

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

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

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

WITNESSES

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

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

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

* Anticipated testimony includes expert testimony.



7. Rebuttal witnesses as necessary.

EXHIBITS

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

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

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

Ex. #	Description	Offered	Objection	Admitted/ Not Admitted	Disposition
14.	Certificate of Service for Plan Supplement Served on January 14, 2025 [Docket No. 145]				
15.	Certificate of Service for Documents Served on January 15, 2025 [Docket No. 149]				
16.	First Amended Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code [Docket No. 165]				
17.	Notice of Filing of Redlines of First Amended Plan and Proposed Confirmation Order [Docket No. 168]				
18.	Notice of Filing of First Amended Plan Supplement to the Prepackaged Joint plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code [Docket No. 170]				
19.	Declaration of Darlene S. Calderon Regarding the Solicitation and Tabulation of Votes on the Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code [Docket No, 164]				
20.	Declaration of Chad E. Coben, Chief Restructuring Officer, in Support of Confirmation of the First Amended Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates under Chapter 11 of the Bankruptcy Code [Docket No. 162]				
21.	Declaration of Adam Dunayer in Support of Confirmation of the First Amended Prepackaged Joint Plan of Reorganization of The Container				

Ex. #	Description	Offered	Objection	Admitted/ Not Admitted	Disposition
	Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code [Docket No. 163]				
	Any documents filed in the above-captioned bankruptcy case				
	Any exhibit listed or introduced by any other party				
	Rebuttal exhibits as necessary				

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

Dated: January 23, 2025
Houston, Texas

Respectfully submitted,

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

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

CERTIFICATE OF SERVICE

I certify that on January 23, 2025, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on those parties registered to receive electronic notices.

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

Timothy A. ("Tad") Davidson II

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

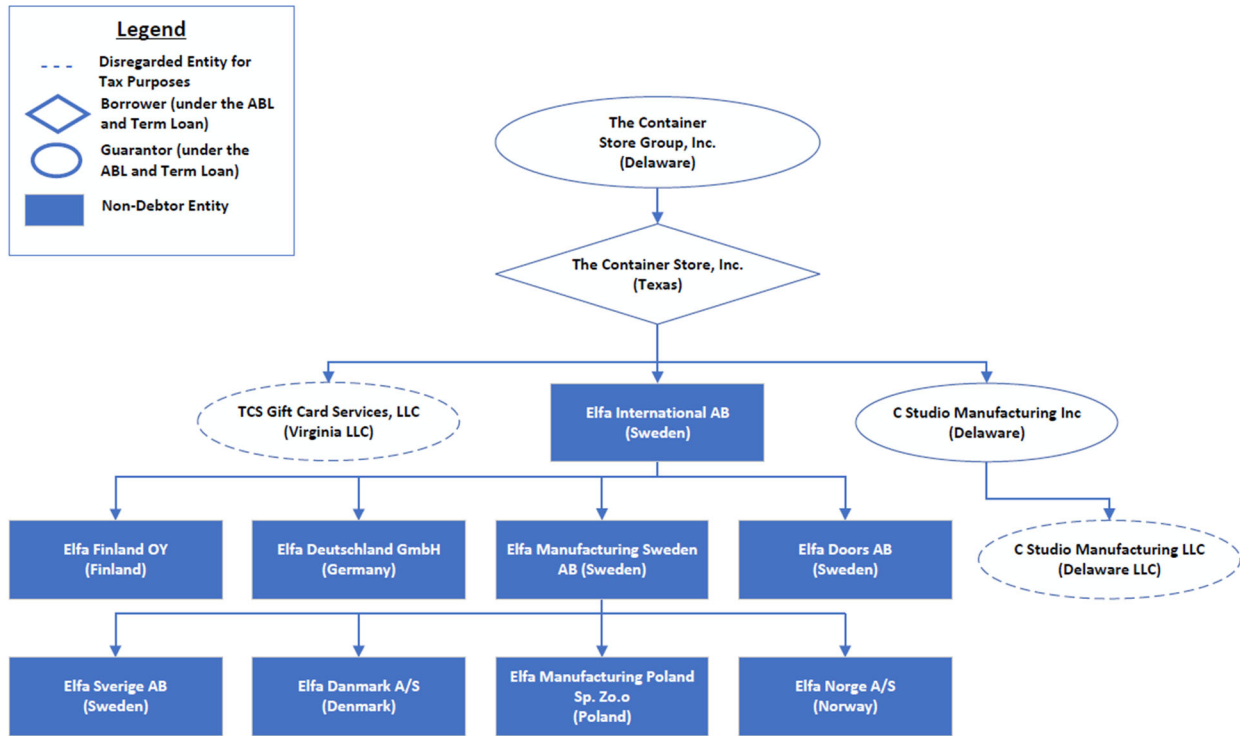
- **Part I** describes the Debtors' history, business operations, organizational structure, and prepetition indebtedness.
- **Part II** describes the circumstances leading to the commencement of the Chapter 11 Cases.
- **Part III** describes the path forward that the Debtors have charted for the Chapter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

I. COMPANY BACKGROUND

A. The Debtors' Corporate Structure

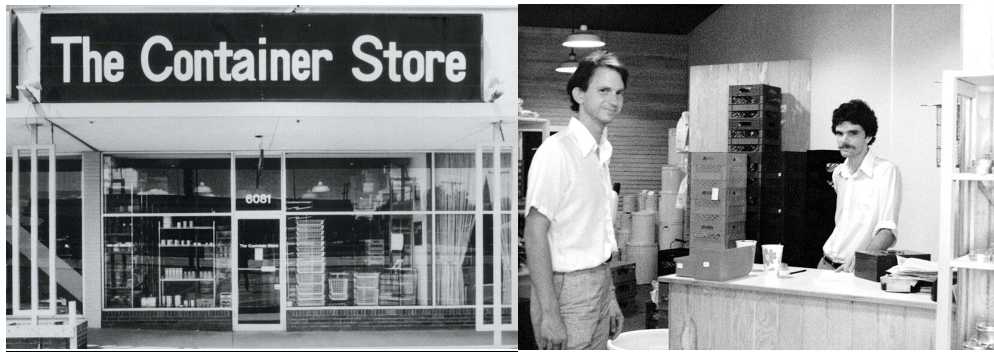
11. The Container Store Group, Inc.—the lead Debtor and a publicly traded corporation incorporated in the state of Delaware—directly or indirectly owns and controls each of the other Debtors. Specifically, (a) Debtor The Container Store Group, Inc. ("**TCSG**") directly owns and controls one hundred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

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



B. The Debtors’ Business Operations

1. The Container Store’s History and Business Overview



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

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

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

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

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

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

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

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

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



2. Overview of Operations and Revenue

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

a. Product Segments

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

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



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

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

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

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

b. Sourcing and Distribution

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

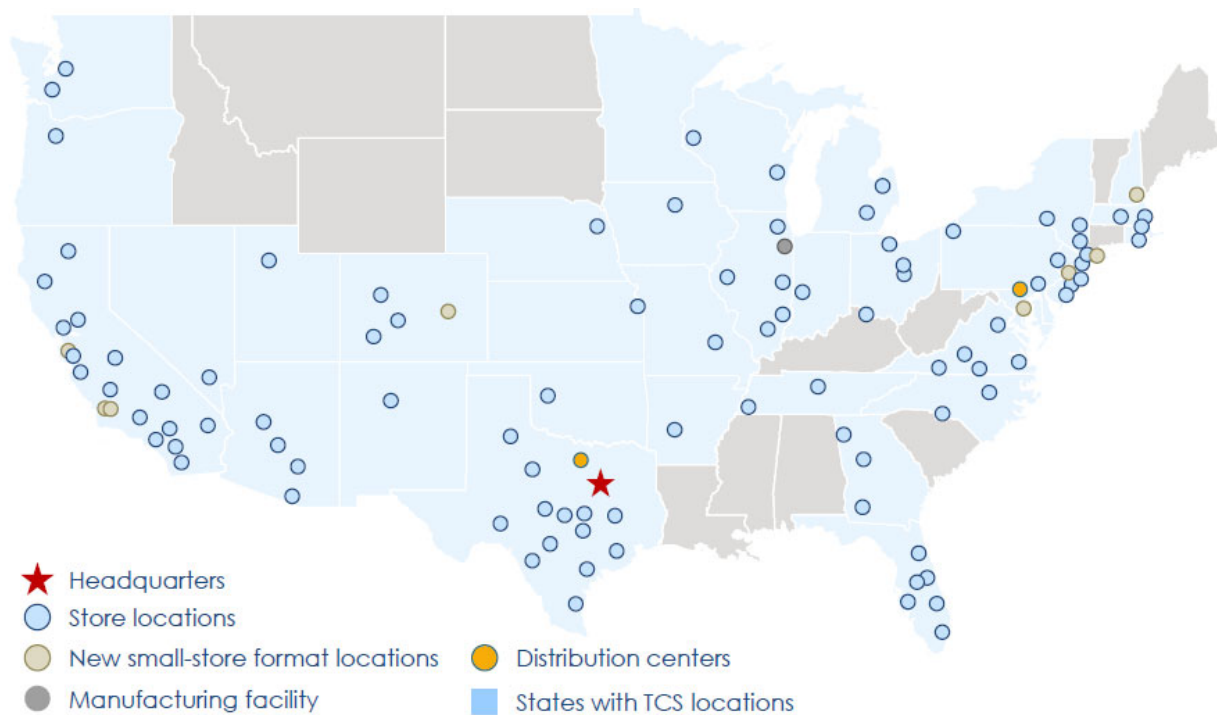
15 of its top 20 vendors have worked with the Company for the last 10 years and several of those vendors have worked with the Company since its inception in 1978.

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

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

c. Retail Channels

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



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

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

3. *Human Capital*

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

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

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

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

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

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

⁵ This amount excludes letters of credit issued under the Prepetition ABL Facility.

1. The Prepetition ABL Facility

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

⁶ TCS Installation Services, LLC has since been merged into TCS.

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

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

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

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

⁸ TCS Installation Services, LLC has since been merged into TCS.

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

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

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

3. The Intercreditor Agreement

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

4. Unsecured Debt

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

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

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

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

II. EVENTS PRECEDING COMMENCEMENT OF CHAPTER 11 CASES

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

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

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

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

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

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

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

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

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

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

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

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

D. Deteriorating Business Performance and Continued Liquidity Pressures

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

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

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

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

E. Amendment No. 9 to Prepetition Term Loan Facility

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

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

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

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

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

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

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

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

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

G. Appointment of Restructuring Committee

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

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

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

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

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

III. ANTICIPATED PATH FORWARD

A. Generally

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Investigation Subcommittee

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

¹⁷ The Investigation Subcommittee members are Karen Stuckey and Charles Tyson.

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

IV. FACTS SUPPORTING RELIEF SOUGHT IN FIRST DAY PLEADINGS¹⁹

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

A. Administrative and Procedural Pleadings

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

B. Business Operation Motions

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

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

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

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

C. All Trade Motion

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

D. Solicitation Procedures Motion

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

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

E. DIP Motion

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

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

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

Dated: December 22, 2024
Dallas, Texas

/s/ Chad E. Coben

Chad E. Coben
Chief Restructuring Officer

Exhibit A

Transaction Support Agreement

THE CONTAINER STORE GROUP, INC., ET AL.

TRANSACTION SUPPORT AGREEMENT

December 21, 2024

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

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

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

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

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

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

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

RECITALS

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

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

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

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

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

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

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

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

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

AGREEMENT

Section 1. *Definitions and Interpretation.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“SEC” means the Securities and Exchange Commission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.02. Interpretation. For purposes of this Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. Effectiveness of this Agreement.

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

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

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

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

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

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

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

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

Section 3. *Definitive Documents.*

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

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

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

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

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

(e) the Exit Facilities Documents;

(f) the New Organizational Documents;

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

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

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

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

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

Section 4. *Milestones.*

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

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

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

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

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

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

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

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

Section 5. *Commitments of the Consenting Stakeholders.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 7. *Commitments of the Company Parties.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.02. Company Party Commitments with Respect to Chapter 11.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 8. Additional Provisions Regarding Company Parties' Commitments.

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

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

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

Section 9. Transfer of Claims and Interests.

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

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

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

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

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

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

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

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

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

Section 10. Representations and Warranties of Consenting Term Lenders.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 14. Termination Events.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 15. *Amendments and Waivers.*

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

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

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

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

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

Section 16. *Termination of Existing Stockholders Agreement.*

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

Section 17. *Miscellaneous.*

17.01. Acknowledgement.

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

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

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

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

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

17.05. Fees and Expenses.

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

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

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

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

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

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

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

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

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

(a) if to a Company Party, to:

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

with copies (which shall not constitute notice) to:

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

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

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

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

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

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

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

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

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

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

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

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

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

17.20. Relationship Among Parties.

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

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

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

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

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

17.23. Publicity of Ad Hoc Group.

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

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

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

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

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

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

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

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

[Signature Pages Follow]

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

The Container Store Group, Inc.

Signed by:

Jeffrey A. Miller


By: _____

Name: Jeffrey A. Miller

Title: Chief Financial Officer

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

The Container Store, Inc.

Signed by:

By: _____
Name: Jeffrey A. Miller
Title: Chief Financial Officer

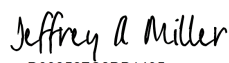
**Company Party Signature Page to
Transaction Support Agreement**

C Studio Manufacturing LLC

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

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

C Studio Manufacturing Inc.

Signed by:

By: _____
Name: Jeffrey A. Miller
Title: Chief Financial Officer

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

TCS Gift Card Services, LLC

Signed by:

By: _____
Name: Jeffrey A. Miller
Title: Chief Financial Officer

[Consenting Stockholder Signature Pages Omitted]

[Consenting Term Lender Signature Pages Omitted]

EXHIBIT A

Company Parties

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

EXHIBIT B

Transaction Term Sheet

THE CONTAINER STORE GROUP, INC., ET AL.

TRANSACTION TERM SHEET

December 21, 2024

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

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

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

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

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

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

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

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

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

The funding of the First-Out DIP Term Loans under the DIP Term Loan Facility shall be backstopped, severally and not jointly, by certain members of the Ad Hoc Group and/or their respective Related Funds³ (each, a “DIP Backstop Party” and collectively, the “DIP Backstop Parties”). The DIP Backstop Parties shall subscribe for their respective *pro rata* shares of the DIP Backstop (as defined below) based on their respective *pro rata* holdings of Term Loans Claims held by all DIP Backstop Parties as of December 18, 2024.

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

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

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

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

Definitive Documents	All Definitive Documents shall be subject to the rights and obligations set forth in Section 3 of the Transaction Support Agreement, including the consent rights of the Company Parties, Required Consenting Term Lenders and Required Consenting Stockholder Parties under Section 3.02 thereof. Failure to reference such rights and obligations as it relates to any document referenced in this Transaction Term Sheet shall not impair such rights and obligations.
Treatment of Claims and Interests	
General Administrative Claims⁴	Subject to the provisions of sections 328, 330(a), and 331 of the Bankruptcy Code, except to the extent that a holder of an allowed General Administrative Claim and the applicable Debtor(s) or Reorganized Debtor(s), as applicable, agree(s) to less favorable treatment with respect to such allowed General Administrative Claim, each holder of an allowed General Administrative Claim shall receive, in full and final satisfaction of its General Administrative Claim, an amount in cash equal to the unpaid amount of such allowed General Administrative Claim in accordance with the following: (a) if such General Administrative Claim is allowed on or before the Plan Effective Date, on the Plan Effective Date or as soon as reasonably practicable thereafter or, if not then due, when such allowed General Administrative Claim is due or as soon as reasonably practicable thereafter; (b) if such General Administrative Claim is allowed after the Plan Effective Date, on the date such General Administrative Claim is allowed or as soon as reasonably practicable thereafter or, if not then due, when such allowed General Administrative Claim is due or as soon as reasonably practicable thereafter; (c) at such time and upon such terms as may be agreed upon by such holder and the Debtors or the Reorganized Debtors, as the case may be; or (d) at such time and upon such terms as set forth in an order of the Bankruptcy Court; <i>provided</i> that allowed General Administrative Claims that arise in the ordinary course of the Debtors' businesses during the Chapter 11 Cases shall be paid in full in cash in the ordinary course of business in accordance with the terms and conditions of the Transaction Support Agreement, any controlling agreements, course of dealing, course of business, or industry practice, without further notice to or order of the Bankruptcy Court. Nothing in the foregoing or otherwise in the Plan shall prejudice the Debtors' or the Reorganized Debtors' rights and defenses regarding any asserted General Administrative Claim.
Professional Fee Claims	No later than the anticipated Plan Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall establish and fund the Professional Fee Escrow Account (as defined below) with cash equal to the Professional Fee Escrow Amount (as defined below). The amount of Professional Fee Claims owing to the Retained Professionals (as defined below) shall be paid in full in cash to such Retained Professionals by the Reorganized Debtors from the Professional Fee

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

	<p>Escrow Account as soon as reasonably practicable after such Professional Fee Claims are allowed by entry of an order of the Bankruptcy Court; <i>provided</i>, that the Debtors' and the Reorganized Debtors' obligations to pay allowed Professional Fee Claims shall not be limited or deemed limited to funds held in the Professional Fee Escrow Account. To the extent that funds held in the Professional Fee Escrow Account are insufficient to satisfy the allowed amount of Professional Fee Claims owing to the Retained Professionals, the Reorganized Debtors shall pay such amounts within ten (10) Business Days of entry of the order approving such Professional Fee Claims.</p> <p><u>"Professional Fee Claim"</u> means a Claim by professionals retained by the Debtors or any official committee (the "<u>Retained Professionals</u>") seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Plan Effective Date under sections 328, 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.</p> <p><u>"Professional Fee Escrow Account"</u> means a segregated interest-bearing account funded by the Debtors with cash no later than two (2) Business Days before the anticipated Plan Effective Date in an amount equal to the Professional Fee Escrow Amount.</p> <p><u>"Professional Fee Escrow Amount"</u> means the aggregate amount of Professional Fee Claims and other unpaid fees and expenses the Retained Professionals have incurred or shall incur in rendering services in connection with the Chapter 11 Cases before and as of the Plan Effective Date, which shall be estimated in accordance with the terms of the Plan.</p>
<p>DIP Term Loan Claims</p>	<p>Except to the extent that a holder of an allowed DIP Term Loan Claim and the Debtors has agreed in writing to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and the discharge of each DIP Term Loan Claim, each holder of a DIP Term Loan Claim shall receive, on the Plan Effective Date and on account of such DIP Term Loan Claim, its <i>pro rata</i> share of: (a) 64% of the New Equity Interests on account of the Equity Premium (subject to dilution on account of the MIP), and (b) the Exit Term Loans pursuant to the terms and conditions set forth in the Exit Term Loan Term Sheet.</p> <p>All holders of DIP Term Loan Claims shall be deemed to have consented to their treatment under the Plan pursuant to the terms of the Transaction Support Agreement and the DIP Facilities Documents.</p>
<p>DIP ABL Loan Claims</p>	<p>On the Plan Effective Date, the DIP ABL Loan Claims and all the commitments and outstanding obligations under the DIP ABL Facility shall be exchanged for loans under the Exit ABL Facility on the terms set forth in the Exit ABL Commitment Letter, or otherwise refinanced in full on terms acceptable to the Company Parties and the Required Consenting Term Lenders.</p>
<p>Priority Tax Claims⁵</p>	<p>Except to the extent that a holder of an allowed Priority Tax Claim (i) and the Debtor(s) against which such allowed Priority Tax Claim is asserted agree to a</p>

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

	less favorable treatment, or (ii) has already been paid during the Chapter 11 Cases on account of such Priority Tax Claim, in exchange for full and final satisfaction, settlement, release, and discharge of and in exchange for each allowed Priority Tax Claim, each holder of such allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code. Nothing in the foregoing or otherwise in the Plan shall prejudice the Debtors' or the Reorganized Debtors' rights and defenses regarding any asserted Priority Tax Claim.
Other Priority Claims⁶	Except to the extent that a holder of an allowed Other Priority Claim and the Debtor(s) against which such allowed Other Priority Claim is asserted agree to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and the discharge of each allowed Other Priority Claim, each holder of an allowed Other Priority Claim due and payable on or before the Plan Effective Date shall receive (with the consent of the Required Consenting Term Lenders), as soon as reasonably practicable after the Plan Effective Date, on account of such Other Priority Claim: (1) cash in an amount equal to the amount of such allowed Other Priority Claim; (2) reinstatement or such other treatment rendering its allowed Other Priority Claim unimpaired in accordance with section 1124 of the Bankruptcy Code; or (3) cash in an amount agreed to by the applicable Debtor or Reorganized Debtor, as applicable, and such holder. To the extent any allowed Other Priority Claim is not due and owing on or before the Plan Effective Date, such Claim shall be paid in full in cash in accordance with the terms of any agreement between the Debtors (or the Reorganized Debtors, as applicable) and such holder, or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business. Nothing in the foregoing or otherwise in the Plan shall prejudice the Debtors' or the Reorganized Debtors' rights and defenses regarding any asserted Other Priority Claim.
United States Trustee Statutory Fees	The Debtors or the Reorganized Debtors, as applicable, shall pay all United States Trustee Statutory Fees for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.
Transaction Party Fees and Expenses	The Transaction Party Fees and Expenses incurred, or estimated to be incurred, up to and including the Plan Effective Date (or, with respect to necessary post-Plan Effective Date activities, after the Plan Effective Date), shall be paid in full in cash on the Plan Effective Date as a condition to the occurrence of the Plan Effective Date in accordance with, and subject to, the terms of the Transaction Support Agreement (unless otherwise provided in the DIP/Cash Collateral Orders or any other order of the Bankruptcy Court), without any requirement to file a fee application with the Bankruptcy Court or without any requirement for Bankruptcy Court or U.S. Trustee review or approval. All Transaction Party Fees and Expenses to be paid on the Plan Effective Date shall be estimated before and as of the Plan Effective Date and such estimates shall be delivered to the Debtors at least three (3) days before the anticipated Plan Effective Date; <i>provided</i> , however, that such estimates shall not be considered an admission or limitation with respect to such Transaction Party Fees and Expenses. On the Plan Effective

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

	<p>Date, or as soon as practicable thereafter, final invoices for all Transaction Party Fees and Expenses incurred before and as of the Plan Effective Date shall be submitted to the Debtors.</p> <p>For the avoidance of doubt, in addition to the foregoing, the Company Parties shall have paid all Transaction Party Fees and Expenses for which an invoice has been received by the Company Parties on or before the date that is one (1) Business Day prior to the TSA Effective Date in accordance with Section 2.01(d) of the Transaction Support Agreement.</p>
Other Secured Claims⁷	<p>Except to the extent that a holder of an allowed Other Secured Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each allowed Other Secured Claim, each holder of an allowed Other Secured Claim, at the option of the applicable Debtor (with the consent of the Required Consenting Term Lenders, not to be unreasonably withheld), shall, on the Plan Effective Date, (i) be paid in full in cash including the payment of any interest required to be paid under section 506(b) of the Bankruptcy Code, (ii) receive the collateral securing its allowed Other Secured Claim, or (iii) receive any other treatment that would render such Claim unimpaired.</p>
ABL Claims	<p>Upon the closing of the DIP ABL Facility pursuant to the terms of the DIP ABL Facility Loan Documents, each holder of an ABL Claim shall receive, in full and final satisfaction, settlement, release, and discharge and in exchange for each ABL Claim, payment in full in cash from the proceeds of the DIP ABL Facility; <i>provided</i> that any obligations arising under the ABL Facility that by their terms survive repayment and termination of the ABL Facility shall be assumed by the Reorganized Debtors and such rights and claims shall be Unimpaired.</p>
Term Loan Claims	<p>Except to the extent that a holder of a Term Loan Claim has agreed in writing to less favorable treatment, on the Plan Effective Date, each holder of a Term Loan Claim shall receive, in full and final satisfaction, settlement, release, and discharge and in exchange for each Term Loan Claim, its <i>pro rata</i> share of 100% of New Equity Interests, subject to dilution by the Equity Premium and MIP.</p>
General Unsecured Claims	<p>Subject to the Plan and except to the extent that a holder of a General Unsecured Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge and in exchange for each allowed General Unsecured Claim, each holder of an allowed General Unsecured Claim against a Debtor shall receive, on the Plan Effective Date, reinstatement or such other treatment, including (with the consent of the Required Consenting Term Lenders) cash payment, rendering its allowed General Unsecured Claim unimpaired in accordance with section 1124 of the Bankruptcy Code. On and after the Plan Effective Date, the Reorganized Debtors shall pay each holder of an allowed General Unsecured Claim in the ordinary course of business; <i>provided, however</i>, that no holder of an allowed General Unsecured Claim shall receive any</p>

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

	distribution for any Claim that has previously been satisfied pursuant to a Final Order of the Bankruptcy Court.
Subordinated Claims⁸	Holders of Subordinated Claims shall receive no recovery or distribution on account of such Subordinated Claims. Unless otherwise provided for under the Plan (with the consent of the Required Consenting Term Lenders), on the Plan Effective Date, Subordinated Claims shall be canceled, released, discharged, and extinguished.
Intercompany Claims⁹	No property shall be distributed to the holders of allowed Intercompany Claims. Unless otherwise provided for under the Plan, on the Plan Effective Date, at the option of the applicable Debtor, Intercompany Claims shall be either: (i) reinstated; or (ii) set off, settled, distributed, contributed, merged, canceled, or released. For the avoidance of doubt, all Intercompany Claims between any Debtor and a non-Debtor affiliate shall ride through and continue in full force and effect unless otherwise agreed by the applicable Debtor and non-Debtor affiliate (with the consent of the Required Consenting Term Lenders).
Intercompany Interests¹⁰	No property shall be distributed to the holders of allowed Intercompany Interests. Unless otherwise provided for under the Plan, on the Plan Effective Date, at the option of the applicable Debtor (with the consent of the Required Consenting Term Lenders), Intercompany Interests shall be either: (i) reinstated; or (ii) set off, settled, distributed, contributed, merged, canceled, or released.
Existing Equity Interests	On the Plan Effective Date, all Existing Equity Interests in TCSG will be discharged, canceled, released, and extinguished and will be of no further force or effect.
Other Material Provisions	
New Equity Interests	On the Plan Effective Date: <ul style="list-style-type: none"> • Reorganized TCSG shall adopt the New Organizational Documents; • all Existing Equity Interests shall be canceled and extinguished; • 100% of the equity interests in Reorganized TCSG (which may be a corporation or a limited liability company, as agreed to by the Company Parties and the Required Consenting Term Lenders) (the “<u>New Equity</u>”

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

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

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

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

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

	<p>the Transaction Support Agreement shall not have been validly terminated before the Plan Effective Date;</p> <ol style="list-style-type: none">2. the DIP Facilities and all DIP Facilities Documents shall be in full force and effect, no event of default or event that could give rise to an event of default under the DIP Facilities Documents upon the expiration of the applicable grace period shall have occurred and remain occurring, and the DIP Facilities shall not have been validly terminated before the Plan Effective Date;3. any non-technical and/or immaterial amendments, modifications or supplements to the Plan shall be acceptable to the Debtors and the Required Consenting Term Lenders;4. all of the actions set forth in the Restructuring Transaction Steps Memorandum that are contemplated therein to be completed and implemented on or prior to the Plan Effective Date, shall have been completed and implemented in accordance with the terms thereof;5. the Bankruptcy Court shall have entered the Final DIP/Cash Collateral Order and such order shall be a Final Order and shall remain in full force and effect;6. the final version of the Plan Supplement shall have been filed and all of the schedules, documents, and exhibits contained therein shall be consistent in all material respects with the Transaction Support Agreement, this Transaction Term Sheet, the Exit ABL Commitment Letter, and the Plan;7. the Bankruptcy Court shall have entered the Disclosure Statement Order and Confirmation Order (or the Combined Order), which shall be in form and substance acceptable to the Required Consenting Term Lenders and Company Parties and consistent in all material respects with this Transaction Term Sheet and the Transaction Support Agreement and shall not be subject to a stay, and the Plan shall not have been amended, altered, or modified from the Plan as confirmed by the Confirmation Order in any material respect, unless such material amendment, alteration, or modification has been made in accordance with the Plan;8. each document or agreement necessary to effectuate the Plan, including all Definitive Documents, shall have been executed and/or effectuated, shall be in form and substance acceptable to the Required Consenting Term Lenders and Company Parties, and shall be consistent with the Transaction Support Agreement or the Exit ABL Commitment Letter, as applicable, including the consent rights provided therein, and any conditions precedent related thereto or contained therein shall have been satisfied prior to or contemporaneously with the occurrence of the Plan Effective Date or otherwise waived in accordance with the terms of the applicable Definitive Documents;9. the Company Parties shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Transactions, and all applicable regulatory
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	<p>or government-imposed waiting periods shall have expired or been terminated;</p> <ol style="list-style-type: none">10. all governmental and third-party approvals and consents that may be necessary in connection with the Transactions shall have been obtained, not be subject to unfulfilled conditions, and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on the Transactions;11. no court of competent jurisdiction or other competent governmental or regulatory authority shall have issued any order making illegal or otherwise restricting, limiting, preventing, or prohibiting the consummation of any of the Transactions;12. the Company Parties shall have paid in full all professional fees and expenses of the Retained Professionals that require the Bankruptcy Court's approval, or amounts sufficient to pay such fees and expenses after the Plan Effective Date shall have been placed in the Professional Fee Escrow Account pending the Bankruptcy Court's approval of such fees and expenses;13. the Transaction Party Fees and Expenses shall have been paid in full in cash (subject to any order of the Bankruptcy Court);14. the restructuring to be implemented on the Plan Effective Date shall be consistent with the Plan, the Transaction Support Agreement, and the Exit ABL Commitment Letter;15. such other conditions precedent to the Plan Effective Date that are customary and otherwise requested by the Required Consenting Term Lenders, and agreed to by the Company Parties; and16. there shall not have been instituted or threatened or be pending any material action, proceeding, application, claim, counterclaim, or investigation (whether formal or informal) (or there shall not have been any material adverse development to any action, application, claim, counterclaim, or proceeding currently instituted, threatened, or pending) before or by any court, governmental, regulatory or administrative agency or instrumentality, domestic or foreign, or by any other person, domestic or foreign, in connection with the Transactions that, in the reasonable judgment of the Company Parties and the Required Consenting Term Lenders would prohibit, prevent, or restrict consummation of the Transactions in a materially adverse manner. <p>Following the satisfaction or waiver of the foregoing, and concurrently with or immediately following effectiveness of the Plan on the Plan Effective Date:</p> <ol style="list-style-type: none">1. the Existing Equity Interests shall have been canceled and the New Equity Interests shall have been issued by Reorganized TCSG and distributed in accordance with the terms of the Plan;2. the New Equity Interests to be issued and/or delivered on the Plan Effective Date (as set forth in the Plan) shall have been validly issued by Reorganized TCSG, shall be fully paid and non-assessable, and shall be
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	<p>free and clear of all taxes, liens and other encumbrances, pre-emptive rights, rights of first refusal, subscription rights and similar rights, except for any restrictions on transfer as may be imposed by (i) applicable securities Laws and (ii) the New Organizational Documents of Reorganized TCSG;</p> <ol style="list-style-type: none"> 3. the DIP ABL Loan Claims and all the commitments and outstanding obligations under the DIP ABL Facility shall have been exchanged for loans under the Exit ABL Facility on the terms set forth in the Exit ABL Commitment Letter; 4. all conditions precedent to the effectiveness of the Exit Facilities and all other financing agreements and arrangements contemplated hereunder, shall have been satisfied or duly waived by the party whose consent is required thereunder, as applicable, and, as applicable, funded and closed and be in full force and effect; 5. the Releases set forth in the Plan shall be in full force and effect; and 6. the Company Parties shall have paid in full to the relevant parties all payments and fees provided for in the Transaction Support Agreement, this Transaction Term Sheet, and applicable Definitive Documents that are payable on, before, or in connection with the occurrence of the Plan Effective Date. <p>Immediately following effectiveness of the Plan on the Plan Effective Date, the Company Parties shall complete the termination of registration from all securities under sections 13 and 15(d) of the Exchange Act such that the Reorganized Debtors shall be a private company as soon as reasonably practicable after the Plan Effective Date.</p>
<p>Waiver of Conditions Precedent</p>	<p>Any one or more of the conditions precedent may be waived in accordance with Section 15 of the Transaction Support Agreement.</p>

Exhibit 1

DIP Term Loan Facility Term Sheet

(See Attached)

THE CONTAINER STORE GROUP, INC., ET AL.

DIP Term Loan Facility Term Sheet

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

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

<p>Overview</p>	<p>The DIP Term Loan Facility shall consist of (i) an aggregate principal amount of \$40 million in “new money” loans (the “<u>First-Out DIP Term Loans</u>”, and the lenders of such loans the “<u>First-Out DIP Term Lenders</u>”) and other financial accommodations and (ii) up to \$75 million in “rolled up” Term Loans (the “<u>Second-Out DIP Term Loans</u>”, and the lenders of such loans the “<u>Second-Out DIP Term Lenders</u>”, and together with the First-Out DIP Term Loans, the “<u>DIP Term Loans</u>”, and the lenders of such loans, the “<u>DIP Term Lenders</u>”), in each case to The Container Store, Inc., as borrower (the “<u>Borrower</u>”).</p> <p>\$20 million of First-Out DIP Term Loans will be drawn upon the entry of the Interim DIP/Cash Collateral Order (as defined below), and \$20 million of First-Out DIP Term Loans will be drawn upon the entry of the Final DIP/Cash Collateral Order. The Second-Out DIP Term Loans will be deemed borrowed as a “roll up” of Term Loan Claims in connection with each borrowing of First-Out DIP Term Loans, and shall be deemed borrowed in an amount equal to \$1.875 of Second-Out DIP Term Loans for every \$1.00 of First-Out DIP Term Loans funded, up to a maximum amount of \$75 million; <u>provided, however</u>, that if any DIP Term Lender’s <i>pro rata</i> share of the Second-Out DIP Term Loans exceeds the total amount of Term Loan Claims held by such DIP Term Lender as of any funding date, such DIP Term Lender’s share of Second-Out DIP Term Loans shall be reduced in an amount, and to such an extent, to ensure that the maximum amount of Second-Out DIP Term</p>
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	<p>Loans of such DIP Term Lender shall be no greater than such DIP Term Lenders' Term Loan Claims, and the total amount of Second-Out DIP Term Loans shall be reduced accordingly.</p> <p>The Company Parties shall seek, and the Consenting Term Lenders shall support, entry of the DIP/Cash Collateral Orders, which shall be consistent in all material respects with the Transaction Term Sheet and otherwise acceptable to the Company Parties and the Required Consenting Term Lenders.</p>
DIP Borrower	The Container Store, Inc., a Texas corporation (" <u>DIP Borrower</u> ").
DIP Guarantors	The Container Store Group, Inc., a Delaware corporation (" <u>DIP Holdings</u> ") and each of the other Debtors (as defined in the Transaction Support Agreement) other than the DIP Borrower (the DIP Borrower, DIP Holdings and the other guarantors, collectively, the " <u>Loan Parties</u> ").
DIP Term Loan Agent	A financial institution to be selected by the Required Consenting Term Lenders, and reasonably acceptable to the DIP Borrower.
Prepayments	Permitted, in whole or in part, subject to limitations as to minimum amounts, without premium or penalty. Proceeds from any prepayment shall first be applied toward repayment of the First-Out DIP Term Loans on a <i>pro rata</i> basis and then to the repayment of the Second-Out DIP Term Loans on a <i>pro rata</i> basis.
Security Interest	<u>Security</u> : Each of the DIP/Cash Collateral Orders shall provide that all claims arising under or related to the DIP Term Loan Facility (the " <u>DIP Term Loan Claims</u> "), subject to the Carve Out (as defined below), shall be superpriority administrative claims (on a <i>pari passu</i> basis with superpriority administrative claims granted to the DIP ABL Lenders) and shall be secured by valid, binding, continuing, enforceable, non-avoidable, fully and automatically perfected liens on substantially all of the property and assets of the Loan Parties, including (i) a security interest in and on any unencumbered assets, including following the entry of the Final DIP/Cash Collateral Order, all proceeds of or property recovered, whether by judgment, settlement or otherwise, from any and all claims and causes of action of any Debtor's estate seeking avoidance under chapter 5 of the Bankruptcy Code, any applicable Uniform Voidable Transfer Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or any other similar state statute, common law or otherwise (" <u>Avoidance Action Proceeds</u> "); (ii) a priming

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

Definitions: As used herein:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit 2

Exit Term Loan Term Sheet

(See Attached)

THE CONTAINER STORE GROUP, INC., ET AL.

Exit Term Loan Term Sheet

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

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

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

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

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

Exhibit 3

DIP Allocation Schedule

(See Attached)

CONFIDENTIAL

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

Exhibit 4

Governance Term Sheet

(See Attached)

EXECUTION VERSION

Summary of Terms of Governance Documents

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

New TopCo:

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

Parties to New LLC Agreement:

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

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

New Common Units:

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

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

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

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

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

Board of Managers:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Quorum and Voting:

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

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

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

Removal of Managers:

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

Vacancies on the New Board:

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

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

Board Meetings:

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

Subsidiaries:

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

Special Meetings of Unitholders:

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

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

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

Certain Transactions Requiring
Approval of Majority Unitholders and
Required Managers:

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

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

Amendments:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Transfers:

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

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

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

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

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

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

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

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

Right of First Offer:

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

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

Preemptive Rights:

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

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

Tag-Along Rights:

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

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

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

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

Drag-Along Rights:

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

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

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

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

Confidentiality:

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

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

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

Information Rights:

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

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

Limitations on Affiliate Transactions:

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

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

Registration Rights:

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

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

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

Termination of Rights:

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

Governing Law and Forum:

Delaware.

EXECUTION VERSION

Schedule A

Actions Requiring Majority Unitholder and Required Managers Approval

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

Exhibit 5

DIP & Exit ABL Commitment Letter



December 21, 2024

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

CONFIDENTIAL

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

Ladies and Gentlemen:

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

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

A. DIP Revolving Facility Commitment

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

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

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

B. Exit Revolving Facility Commitment

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

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

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

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

C. Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures Appear Following Pages]

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

Very truly yours,

ECLIPSE BUSINESS CAPITAL LLC

By: 

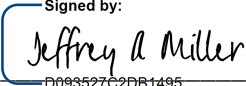
Name: Thomas stone

Title: Authorized Signatory

[Signatures Continued Next Page]

Accepted and agreed to:

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

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

THE CONTAINER STORE, INC.,
a Texas corporation,

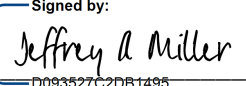
By: 
Signed by:
D093527C2DB1495...
Name: Jeffrey A. Miller
Title: Chief Financial Officer
Date: December 21, 2024

EXHIBIT A

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

R&B DRAFT
12/20/2024

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

\$140,000,000

Dated as of December [24], 2024

among

THE CONTAINER STORE, INC.,
as Borrower,

THE GUARANTORS PARTY HERETO

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

and

THE OTHER LENDERS PARTY HERETO

ECLIPSE BUSINESS CAPITAL LLC,
as Lead Arranger

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

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

PRELIMINARY STATEMENTS:

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

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

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

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

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

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

ARTICLE I
DEFINITIONS AND ACCOUNTING TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Avoidance Actions” has the meaning set forth in the Financing Orders.

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

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

“Bankruptcy Code” has the meaning specified in the introductory paragraphs hereto.

“Bankruptcy Court” has the meaning specified in the introductory paragraphs hereto.

“Base Rate” means, for any day, the rate per annum equal to the greatest of (a) the Floor plus one percent (1.00%), (b) the Federal Funds Rate in effect on such day plus one-half of one percent ($\frac{1}{2}\%$), (c) the Term SOFR Rate in effect on such day, plus one percent (1.00%), provided, that this clause (c) shall not be applicable during any period in which Term SOFR is unavailable or unascertainable, and (d) the rate of interest announced, from time to time, by Wells Fargo Bank, N.A. at its principal office in San Francisco as its “prime rate” in effect on such day, with the understanding that the “prime rate” is one of Wells Fargo Bank, N.A.'s base rates (not necessarily the lowest of such rates) and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto and is evidenced by the recording thereof after its announcement in such internal publications as Wells Fargo Bank, N.A. may designate (or, if such rate ceases to be so published, as quoted from such other generally available and

recognizable source as Agent may select in its reasonable discretion). If the Base Rate is being used as an alternate rate of interest pursuant to Section 3.02 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 3.02(b)), then the Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Base Rate as determined pursuant to the foregoing would be less than 3.00%, such rate shall be deemed to be 3.00% for purposes of this Agreement.

“Base Rate Committed Loan” means a Committed Loan that is a Base Rate Loan.

“Base Rate Loan” means a Loan that bears interest based on the Base Rate.

“Benchmark” means, initially, the Term SOFR Rate; provided that if a Benchmark Transition Event and the related Benchmark Replacement Date have occurred with respect to the Term SOFR Rate or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) of Section 3.02.

“Benchmark Replacement” means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(a) Daily Simple SOFR; or

(b) the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for dollar-denominated syndicated credit facilities at such time in the United States and (ii) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (a) or (b) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable interest period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for dollar-denominated syndicated credit facilities at such time.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement and/or any Term Benchmark Loan, any technical, administrative or operational changes

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

“**Benchmark Replacement Date**” means, with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

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

(b) in the case of clause (c) of the definition of “Benchmark Transition Event”, the first date on which all Available Tenors of such Benchmark (or such component thereof) have been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

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

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

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the FRB, the NYFRB, the CME Term SOFR Administrator, an insolvency official with jurisdiction

over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

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

“**Benchmark Unavailability Period**” means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (a) or (b) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.02 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.02.

“**Beneficial Ownership Certification**” means a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation.

“**Beneficial Ownership Regulation**” means 31 C.F.R. § 1010.230.

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

“**BHC Act Affiliate**” means, as to any Person, an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such Person.

“**Borrower**” has the meaning specified in the introductory paragraph hereto.

“**Borrower Materials**” has the meaning provided in Section 6.02.

“**Borrowing**” means a borrowing of a Committed Loan or a Swing Line Loan, as the context may require.

“**Borrowing Base**” means, at any time of calculation, an amount equal to:

- (a) the Eligible Accounts Component; plus
- (b) the Credit Card Receivables Component; plus

- (c) the Inventory Component; minus
- (d) the then amount of all Availability Reserves.

“**Borrowing Base Calculation**” means a calculation of the Borrowing Base, in form and substance reasonably satisfactory to the Administrative Agent, utilizing information certified by the Borrowers and provided to the Administrative Agent in electronic format in the Borrowing Base portal tab in ABLSoft.

“**Business Day**” means any day (other than a Saturday or a Sunday) on which banks are open for business in New York City; provided that, in addition to the foregoing, a Business Day shall be in relation to Loans referencing the Term SOFR Rate and any interest rate settings, fundings, disbursements, settlements or payments of any such Loans referencing the Term SOFR Rate or any other dealings of such Loans referencing the Term SOFR Rate, any such day that is only a U.S. Government Securities Business Day.

“**Capital Lease Obligations**” means, with respect to any Person, the obligation of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP as in effect on the Closing Date, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP as in effect on the Closing Date.

“**Carve Out Reserve Account**” has the meaning given to the term “Carve-Out Reserve Account” in the Financing Orders.

“**Carve Out**” shall mean the “Carve Out” as defined in the Financing Orders.

“**Cash Collateralize**” means providing Letter of Credit Collateralization.

“**Cash Equivalents**” means any of the following types of Investments, to the extent owned by Holdings, the Borrower, or any of their respective Restricted Subsidiaries:

(a) readily marketable obligations issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof having maturities of not more than 360 days from the date of acquisition thereof; provided that the full faith and credit of the United States of America is pledged in support thereof;

(b) time deposits with, or insured certificates of deposit or bankers’ acceptances of, any commercial bank that (i) (A) is a Lender that offers such deposits, certificates of deposit or bankers’ acceptances in the ordinary course of such Lender’s business or (B) is organized under the laws of the United States of America, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States of America, any state thereof or the District of Columbia, and is a member of the Federal Reserve System, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (c) of this definition and (iii) has combined capital and surplus of at least \$1.0 billion, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(c) commercial paper issued by any Person organized under the laws of any state of the United States of America and rated at least “Prime-1” (or the then equivalent grade) by Moody’s or at least “A-1” (or the then equivalent grade) by S&P, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(d) Investments, classified in accordance with GAAP as current assets of Holdings, the Borrower, or any of their respective Restricted Subsidiaries, in money market investment programs registered under the Investment Company Act of 1940, which are administered by financial institutions that have the highest rating obtainable from either Moody's or S&P, and the portfolios of which are limited solely to Investments of the character, quality and maturity described in clauses (a), (b) and (c) of this definition; and

(e) in the case of any Foreign Subsidiary, investments of comparable tenor and credit quality to those described in the foregoing clauses (a) through (d) customarily utilized in countries in which such Foreign Subsidiary operates for short term cash management purposes.

“Cash Management Order” means, as applicable, the interim and final order of the Bankruptcy Court in substantially the form reviewed by the Administrative Agent prior to the Closing Date, together with all extensions, modifications and amendments, in each case, in form and substance reasonably acceptable to the Administrative Agent, which, among other things, (a) authorizes and approves the Chapter 11 Debtors' use of its existing cash management systems, (b) authorizes the Chapter 11 Debtors to use existing bank accounts, (c) authorizes the payment of fees, expenses and other charges, whether arising pre-petition or post-petition, in the ordinary course, and (d) waives the requirements of Section 345(b) of the Bankruptcy Code.

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980.

“CERCLIS” means the Comprehensive Environmental Response, Compensation and Liability Information System maintained by the U.S. Environmental Protection Agency.

“CFC” means a Person that is a controlled foreign corporation under Section 957 of the Code.

“Change in Law” means the occurrence after the date of this Agreement of any of the following: (a) the adoption of or taking effect of any law, rule, regulation or treaty; (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority; or (c) compliance by any Lender or L/C Issuer (or, for purposes of Section 3.03(b), by any lending office of such Lender or by such Lender's or L/C Issuer's holding company, if any) with any request, guideline, requirement or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith or in the implementation thereof, and (y) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted, issued or implemented.

“Chapter 11 Cases” has the meaning specified in the introductory paragraphs hereto.

“Chapter 11 Debtors” has the meaning specified in the introductory paragraphs hereto.

“Class” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Committed Loans or Swing Line Loans, when used in reference to any Commitment, refers to whether such Commitment is a Commitment or a Swing Line Commitment and

when used in reference to any Lender, refers to whether such Lender has a Loan or Commitment with respect to a single class.

“**Closing Date**” means the first date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 11.01.

“**CME Term SOFR Administrator**” means CME Group Benchmark Administration Limited as administrator of the forward-looking term SOFR (or a successor administrator).

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

“**Collateral**” means all of the “DIP Collateral” (or equivalent term) as defined in the Interim Financing Order (and, when entered, the Final Financing Order).

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

“**Collateral Documents**” means, collectively, the Financing Orders and each of the other agreements, instruments or documents that creates or purports to create a Lien in favor of the Collateral Agent for the benefit of the Credit Parties.

“**Commercial Letter of Credit**” means any Letter of Credit issued for the purpose of providing the primary payment mechanism in connection with the purchase of any materials, goods or services by the Borrower or a Subsidiary Guarantor in the ordinary course of business of such Borrower or Subsidiary Guarantor.

“**Commitment**” means, as to each Lender, its obligation to (a) make Committed Loans to the Borrower pursuant to Section 2.01, (b) purchase participations in L/C Obligations, (c) purchase participations in Swing Line Loans and (d) [reserved], in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender’s name on Schedule 2.01 under the caption “Commitment” or in the applicable Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement including, without limitation, pursuant to Section 2.03.

“**Commitment Fee**” has the meaning specified in Section 2.09(a).

“**Commitment Letter**” means the \$140 Million Senior Secured (a) Debtor-in-Possession Revolving Credit Facility and (b) Exit Revolving Credit Facility Commitment Letter, dated December [20], 2024, by and among the Borrower, Holdings and Eclipse Business Capital LLC, including all exhibits, annexes, schedules and other attachments thereto, in each case, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“**Committed Loan**” has the meaning specified in Section 2.01.

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

“**Compliance Certificate**” means a certificate substantially in the form of Exhibit D.

“**Connection Income Taxes**” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“Consolidated” means, when used to modify a financial term, test, statement, or report of a Person, the application or preparation of such term, test, statement or report (as applicable) based upon the consolidation, in accordance with GAAP, of the financial condition or operating results of such Person and its Subsidiaries.

“Contractual Obligation” means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

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

“Corresponding Tenor” with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“Cost” means the calculated cost of purchases, based upon the Borrower’s and Subsidiary Guarantors’ accounting practices, known to the Administrative Agent, which practices are in effect on the Closing Date as such calculated cost is determined from invoices received by the Borrower and the Subsidiary Guarantors, the Borrower’s and Subsidiary Guarantors’ purchase journals or the Borrower’s and Subsidiary Guarantors’ stock ledger. “Cost” includes inventory capitalization costs and other non-purchase price charges (such as duty, brokerage, freight and expenses related to design, raw material procurement and quality control) used in the Borrower’s or the Subsidiary Guarantors’ calculation of cost of goods sold.

“Covered Entity” means any of the following: (a) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (b) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (c) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“Covered Party” has the meaning specified in [Section 11.22](#).

“Credit Card Advance Rate” means 100%.

“Credit Card Receivables Component” means the face amount of Eligible Credit Card Receivables multiplied by the Credit Card Advance Rate.

“Credit Extensions” mean each of the following: (a) a Borrowing and (b) an L/C Credit Extension.

“Credit Party” means, individually, and **“Credit Parties”** means collectively, the following: (a) the Lenders and their Affiliates, (b) the Agents, each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to [Section 9.05](#), (c) each L/C Issuer, (d) the Arranger, (e) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document, (f) any other Person to whom Obligations under this Agreement and other Loan Documents are owing and (g) the successors and assigns of each of the foregoing.

“Credit Party Expenses” means, without limitation, (a) all reasonable and documented in reasonable detail out-of-pocket expenses incurred by the Agents, the Arranger and their respective Affiliates, in connection with this Agreement and the other Loan Documents, including without limitation (i) the reasonable and documented in reasonable detail fees, charges and disbursements of (A) internal and

external counsel for the Agents and the Arranger, provided that the Agents and the Arranger shall be entitled to be reimbursed for no more than one external counsel and, if reasonably necessary, for one local counsel in each relevant jurisdiction material to the interest of the Lenders, in each case, selected by the Agent, absent a conflict of interest between any of such Persons where the affected Persons inform the Borrower of such conflict, in which case the affected Persons may engage and be reimbursed for one additional counsel, (B) outside consultants for the Agents, (C) appraisers, (D) collateral field examinations and (E) all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Obligations and (ii) in connection with (A) [reserved], (B) the preparation, negotiation, administration, management, execution and delivery of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (C) the enforcement or protection of their rights in connection with this Agreement or the Loan Documents or efforts to preserve, protect, collect, or enforce the Collateral, or (D) any workout, restructuring or negotiations in respect of any Obligations, (b) with respect to each L/C Issuer, and its Affiliates, all reasonable and documented in reasonable detail out-of-pocket expenses incurred in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder, and (c) all reasonable and documented in reasonable detail out-of-pocket expenses incurred by the Credit Parties who are not the Agents, the Arranger, an L/C Issuer or any Affiliate of any of them, after the occurrence and during the continuance of an Event of Default, provided that such Credit Parties shall be entitled to reimbursement for no more than one internal and one external counsel representing all such Credit Parties (absent a conflict of interest between the Credit Parties, where the affected Credit Parties inform the Borrower of such conflict, in which case the Credit Parties may engage and be reimbursed for one additional counsel).

“Customer Credit Liabilities” means at any time, the aggregate remaining value at such time of (a) outstanding gift certificates and gift cards sold by the Borrower and Subsidiary Guarantors entitling the holder thereof to use all or a portion of the certificate or gift card to pay all or a portion of the purchase price for any Inventory, and (b) outstanding merchandise credits issued by and customer deposits received by the Borrower and the Subsidiary Guarantors.

“Customs Broker Agreement” means an agreement, in form and substance reasonably satisfactory to the Collateral Agent, among the Borrower, the Subsidiary Guarantors, a customs broker or other carrier, and the Collateral Agent, in which the customs broker or other carrier acknowledges that it has control over and holds the documents evidencing ownership of the subject Inventory for the benefit of the Collateral Agent and agrees, upon notice from the Collateral Agent, to hold and dispose of the subject Inventory solely as directed by the Collateral Agent.

“Daily Simple SOFR” means, for any day (a **“SOFR Rate Day”**), a rate per annum equal to SOFR for the day (such day, a **“SOFR Determination Date”**) that is five (5) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

“DDA” means each checking or other demand deposit account maintained by any of the Loan Parties. All funds in each DDA shall be conclusively presumed to be Collateral and proceeds of Collateral and the Agents and the Lenders shall have no duty to inquire as to the source of the amounts on deposit in any DDA.

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

“Default” means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

“Default Rate” means (a) when used with respect to Obligations other than Letter of Credit Fees, an interest rate equal to (i) the Base Rate plus (ii) the Applicable Margin applicable to Base Rate Loans, plus (iii) 2% per annum; provided, however, that with respect to a Term Benchmark Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Margin) otherwise applicable to such Loan plus 2% per annum, and (b) when used with respect to Letter of Credit Fees, a rate equal to the Applicable Margin for Term Benchmark Loans plus 2% per annum.

“Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“Defaulting Lender” means any Lender that (a) has failed, within one (1) Business Day of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or (iii) pay over to any Loan Party any other amount required to be paid by it hereunder; (b) has notified the Borrower or any Loan Party in writing, or has made a public statement, to the effect that it does not intend or expect to comply with any of its funding obligations under this Agreement or generally under other agreements in which it commits to extend credit; (c) has failed, within one (1) Business Day after request by the Administrative Agent or a Loan Party, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations to fund prospective Loans and participations in then outstanding Letters of Credit under this Agreement; provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Loan Party’s receipt of such certification in form and substance satisfactory to it and the Administrative Agent; or (d) has (or whose bank holding company has) (i) been placed into receivership, conservatorship or bankruptcy or (ii) become the subject of a Bail-In Action; provided that a Lender shall not become a Defaulting Lender solely as a result of the acquisition or maintenance of an ownership interest in such Lender or Person controlling such Lender or the exercise of control over a Lender or Person controlling such Lender by a Governmental Authority or an instrumentality thereof so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to the Borrower, each L/C Issuer, the Swing Line Lender and each Lender.

“Dilution” means, as of any date of determination, a percentage, based upon the experience of the immediately prior twelve (12) months, that is the result of dividing the amount of (a) bad debt write-downs, discounts, advertising allowances, credits, or other dilutive items with respect to a Loan Party’s Accounts during such period by (b) such Loan Party’s billings with respect to Accounts during such period.

“Dilution Reserve” shall have the meaning set forth in the definition of “Eligible Accounts Advance Rate”.

“DIP Facilities” shall mean, collectively, the ABL DIP Facility and the DIP Term Facility.

“**DIP Term Facility**” shall mean the term loan credit facility evidenced by the DIP Term Loan Documents, including commitments and loans thereunder.

“**DIP Term Loans**” shall mean the loans now or hereafter made by or on behalf of any lender under the DIP Term Loan Agreement or by the DIP Term Loan Agent pursuant to the DIP Term Facility as set forth therein in the DIP Term Loan Agreement.

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

“**DIP Term Loan Agreement**” shall mean that certain Senior Secured Super-Priority Priming Debtor-In-Possession Term Loan Agreement, dated as of the date hereof, by and among Holdings, the Borrower, the other guarantors from time to time party thereto, the lenders party from time to time party thereto, and the DIP Term Loan Agent, as amended, restated, supplemented or otherwise modified from time to time.

“**DIP Term Loan Documents**” shall mean the DIP Term Loan Agreement, any note issued thereunder and the other “Loan Documents” under and as defined in the DIP Term Loan Agreement, as each may be amended, restated, supplemented or otherwise modified from time to time.

“**DIP Term Loan Obligations**” shall mean the “Obligations” as defined in the DIP Term Loan Agreement.

“**Discharge of Term Obligations**” shall have the meaning specified therefor in the Intercreditor Agreement.

“**Disposition**” or “**Dispose**” means the sale, transfer, license, lease, or other disposition (in one transaction or in a series of transactions and whether effected pursuant to a Division or otherwise) of any property by any Person (including, without limitation, any sale and leaseback transaction and any issuance of Equity Interests or Disqualified Equity Interests of any other Person held by a specified Person), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith, in each case, resulting in consideration to such Person (including assumption of liabilities) for any such transaction or series of related transactions in excess of \$1.0 million.

“**Disqualified Equity Interests**” means any Equity Interests of any Person that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder thereof), or upon the happening of any event, (a) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, in each case prior to the six month anniversary of the Scheduled Maturity Date, (b) requires the payment of any cash dividend or any other scheduled payment constituting a return of capital, in each case prior to the six month anniversary of the Scheduled Maturity Date or (c) is convertible into or exchangeable for debt securities or for any Equity Interest referred to in clause (a) above, in each case at any time prior to the six month anniversary of the Scheduled Maturity Date.

“**Dividing Person**” has the meaning specified in the definition of “Division.”

“**Division**” means the division of the assets, liabilities and/or obligations of a Person (the “**Dividing Person**”) among two or more Persons (whether pursuant to a “plan of division” or similar arrangement),

which may or may not include the Dividing Person and pursuant to which the Dividing Person may or may not survive.

“Division Successor” means any Person that, upon the consummation of a Division of a Dividing Person, holds all or any portion of the assets, liabilities and/or obligations previously held by such Dividing Person immediately prior to the consummation of such Division. A Dividing Person which retains any of its assets, liabilities and/or obligations after a Division shall be deemed a Division Successor upon the occurrence of such Division.

“Dollar”, **“dollars”** and **“\$”** mean lawful money of the United States.

“Domestic Subsidiary” means any Subsidiary that is organized or existing under the laws of the United States, any state thereof or the District of Columbia.

“Drawing Document” means any Letter of Credit or other document presented for purposes of drawing under any Letter of Credit, including by electronic transmission such as SWIFT, electronic mail, facsimile or computer-generated communication.

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

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

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

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

“Eligible Assignee” means (a) a Credit Party or any of its Affiliates; (b) a bank, insurance company, or company engaged in the business of making commercial loans, which Person, together with its Affiliates, has a combined capital and surplus in excess of \$250.0 million; (c) an Approved Fund; (d) any Person to whom a Credit Party assigns its rights and obligations under this Agreement as part of an assignment and transfer of such Credit Party’s rights in and to a material portion of such Credit Party’s portfolio of asset based credit facilities, and (e) any other Person (other than a natural person) approved by (i) the Administrative Agent and each L/C Issuer, and (ii) unless an Event of Default under Section 8.01(a) or 8.01(g) has occurred and is continuing, the Borrower (each such approval not to be unreasonably withheld or delayed); provided that notwithstanding the foregoing, “Eligible Assignee” shall not include a Loan Party or any of the Loan Parties’ Affiliates or Subsidiaries; and provided further that any proposed assignee that would be a Fee Recipient will not be an Eligible Assignee unless such Person is a Permitted Investor.

“Eligible Accounts” means, at any time of determination and subject to the criteria below, an Account of the Borrower or any Subsidiary Guarantor, that was generated and billed by the Borrower or

such Subsidiary Guarantor in the ordinary course of business, and which the Administrative Agent, in its reasonable discretion, deems to be an Eligible Account. The net amount of an Eligible Account at any time shall be the face amount of such Eligible Account as originally billed minus all customer deposits, unapplied cash collections and other Proceeds of such Account received from or on behalf of the Account Debtor thereunder as of such date and any and all returns, rebates, discounts (which may, at the Administrative Agent's option, be calculated on shortest terms), credits, allowances or excise Taxes of any nature at any time issued, owing, claimed by Account Debtors, granted, outstanding or payable in connection with such Accounts at such time. Without limiting the generality of the foregoing, the following Accounts shall not be Eligible Accounts:

- (a) the Account Debtor is a Loan Party or an Affiliate of any Loan Party;
- (b) it remains unpaid longer than the earlier to occur of (A) 120 days after the original invoice date or (B) 60 days after the original invoice due date;
- (c) the Account Debtor or its Affiliates are past any of the applicable dates referenced in clause (b) above on other Accounts owing to the Borrower or such Subsidiary Guarantor comprising more than fifty percent (50%) of all of the Accounts owing to the Borrower or such Subsidiary Guarantor by such Account Debtor or its Affiliates;
- (d) all Accounts owing by the Account Debtor or its Affiliates represent more than thirty percent (30%) of all other Accounts; provided, that Accounts which are deemed to be ineligible solely by reason of this clause (d) shall be considered Eligible Accounts to the extent of the amount thereof which does not exceed thirty percent (30%) of all other Accounts;
- (e) [reserved];
- (f) the Account is subject to any contra relationship, counterclaim, dispute deposit, or set-off; provided, that Accounts which are deemed to be ineligible by reason of this clause (f) shall be considered ineligible only to the extent of such applicable contra relationship, counterclaim, dispute or set-off;
- (g) the Account Debtor's chief executive office or principal place of business is located outside of the United States, unless the Account is (i) supported by an irrevocable letter of credit or credit insurance satisfactory to Agent in its reasonable discretion, (ii) generated by an Account Debtor with its principal place of business in Canada (provided that the Collateral Agent has a first priority perfected security interest in such Account in the appropriate Canadian province), or (iii) approved by Administrative Agent on a case by case basis;
- (h) it is payable in a currency other than Dollars or Canadian Dollars;
- (i) it (i) arises from a sale on a bill-and-hold, guaranteed sale, sale-or-return, sale-on-approval, consignment, retainage or any other repurchase or return basis or (ii) consists of progress billings or other advance billings that are due prior to the completion of performance by Borrower or the applicable Subsidiary Guarantor of the subject contract for goods or services;
- (j) the Account Debtor is the United States of America or any state or political subdivision (or any department, agency or instrumentality thereof), unless the Borrower or the applicable Subsidiary Guarantor has complied with the Assignment of Claims Act or other applicable similar state or local law in a manner reasonably satisfactory to the Administrative Agent;

(k) it is (a) not at all times subject to the Administrative Agent's duly perfected, first-priority security interest, or (b) subject to any other Lien, or the goods giving rise to such Account were, at the time of sale, subject to any Lien, in each case, other than a Permitted Lien;

(l) it is evidenced by Chattel Paper, Promissory Note or an Instrument of any kind or has been reduced to judgment;

(m) there are facts or circumstances existing, or which could reasonably be anticipated to occur, which could reasonably be expected to result in a material adverse change in the Account Debtor's financial condition or materially impair or delay the collectability of all or any portion of such Account;

(n) the Administrative Agent has not been furnished with all documents and other information pertaining to such Account which the Administrative Agent has reasonably requested, or which any Borrower is obligated to deliver to the Administrative Agent, pursuant to this Agreement;

(o) the Borrower has made an agreement with the Account Debtor to extend the time of payment thereof beyond the time periods set forth in clause (b) above;

(p) the Borrower has posted a surety or other bond in respect of the contract or transaction under which such Account arose;

(q) the Account Debtor is subject to any proceeding seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar applicable law or is subject to any Sanctions or any specially designated nationals list maintained by OFAC or any Governmental Authority;

(r) the sale giving rise to such Account is on cash in advance or cash on delivery terms;

(s) any Accounts of Account Debtors against whom the materialmen, laborers or suppliers of any of the Loan Parties have Liens; provided, that Accounts which are deemed to be ineligible by reason of this clause (r) shall be considered ineligible only to the extent of such Liens;

(t) Accounts that have not been earned by performance or do not represent bona fide amounts due to the Borrower from an Account Debtor;

(u) which (i) does not arise from the sale of goods or performance of services in the ordinary course of business, (ii) is not evidenced by a customer statement or other documentation satisfactory to the Administrative Agent which has been sent to the Account Debtor or (iii) relates to payments of interest;

(v) Accounts with respect to which (A) the goods giving rise to such Account have not been shipped and billed to the Account Debtor, or (B) the services giving rise to such Account have not been performed and billed to the Account Debtor;

(w) the Account Debtor on such Accounts is located in any jurisdiction which adopts a statute or other requirement that any Person that obtains business from within such jurisdiction or is otherwise subject to such jurisdiction's Tax law must file a "Business Activity Report" (or other applicable report) or make any required filings in a timely manner in order to enforce its claims in such jurisdiction's courts or arising under such jurisdiction's laws; provided, that such

Accounts shall nonetheless be Eligible Accounts if such the Borrower has filed a “Business Activity Report” (or other applicable report or required filing);

(x) with respect to which any check or other instrument of payment has been returned uncollected for any reason;

(y) which is owed by an Account Debtor (a) is a Sanctioned Person or (b) that has sold all or substantially all of its assets; or

(z) which is for goods that have been sold under a purchase order or pursuant to the terms of a contract or other agreement or understanding (written or oral) that indicates or purports that any Person other than the Borrower or a Subsidiary Guarantor has or has had an ownership interest in such goods, or which indicates any party other than the Borrower or a Subsidiary Guarantor as payee or remittance party.

“**Eligible Accounts Advance Rate**” means 85%; provided, that if Dilution exceeds five percent (5%), the Administrative Agent may, at its option in its reasonable discretion, (A) reduce such advance rates by the number of full or partial percentage points comprising such excess or (B) establish a Reserve on account of such excess (the “**Dilution Reserve**”).

“**Eligible Accounts Component**” means the amount of Eligible Accounts multiplied by the Eligible Accounts Advance Rate.

“**Eligible Credit Card Receivables**” means Accounts due to the Borrower and the Subsidiary Guarantors on a non-recourse basis from Visa, Mastercard, American Express Company, Discover, and other credit card issuer and processors acceptable to the Administrative Agent in its reasonable discretion, as arise in the ordinary course of business (net of fees payable to the applicable credit card issuer), which have been earned by performance, and are deemed by the Administrative Agent in its reasonable discretion to be eligible for inclusion in the calculation of the Borrowing Base. Without limiting the foregoing, none of the following shall be deemed to be Eligible Credit Card Receivables:

(a) Accounts due from major credit card processors that have been outstanding for more than five (5) Business Days from the date of sale;

(b) Accounts due from major credit card processors with respect to which the Borrower or a Subsidiary Guarantor does not have good, valid and marketable title, free and clear of any Lien (other than Liens granted to the Collateral Agent for its own benefit and the ratable benefit of the other Credit Parties and Liens to secure the Term Facility);

(c) Accounts due from major credit card processors that are not subject to a first priority security interest in favor of the Collateral Agent for its own benefit and the ratable benefit of the other Credit Parties (it being the intent that chargebacks in the ordinary course by the credit card processors shall not be deemed violative of this clause);

(d) Accounts due from major credit card processors which are disputed, are with recourse, or with respect to which a claim, counterclaim, offset or chargeback has been asserted (to the extent of such claim, counterclaim, offset or chargeback);

(e) Accounts due from major credit card processors as to which the credit card processor has the right under certain circumstances to require the Borrower or a Subsidiary Guarantor to repurchase the Accounts from such credit card processor;

(f) Accounts due from any Person on account of any private label credit card receivables other than such Accounts under programs between a Loan Party and a third party reasonably acceptable to the Administrative Agent where the third party retains the consumer credit exposure;

(g) Accounts due from major credit card processors which the Administrative Agent determines in its reasonable discretion to be uncertain of collection, or

(h) Accounts not subject to Credit Card Notification, except Accounts with credit card processors set forth on Schedule 6.13 for a period of 90 days following the Closing Date (or such longer period as may be agreed by the Administrative Agent in its sole discretion).

“Eligible In-Transit Inventory” means, as of any date of determination thereof, without duplication of other Eligible Inventory, Inventory:

(a) Which is in transit from one U.S. location of the Borrower or a Subsidiary Guarantor to another U.S. location of the Borrower or a Subsidiary Guarantor and which otherwise would constitute Eligible Inventory; or

(b) (i) Which has been shipped by a Foreign Subsidiary or other Person from a foreign location for receipt by the Borrower or a Subsidiary Guarantor within forty-five (45) days of the date of shipment, which has left such foreign location in a water borne vessel or is in transit from such vessel on ground in the U.S. but has not yet been delivered to such Borrower or Subsidiary Guarantor;

(ii) For which the purchase order is in the name of the Borrower or a Subsidiary Guarantor and title has passed to such Borrower or Subsidiary Guarantor;

(iii) For which Collateral Agent has a first priority perfected security interest in such Inventory and all documents of title with respect to such Inventory by either of the following: (x) the Administrative Agent shall have in its possession true and correct originals of all applicable negotiable bills of lading covering such Inventory or (y) (i) the Administrative Agent shall be named as the consignee on non-negotiable bills of lading covering such Inventory and (ii) the Agent shall have received a duly executed bailee agreement from each applicable broker, freight forwarder, bailee or carrier for such Inventory, in form and substance satisfactory to the Administrative Agent; provided, however, that in the event of any change in law or judicial interpretation thereof the Collateral Agent reasonably believes that any additional actions are required by the Borrower or Subsidiary Guarantor in order to ensure that the Collateral Agent has a first priority, perfected security interest in such Inventory, the Borrower or such Subsidiary Guarantor shall be required to take such actions in order for such Inventory to satisfy this clause (b)(iii);

(iv) Which, at such time, (A) a UCC financing statement naming the Collateral Agent as secured party is on file in the appropriate UCC filing office and (B) is not subject to any Liens in favor of Persons other than the Collateral Agent (other than any Permitted Liens);

(v) Which is insured in accordance with the terms of this Agreement; and

(vi) Which otherwise would constitute Eligible Inventory;

provided, that at any time, Eligible In-Transit Inventory (other than Eligible In-Transit Inventory which is in transit from one location of the Borrower or a Subsidiary Guarantor to another location of the Borrower or a Subsidiary Guarantor) shall not exceed 15% (or during the period from October 1 through December 31 of any Fiscal Year, 30%) of Eligible Inventory at such time.

“Eligible Inventory” means, as of the date of determination thereof, without duplication, (a) Eligible In-Transit Inventory and (b) items of Inventory of the Borrower or a Subsidiary Guarantor that are finished goods, merchantable and readily saleable to the public in the ordinary course deemed by the Administrative Agent in its reasonable discretion to be eligible for inclusion in the calculation of the Borrowing Base, in each case that, except as otherwise agreed by the Administrative Agent, complies with each of the representations and warranties respecting Inventory made by the Borrower and the Subsidiary Guarantors in the Loan Documents, and that is not excluded as ineligible by virtue of one or more of the criteria set forth below. The following items of Inventory shall not be included in Eligible Inventory:

- (a) Inventory that is not solely owned by the Borrower or a Subsidiary Guarantor;
- (b) Inventory that is leased by or is on consignment to the Borrower or a Subsidiary Guarantor or as to which the Borrower or a Subsidiary Guarantor does not have good and valid title thereto;
- (c) Inventory (other than Eligible In Transit Inventory or Inventory which is the subject of an Eligible Letter of Credit) that is not located in the United States of America (excluding Puerto Rico and other territories or possessions of the United States).
- (d) Inventory that is comprised of goods which (i) are damaged, defective, “seconds,” or otherwise unmerchantable, (ii) are to be returned to the vendor, (iii) are obsolete or slow moving, or custom items, work-in-process, raw materials, or that constitute spare parts, promotional, marketing, packaging and shipping materials or supplies used or consumed in the Borrower’s or a Subsidiary Guarantor’s business, (iv) are not in compliance with all standards imposed by any Governmental Authority having regulatory authority over such Inventory, its use or sale, (v) are vendor serviced merchandise not reflected in the stock ledger, (vi) are bill and hold goods, (vii) are “zero-quantity” or “zero-cost” items, or (viii) constitute foreign exchange rate (FX) losses reclassified to Inventory;
- (e) Inventory that is not subject to a perfected first-priority security interest in favor of the Collateral Agent for its own benefit and the ratable benefit of the other Credit Parties (subject to the priorities set forth in the Financing Orders;
- (f) Inventory that consists of samples, labels, bags, packaging, and other similar non-merchandise categories;
- (g) Inventory that is not insured in compliance with the provisions of Section 6.07 hereof;
- (h) Inventory that has been sold but not yet delivered or as to which the Borrower or a Subsidiary Guarantor has accepted a deposit;
- (i) Inventory that is subject to any licensing, patent, royalty, trademark, trade name or copyright agreement with any third party from which the Borrower or any of its Subsidiaries has received notice of a dispute in respect of any such agreement, which would materially interfere

with the use of such license, patent, trademark, trade name or copyright by the Borrower or any of its Subsidiaries; or

(j) Inventory acquired in an acquisition permitted under Section 7.03, unless and until the Collateral Agent has completed or received (i) an appraisal of such Inventory from appraisers satisfactory to the Collateral Agent, establishes an inventory advance rate and Inventory Reserves (if applicable) therefor, and otherwise agrees that such Inventory shall be deemed Eligible Inventory, and (ii) such other due diligence as the Agents may require, all of the results of the foregoing to be reasonably satisfactory to the Agents.

“Eligible Letter of Credit” means, as of any date of determination thereof, a Commercial Letter of Credit which supports the purchase of Inventory, (a) which Inventory does not constitute Eligible In-Transit Inventory and for which no documents of title have then been issued; (b) which Inventory otherwise would constitute Eligible Inventory, (c) which Commercial Letter of Credit has an expiry within forty-five (45) days of the date of determination, and (d) which Commercial Letter of Credit provides that it may be drawn only after the Inventory is completed and after documents of title have been issued for such Inventory reflecting the Borrower, a Subsidiary Guarantor, or the Collateral Agent as consignee of such Inventory.

“Enhanced Collateral Trigger Event” means that Excess Availability is less than 17.5% of the lesser of (i) the Borrowing Base and (ii) the Aggregate Commitments. For purposes of this Agreement, the occurrence of an Enhanced Collateral Trigger Event shall be deemed continuing until Excess Availability has equaled or exceeded 17.5% of the lesser of (i) Borrowing Base and (ii) the Aggregate Commitments for 30 consecutive days, in which case an Enhanced Collateral Trigger Event shall no longer be deemed to be continuing for purposes of this Agreement.

“Environmental Laws” means any and all Federal, state, local and foreign statutes, laws, regulations, ordinances, rules, common law, judgments, orders, decrees, permits, concessions, grants, franchises or licenses, relating to pollution or the protection of the environment or the Release or threat of Release of any hazardous substances, materials or wastes (including Hazardous Materials) into the environment or human health (to the extent related to exposure to Hazardous Materials), or generation, storage, treatment, transport or handling of any Hazardous Materials.

“Environmental Liability” means any liability, whether pending or threatened (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower, any other Loan Party or any of their respective Restricted Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Environmental Permit” means any permit, approval, identification number, license or other authorization required under any Environmental Law.

“Equity Interests” means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and

whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

“**Equity Investors**” means Holdings, the Sponsor and the Management Stockholders.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

“**ERISA Affiliate**” means any entity under common control with Holdings and the Borrower and which Holdings or the Borrower would be treated as a single employer within the meaning of Section 414 of the Code or Section 4001(a)(14) of ERISA.

“**ERISA Event**” means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by Holdings, the Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) with respect to any Pension Plan, a failure to satisfy the minimum funding standard under Sections 412 and 430 of the Code or Sections 302 and 303 of ERISA, whether or not waived; (d) a determination that any Pension Plan is, or is expected to be, in “at-risk” status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code); (e) a complete or partial withdrawal (within the meanings of Sections 4203 and 4205 of ERISA) by Holdings, the Borrower or any ERISA Affiliate from a Multiemployer Plan or receipt by Holdings or the Borrower of notice from any Multiemployer Plan that it is insolvent (within the meanings of Section 4245 of ERISA) or in “endangered” or “critical” status (within the meaning of Section 432 of the Code or Section 305 of ERISA); (f) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Section 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate under Section 4042 of ERISA a Pension Plan or Multiemployer Plan; (g) the appointment of a trustee to administer under Section 4042 of ERISA any Pension Plan or Multiemployer Plan; or (h) with respect to any Pension Plan the imposition of a lien or the posting of a bond or other security pursuant to Section 436(f) of the Code or Section 206(g)(5) of ERISA.

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

“**Event of Default**” has the meaning specified in Section 8.01. An “Event of Default” shall be deemed to be continuing unless and until that Event of Default has been duly waived as provided in Section 11.01.

“**Excess Availability**” means, as of any date of determination thereof by the Administrative Agent, the result, if a positive number, of:

- (a) The lesser of:
 - (i) the Borrowing Base; or
 - (ii) the Aggregate Commitments; minus
- (b) The aggregate of the outstanding Credit Extensions.

“**Excess Swing Line Loans**” has the meaning specified in Section 2.14(a).

“Excluded Account” means any (a) deposit account which is used solely for purposes of funding payroll, payroll taxes, employee benefit payments, (b) deposit accounts which are zero balance accounts, (c) other controlled disbursement accounts, (d) trust accounts, (e) petty cash accounts, (f) deposit accounts to the extent holding funds from unredeemed gift cards and (g) other deposit accounts with a demand deposit balance not exceeding \$10,000 individually and \$100,000 in the aggregate at any time.

“Excluded Swap Obligation” means, with respect to any Loan Party, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Loan Party of, or the grant by such Loan Party of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Loan Party’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time such Loan Party’s obligations under the last paragraph of Section 10.01 become effective with respect to such related Swap Obligation.

“Excluded Taxes” means, with respect to the Agents, any Lender, each L/C Issuer or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) taxes imposed on or measured by its overall net income (however denominated), franchise taxes imposed on it (in lieu of net income taxes) and branch profits taxes, in each case, (i) imposed as a result of such recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Borrower under Section 11.13), any U.S. federal withholding tax to the extent imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new Lending Office) except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from the Borrower with respect to such withholding tax pursuant to Section 3.01; (c) taxes attributable to a recipient’s failure to comply with Section 3.01(g), 3.01(h) or 3.01(i) and (d) any tax imposed under FATCA.

“Existing Credit Agreement” means that certain Credit Agreement dated as of April 6, 2012 among the Borrower, the guarantors party thereto, the Administrative Agent, the lenders party thereto and the other agents party thereto, as amended.

“Existing Letters of Credit” means the Letters of Credit set forth on Schedule 2.03.

“Facility” means the Commitments, Loans and other Credit Extensions under this Agreement.

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

“Federal Funds Effective Rate” means, for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions (as determined in such manner as shall be set forth on the NYFRB’s Website from time to time) and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate, provided that, if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

“**Fee Letter**” means the letter agreement, dated as of the date hereof, among the Borrower and Eclipse, as such letter agreement may from time to time be amended, restated, supplemented or otherwise modified from time to time.

“**Fee Recipient**” means any Person (other than the Administrative Agent in its capacity as such) that will be entitled to receive any payment of fees (however denominated), including, without limitation, any Commitment Fee or any Letter of Credit Fee.

“**Financing Orders**” shall mean, collectively, the Interim Financing Order and the Final Financing Order.

“**Final Financing Order**” shall have the meaning assigned to such term in Section 4.02(e).

“**First Priority**” means, with respect to any Lien purported to be created on any Collateral pursuant to any Collateral Document, that such Lien is the most senior Lien to which such Collateral is subject (subject to Permitted Liens and the Financing Orders).

“**Fiscal Month**” means any fiscal month of any Fiscal Year.

“**Fiscal Quarter**” means any fiscal quarter of any Fiscal Year.

“**Fiscal Year**” means any period of twelve consecutive Fiscal Months ending on the Saturday closest to March 31 in each calendar year (except for 53-week years).

“**Floor**” means 2.00%.

“**Foreign Lender**” means any Lender or L/C Issuer that is not, for U.S. federal income tax purposes, (a) an individual who is a citizen or resident of the United States, (b) a corporation, partnership or other entity treated as a corporation or partnership created or organized in or under the laws of the United States, or any political subdivision thereof, (c) an estate whose income is subject to U.S. federal income taxation regardless of its source or (d) a trust if a court within the United States is able to exercise primary supervision over the administration of such trust and one or more United States persons have the authority to control all substantial decisions of such trust. In addition, solely for purposes of clause (b) of the definition of “Excluded Taxes”, a Foreign Lender shall include a partnership or other entity treated as a partnership created or organized in or under the laws of the United States, or any political subdivision thereof, but only to the extent the partners of such partnership (including indirect partners if the direct partners are partnerships or other entities treated as partnerships for U.S. federal income tax purposes created or organized in or under the laws of the United States, or any political subdivision thereof) are treated as Foreign Lenders under the preceding sentence.

“**Foreign Plan**” means any employee benefit plan, program, policy, arrangement or agreement maintained or contributed to by, or entered into with, Holdings, the Borrower or any Subsidiary with respect to employees employed by Holdings, the Borrower or any Subsidiary outside the United States that is not subject to the laws of the United States.

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

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

“**Fund**” means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

“**GAAP**” means generally accepted accounting principles in the United States, as in effect from time to time; provided, however, that if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof (including through the adoption of IFRS) on the operation of such provisions (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof (including through the adoption of IFRS), then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

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

“**Guarantee**” means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the “**primary obligor**”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien). The amount of any Guarantee shall be deemed to be an amount equal to, with respect to clause (a) above, the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith or, with respect to clause (b) above, the fair market value of the property subject to (or contemplated to be subject to) such Lien as determined by the guaranteeing Person in good faith. The term “Guarantee” as a verb has a corresponding meaning.

“**Guarantors**” means, collectively, Holdings and each Domestic Subsidiary of the Borrower (in each case pursuant to the terms and conditions hereof and of the Financing Orders).

“**Guaranty**” means the guaranty contained in Article X hereof made by the Guarantors in favor of the Credit Parties.

“**Hazardous Materials**” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or

asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated or defined as hazardous or toxic (or words of similar import) pursuant to any Environmental Law.

“**Holdings**” has the meaning specified in the Preliminary Statements.

“**IFRS**” means International Financial Reporting Standards and applicable accounting requirements set by the International Accounting Standards Board or any successor thereto (or the Financial Accounting Standards Board, the Accounting Principles Board of the American Institute of Certified Public Accountants, or any successor to either such Board, or the SEC, as the case may be), as in effect from time to time.

“**Indebtedness**” means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

- (a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;
- (b) the maximum amount (after giving effect to any prior drawings or reductions that may have been reimbursed) of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial letters of credit), bankers’ acceptances, bank guaranties, surety bonds and similar instruments;
- (c) net obligations of such Person under Swap Contracts;
- (d) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business which are being disputed in good faith by appropriate proceedings or which are not past due for more than 120 days after the date on which such trade account was created, any bona fide earn-out obligation or purchase price adjustment until such obligation is not paid after becoming due and payable and accounts for payroll and other liabilities in the ordinary course of business);
- (e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;
- (f) all Attributable Indebtedness in respect of Capital Lease Obligations and Synthetic Lease Obligations of such Person and all Synthetic Debt of such Person;
- (g) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interest in such Person or any other Person, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends; and
- (h) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is non-recourse to such Person. The amount of any net obligation under any Swap Contract on any date shall be

deemed to be the Swap Termination Value thereof as of such date. The amount of outstanding Indebtedness as of any date shall be the principal amount or accreted value thereof at such date.

“**Indemnified Taxes**” means Taxes other than Excluded Taxes imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document.

“**Indemnitee**” has the meaning specified in Section 11.04(b).

“**Independent Financial Advisor**” means an accounting, appraisal, investment banking firm or consultant of nationally recognized standing that is, in the good faith judgment of the Borrower, qualified to perform the task for which it has been engaged and that is independent of the Borrower and its Affiliates.

“**Information**” has the meaning specified in Section 11.07.

“**Intellectual Property**” means all present and future: trade secrets, know-how and other proprietary information; trademarks, internet domain names, service marks, trade dress, trade names, business names, designs, logos, slogans, indicia of origin, and other source and/or business identifiers, and all registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights and copyright applications; unpatented inventions (whether or not patentable); patents and patent applications; license agreements related to any of the foregoing; all other intellectual property; and all common law and other rights throughout the world in and to all of the foregoing.

“**Intercreditor Agreement**” means the Intercreditor Agreement, dated as of April 6, 2012, by and among JPMorgan Chase Bank, N.A., as ABL Agent, and JPMorgan Chase Bank, N.A., as Term Agent, as amended, restated, amended and restated, supplemented or otherwise modified from time to time and as further amended by the Financing Orders, including to add the Agents and the DIP Term Loan Agents thereto.

“**Interest Payment Date**” means (a) with respect to any Base Rate Loan (including a Swing Line Loan), the first Business Day after the end of each calendar month, upon any prepayment and the Maturity Date, (b) [reserved], and (c) with respect to any Term Benchmark Loan, the first day of each calendar month, upon any prepayment and the Maturity Date.

“**Interim Financing Order**” shall have the meaning assigned to such term in Section 4.01(i).

“**Inventory**” has the meaning given that term in the UCC, and shall also include, without limitation, all: (a) goods which (i) are leased by a Person as lessor, (ii) are held by a Person for sale or lease or to be furnished under a contract of service, (iii) are furnished by a Person under a contract of service, or (iv) consist of raw materials, work in process, or materials used or consumed in a business; (b) goods of said description in transit; (c) goods of said description which are returned, repossessed or rejected; and (d) packaging, advertising, and shipping materials related to any of the foregoing.

“**Inventory Component**” means (a) Eligible Inventory, net of Inventory Reserves, valued at cost, multiplied by (b) the Appraised Value Percentage, multiplied by 100%.

“**Inventory Reserves**” means such reserves as may be established from time to time by the Administrative Agent in the Administrative Agent’s reasonable discretion which negatively affect the saleability, at retail, of the Eligible Inventory or which reflect such other factors as negatively affect the market value of the Eligible Inventory. Without limiting the generality of the foregoing, Inventory Reserves may include (but are not limited to) reserves based on:

- (a) Obsolescence;
- (b) Seasonality;
- (c) [reserved];
- (d) [reserved];
- (e) Change in Inventory character;
- (f) Change in Inventory composition;
- (g) Change in Inventory mix;
- (h) Markdowns (both permanent and point of sale);
- (i) Retail markdowns and markups inconsistent with prior period practice and performance, industry standards, current business plans or advertising calendar and planned advertising events; and
- (j) Out-of-date and/or expired Inventory.

“**Investment**” means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or interest in, another Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the assets of another Person or of the assets of another Person that constitute a discrete business unit. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested (measured at the time made), without adjustment for subsequent increases or decreases in the value of such Investment.

“**IRS**” means the United States Internal Revenue Service.

“**ISDA Definitions**” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.

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

“**Issuer Documents**” means with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by any L/C Issuer and the Borrower (or any Subsidiary Guarantor) or in favor of such L/C Issuer and relating to any such Letter of Credit.

“**Landlord Lien State**” means such state(s) in which a landlord’s claim for rent has priority over the lien of the Collateral Agent in any of the Collateral (including, without limitation, Virginia, Pennsylvania, and Washington).

“**Laws**” means, collectively, all international, foreign, Federal, state and local statutes, laws (including common law), treaties, rules, guidelines, regulations, judgments, ordinances, codes and

administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“**L/C Credit Extension**” means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof.

“**L/C Issuer**” means Wells Fargo Bank, National Association, BMO, Capital One, Truist Bank, or any other Person that, at the request of Borrower and with the consent of the Administrative Agent, agrees, in such Person’s sole discretion to become an L/C Issuer for the purpose of issuing Letters of Credit pursuant to Section 2.03.

“**L/C Obligations**” means, as at any date of determination, the aggregate undrawn amount available to be drawn under all outstanding Letters of Credit plus the aggregate of all Unreimbursed Amounts, including all Letter of Credit Disbursements. For purposes of computing the amounts available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.07. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be “outstanding” in the amount so remaining available to be drawn.

“**Lease**” means any agreement, whether written or oral, no matter how styled or structured, pursuant to which a Loan Party is entitled to the use or occupancy of any space in a structure, land, improvements or premises for any period of time.

“**Lender**” has the meaning specified in the introductory paragraph hereto and their respective successors and assigns as permitted hereunder, each of which is referred to herein as a “**Lender**”; as the context requires, the term “**Lender**” includes the Swing Line Lender.

“**Lending Office**” means, as to any Lender, the office or offices of such Lender described as such in such Lender’s Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent.

“**Letter of Credit**” means any letter of credit issued hereunder.

“**Letter of Credit Application**” means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by any L/C Issuer.

“**Letter of Credit Collateralization**” means any of the following, at the option of the Borrower:

(a) providing cash collateral (pursuant to documentation reasonably satisfactory to the Administrative Agent (including that the Administrative Agent has a first priority perfected Lien in such cash collateral) to be held by the Administrative Agent for the benefit of the Revolving Lenders in an amount equal to 105% of the then existing Letter of Credit Usage;

(b) delivering to the Administrative Agent documentation executed by all beneficiaries under the Letters of Credit, in form and substance reasonably satisfactory to the Administrative Agent and the applicable L/C Issuer, terminating all of such beneficiaries’ rights under the Letters of Credit;

(c) providing the Administrative Agent with a standby letter of credit, in form and substance reasonably satisfactory to the Administrative Agent, from a commercial bank acceptable to the Administrative Agent (in its sole discretion) in an amount equal to 105% of the then existing Letter of Credit Usage; or

(d) the Borrower making other arrangements with respect to the Letters of Credit of the applicable L/C Issuer satisfactory to such L/C Issuer in its sole discretion.

“Letter of Credit Disbursement” means a payment made by an L/C Issuer pursuant to a Letter of Credit.

“Letter of Credit Expiration Date” means the day that is five days prior to the Scheduled Maturity Date or, if such day is not a Business Day, the next preceding Business Day.

“Letter of Credit Fee” has the meaning specified in Section 2.09(c).

“Letter of Credit Sublimit” means an amount equal to \$15.0 million. The Letter of Credit Sublimit is part of, and not in addition to, the Aggregate Commitments. A permanent reduction of the Aggregate Commitments shall not require a corresponding pro rata reduction in the Letter of Credit Sublimit; provided, however, that if the Aggregate Commitments are reduced to an amount less than the Letter of Credit Sublimit, then the Letter of Credit Sublimit shall be reduced to an amount equal to (or, at the Borrower’s option, less than) the Aggregate Commitments.

“Lien” means any mortgage, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), charge, preference, or priority in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to Real Estate, and any Capital Lease Obligations having substantially the same economic effect as any of the foregoing).

“Liquidation” means the exercise by the Administrative Agent or Collateral Agent of those rights and remedies accorded to such Agents under the Loan Documents and applicable Law as a creditor of the Loan Parties with respect to the realization on the Collateral, including (after the occurrence and continuation of an Event of Default) the conduct by the Loan Parties acting with the consent of the Administrative Agent, of any public, private or going out of business sale or other disposition of the Collateral for the purpose of liquidating the Collateral. Derivations of the word “Liquidation” (such as “Liquidate”) are used with like meaning in this Agreement.

“Loan” means an extension of credit by a Lender to the Borrower under Article II in the form of a Committed Loan or any Swing Line Loan.

“Loan Account” has the meaning assigned to such term in Section 2.11(a).

“Loan Documents” means, collectively, (a) this Agreement, (b) [reserved], (c) the Collateral Documents (including the Financing Orders), (d) the Fee Letter, (e) [reserved] and (f) any agreement entered into after the Closing Date between or among the Borrower, the Administrative Agent and/or any other Credit Party or any of their Affiliates in connection with this Agreement or any transactions contemplated hereby which, in the case of this clause (f), is specified by its terms as a “Loan Document” hereunder.

“Loan Parties” means, collectively, the Borrower and each Guarantor.

“Management Agreement” means the Amended and Restated Management Services Agreement dated as of September 1, 2011 between Leonard Green & Partners, L.P. (or any Affiliate of Leonard Green & Partners, L.P. to which such agreement has been assigned) and the Borrower as in effect as of the Closing Date or as amended in any manner not materially adverse to the Lenders.

“Management Stockholders” means the members of management of Holdings or any of its Subsidiaries who are investors in Holdings or any direct or indirect parent thereof on the Closing Date.

“Material Adverse Effect” means (a) any change, circumstance, event or effect that would be materially adverse to the assets, liabilities, business, financial condition or results of operations of Holdings and its Restricted Subsidiaries taken as a whole; (b) a material impairment of the rights and remedies of the Administrative Agent, the Collateral Agent or any Lender under any Loan Document, or of the ability of any of Holdings, the Borrower or any Material Subsidiary to perform its obligations under any Loan Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any of Holdings, the Borrower or any Material Subsidiary of any Loan Document to which it is a party (in each case, other than (i) the commencement of a proceeding under the Bankruptcy Code and the filing of the Chapter 11 Cases, (ii) the events and conditions related to or that led to the commencement of the Chapter 11 Cases, (iii) events that customarily and reasonably result from the commencement of the Chapter 11 Cases (in each case, other than matters affecting the Loan Parties that are not subject to the automatic stay) and any action required to be taken under the Loan Documents or under an order of the Bankruptcy Court, and (iv) the consummation of the transactions contemplated or actions required to be taken pursuant to the Approved Bankruptcy Court Orders or the Approved Plan of Reorganization).

“Material Indebtedness” means Indebtedness (other than the Obligations) of any of Holdings or any of its Restricted Subsidiaries in an aggregate principal amount exceeding \$10.0 million for all such Persons. For purposes of determining the amount of Material Indebtedness at any time, the amount of the obligations in respect of any Swap Contract at such time shall be calculated at the Swap Termination Value thereof.

“Material Intellectual Property” means any Intellectual Property that, individually or in the aggregate, is material to the operation of the business of the Borrower and its Restricted Subsidiaries.

“Material Subsidiary” means, at any date of determination, any Restricted Subsidiary or group of Restricted Subsidiaries (a) whose total assets at the last day of the most recently ended Measurement Period were equal to or greater than 5% of the Consolidated total assets of Holdings and its Consolidated Subsidiaries at such date, or (b) whose gross revenues for such Measurement Period were equal to or greater than 5% of the Consolidated gross revenues of Holdings and its Consolidated Subsidiaries for such period, in each case determined in accordance with GAAP.

“Maturity Date” has the meaning specified in Section 2.07(a).

“Maximum Rate” has the meaning specified in Section 11.09.

“Measurement Period” means, at any date of determination, the most recently completed four consecutive Fiscal Quarters of Holdings and its Restricted Subsidiaries for which financial statements pursuant to Section 6.01(a) or (b) have been, or were required to have been, delivered for the applicable fiscal period.

“Moody’s” means Moody’s Investors Service, Inc. and any successor thereto.

“**Multiemployer Plan**” means a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA, to which Holdings, the Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions on behalf of participants who are or were employed by any of them.

“**Net Cash Proceeds**” means with respect to any Disposition by the Borrower or any of its Restricted Subsidiaries, the excess, if any, of (a) the sum of cash and Cash Equivalents received in connection with such transaction (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received) over (b) the sum of (i) the principal amount of any Indebtedness (plus any premium or other required payment on account thereof) that is secured by a Lien having priority over the Lien of the Collateral Agent (if any) on the applicable asset and that is required to be repaid in connection with such transaction (other than Indebtedness under the Loan Documents, but including, the payment of the proceeds from any Term Priority Collateral in reduction of the Indebtedness under the Term Facility) and (ii) the reasonable out-of-pocket expenses incurred by Borrower or such Restricted Subsidiary in connection with such transaction.

“**Notes**” means the promissory notes of the Borrower substantially in the form of Exhibit E, each payable to a Lender, evidencing the Loans made by the Lenders, as each may be amended, supplemented or modified from time to time.

“**Notice of Borrowing**” means a notice of a Borrowing, which, if in writing, shall be substantially in the form of Exhibit A-1.

“**NPL**” means the National Priorities List under CERCLA.

“**NYFRB**” means the Federal Reserve Bank of New York.

“**NYFRB Rate**” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day to the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“**NYFRB’s Website**” means the website of the NYFRB at <http://www.newyorkfed.org>, or any successor source.

“**Obligations**” means all debts (including principal, interest, fees, costs, and expenses), liabilities, obligations, covenants, indemnities, and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan or Letter of Credit (including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral therefor), whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of the Chapter 11 Cases or any other proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

“**Official Committee**” means any official committee of unsecured creditors appointed in any of the Chapter 11 Cases.

“Organization Documents” means (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, limited partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

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

“Other Taxes” means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies (including any interest, additions to tax or penalties applicable thereto) arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

“Outstanding Amount” means (a) with respect to Committed Loans and Swing Line Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Committed Loans and Swing Line Loans, as the case may be, occurring on such date; and (b) with respect to any L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements by the Borrower of Unreimbursed Amounts.

“Overadvance” means a Credit Extension to the extent that, immediately after its having been made, Excess Availability is less than zero.

“Overnight Bank Funding Rate” means, for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in Dollars by U.S.-managed banking offices of depository institutions (as such composite rate shall be determined by the NYFRB as set forth on the NYFRB’s Website from time to time) and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

“Participant” has the meaning specified in Section 11.06(d).

“Participant Register” has the meaning specified in Section 11.06(d).

“Payment” has the meaning specified in Section 9.18(a).

“Payment Notice” has the meaning specified in Section 9.18(b).

“PBGCC” means the Pension Benefit Guaranty Corporation.

“**PCAOB**” means the Public Company Accounting Oversight Board.

“**Pension Plan**,” means any “employee pension benefit plan” (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Section 412 of the Code or Title IV of ERISA and is sponsored or maintained by Holdings, the Borrower or any ERISA Affiliate or to which Holdings, the Borrower or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five plan years on behalf of participants who are or were employed by any of them.

“**Permitted Holdco Debt**” means Indebtedness of Holdings that (a) is not subject to any Guarantee by the Borrower or any other Restricted Subsidiary, (b) will not mature prior to the date that is 180 days after the Scheduled Maturity Date, (c) has no scheduled amortization or mandatory redemption of principal (excluding customary offers to purchase under certain circumstances, such as a “change in control”) prior to the date that is 180 days after the Scheduled Maturity Date, (d) does not require or permit payments in cash of interest or other amounts in the nature of interest prior to the date that is 180 days after the Scheduled Maturity Date, (e) is subordinated to the Obligations on terms reasonably acceptable to the Administrative Agent, (f) is unsecured, (g) is not convertible into or exchangeable for any Indebtedness or Equity Interests other than Equity Interests in Holdings (other than Disqualified Equity Interests) on market terms, (h) has covenants, defaults and remedies provisions customary for senior discount notes of an issuer that is the parent of a borrower under senior credit facilities, and (i) the net proceeds from which are contributed by Holdings to the Borrower or any of the Restricted Subsidiaries for its general corporate purposes (including, without limitation, for the payment of the purchase price for acquisitions permitted under Section 7.03(h)).

“**Permitted Indebtedness**” has the meaning specified in Section 7.02.

“**Permitted Investor**” means any Fee Recipient that, with respect to all payments of fees (however denominated) to be paid under this Agreement or any other Loan Document, is entitled to a complete exemption from United States Federal withholding tax at the time such Person becomes a party to this Agreement (and absent a subsequent change in law, at all times thereafter); provided that any Person claiming an exemption with respect to fees pursuant to Internal Revenue Service Form W-8BEN or W-8BEN-E, as applicable, (directly or indirectly through Internal Revenue Service Form W-8IMY) will not be a Permitted Investor unless such exemption is based on the “business profits” or “other income” articles of a tax treaty to which the United States is a party; and provided further that a Person shall not be a Permitted Investor unless it provides the Borrower and the Administrative Agent with one or more executed original copies (as requested by the Borrower or the Administrative Agent) of Internal Revenue Service Form W-9 (or its successor form) or the applicable Internal Revenue Service Form W-8 (or its successor form) no later than the date such Person becomes a party.

“**Permitted Lien**” has the meaning specified in Section 7.01.

“**Permitted Overadvance**” means an Overadvance made by the Administrative Agent, in its discretion, which:

- (a) Is made to maintain, protect or preserve the Collateral and/or the Credit Parties’ rights under the Loan Documents or which is otherwise for the benefit of the Credit Parties; or
- (b) Is made to enhance the likelihood of, or to maximize the amount of, repayment of any Obligation;
- (c) Is made to pay any other amount chargeable to any Loan Party hereunder; and

- (d) Together with all other Permitted Overadvances then outstanding, shall not
- (i) exceed five percent (5%) of the Borrowing Base in the aggregate outstanding at any time or
 - (ii) unless a Liquidation is taking place, remain outstanding for more than forty-five (45) consecutive Business Days, or (iii) be made on more than two occasions in any 180 day period;

provided, however, that the foregoing shall not (i) modify or abrogate any of the provisions of Section 2.03 regarding the Lenders' obligations with respect to L/C Obligations, or (ii) result in any claim or liability against the Administrative Agent (regardless of the amount of any Overadvance) for "inadvertent Overadvances" (*i.e.*, where an Overadvance results from changed circumstances beyond the control of the Administrative Agent (such as a reduction in the collateral value)), and such "inadvertent Overadvances" shall not reduce the amount of Permitted Overadvances allowed hereunder, and provided further that in no event shall the Administrative Agent make an Overadvance, if after giving effect thereto, the principal amount of the Credit Extensions would exceed the Aggregate Commitments (as in effect prior to any termination of the Commitments pursuant to Section 2.06, hereof).

"Permitted Prior Liens" has the meaning set forth in the Financing Orders.

"Permitted Protest" means the protest by the Borrower or any Restricted Subsidiary of any Lien (other than any such Lien that secures the Obligations), taxes, or rental payment, provided that (a) a reserve with respect to such obligation is established on the books and records of the applicable Person in such amount (if any) to the extent required under GAAP, (b) any such protest is prosecuted diligently by the Borrower or such Restricted Subsidiary, as the case may be, in good faith, by appropriate proceedings, and (c) such protest effectively suspends collection of the contested obligation and enforcement of any Lien securing such obligation.

"Permitted Refinancing Indebtedness" means, with respect to any Person, any modification, refinancing, refunding, renewal or extension of any Indebtedness of such Person (or any successor of such Person) by such Person or its successor; provided, that (a) the principal or committed amount (or accreted value, if applicable) thereof does not exceed the sum of (i) the outstanding principal or committed amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed or extended plus (ii) prepayment premiums and other reasonable amounts paid, and fees (including original issue discount and upfront fees) and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal or extension, (b) other than with regard to Permitted Refinancing Indebtedness in respect of Indebtedness permitted pursuant to Section 7.02(e) or Section 7.02(g), such modification, refinancing, refunding, renewal or extension has (i) a final maturity date equal to or later than the final maturity date of the Indebtedness being modified, refinanced, refunded, renewed or extended and (ii) a weighted average life to maturity equal to or greater than the weighted average life to maturity of the Indebtedness being modified, refinanced, refunded, renewed or extended, (c) if the Indebtedness being modified, refinanced, refunded, renewed or extended is Subordinated Indebtedness, such modification, refinancing, refunding, renewal or extension (i) is subordinated in right of payment to the Obligations on terms at least as favorable, taken as a whole, to the Lenders as those contained in the documentation governing the Subordinated Indebtedness being modified, refinanced, refunded, renewed or extended, (ii) does not require payments of cash interest prior to the date that is six months following the maturity date of the Indebtedness being refinanced in amounts greater than was required by the Indebtedness being refinanced, and (iii) contains covenants and events of default that are not more restrictive taken as a whole than the covenants and events of default contained in the documentation governing the Indebtedness being refinanced (as determined in good faith by the Borrower), and (d) no property of any Loan Party or Restricted Subsidiary shall constitute collateral security for the Indebtedness so modified, refinanced, refunded, renewed, or extended other than any Permitted Liens.

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

“**Plan**” means any “employee benefit plan” (as such term is defined in Section 3(3) of ERISA) established or maintained by Holdings, the Borrower or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate.

“**Plan Asset Regulations**” means 29 CFR § 2510.3-101 et seq., as modified by Section 3(42) of ERISA, as amended from time to time.

“**Platform**” has the meaning specified in Section 6.02.

“**Pledged Debt**” means any debt instrument constituting Collateral under any of the Collateral Documents.

“**Pledged Equity**” means any certificated equity security constituting Collateral under any of the Collateral Documents.

“**Prepetition ABL Agent**” shall mean JPMorgan Chase Bank, N.A., as administrative agent under the Prepetition ABL Credit Agreement.

“**Prepetition ABL Credit Agreement**” shall mean that certain Credit Agreement, dated as of April 6, 2012, by and among the Borrower and the Guarantors party thereto, the lenders party thereto, the Prepetition ABL Agent and the other parties thereto, as amended, restated, supplemented or otherwise modified prior to the date hereof.

“**Prepetition ABL Credit Facility**” shall mean a senior secured asset-based revolving credit facility made available to the Borrower pursuant to the Prepetition ABL Credit Agreement.

“**Prepetition ABL Debt**” means the “Prepetition ABL Secured Obligations” as defined in the Interim Financing Order or, after entry thereof, the Final Financing Order.

“**Prepetition Appraisal**” means the inventory appraisal dated August 27, 2024 by Gordon Brothers Asset Advisors, LLC, provided by Borrower to the Administrative Agent prior to the Closing Date.

“**Prepetition Debt**” shall mean collectively, the Prepetition ABL Debt and the Prepetition Term Debt.

“**Prepetition Facilities**” shall mean, collectively, the Prepetition ABL Credit Facility and the Prepetition Term Loan Facility.

“**Prepetition Term Agent**” shall mean JPMorgan Chase Bank, N.A., as administrative agent for the Prepetition Term Lenders.

“**Prepetition Term Debt**” means the “Obligations” as defined in the Prepetition Term Loan Credit Agreement.

“**Prepetition Term Lenders**” shall mean the lenders party to the Prepetition Term Loan Credit Agreement.

“Prepetition Term Loan Credit Agreement” shall mean that certain Senior Secured Term Loan Agreement, dated as of April 6, 2012, by and among the Borrower and Guarantors party thereto, the Prepetition Term Lenders, the Prepetition Term Agent and the other parties thereto, as amended, restated, supplemented or otherwise modified prior to the date hereof.

“Prepetition Term Loan Documents” shall mean the Prepetition Term Loan Credit Agreement, any note issued thereunder and the other “Loan Documents” under and as defined in the Prepetition Term Loan Credit Agreement, as each may be amended, restated, supplemented or otherwise modified from time to time.

“Prepetition Term Loan Facility” shall mean a senior secured term loan credit facility made available to the Borrower pursuant to the Prepetition Term Loan Credit Agreement.

“Prime Rate” means the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the FRB in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the FRB (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

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

“Public Lender” has the meaning specified in Section 6.02.

“Public Offering” means a public offering of the Equity Interests of Holdings pursuant to an effective registration statement under the Securities Act.

“Real Estate” means all Leases and all land, together with the buildings, structures, parking areas, and other improvements thereon, now or hereafter owned by any Loan Party.

“Reference Time” with respect to any setting of the then-current Benchmark means, (a) if such Benchmark is the Term SOFR Rate, 5:00 a.m. (Chicago time) on the day that is two (2) U.S. Government Securities Business Days preceding the date of such setting, (b) [reserved] or (c) if such Benchmark is not the Term SOFR Rate, the time determined by the Administrative Agent in its reasonable discretion.

“Register” has the meaning specified in Section 11.06(c).

“Registered Public Accounting Firm” has the meaning specified by the Securities Laws and shall be independent of Holdings and its Subsidiaries as prescribed by the Securities Laws.

“Regulation T” means Regulation T of the FRB, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“Regulation U” means Regulation U of the FRB, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“Regulation X” means Regulation X of the FRB, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“**Related Parties**” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person’s Affiliates.

“**Release**” means any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, dispersing, or migrating of any Hazardous Material into or through the environment.

“**Relevant Governmental Body**” means the FRB and/or the NYFRB, or a committee officially endorsed or convened by the FRB and/or the NYFRB or, in each case, any successor thereto.

“**Relevant Rate**” means with respect to any Term Benchmark Borrowing, the Term SOFR Rate.

“**Reportable Event**” means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period has been waived by regulation.

“**Reports**” has the meaning provided in Section 9.12(b).

“**Request for Credit Extension**” means (a) with respect to a Borrowing of Committed Loans, a Notice of Borrowing, (b) with respect to an L/C Credit Extension, a Letter of Credit Application, and (c) with respect to a Swing Line Loan, a Notice of Borrowing.

“**Required Lenders**” means, as of any date of determination, (a) if there are less than three Lenders at such time, all Lenders, and (b) if there are three or more Lenders at such time, (i) Lenders holding more than 50% of the Aggregate Commitments or, (ii) if the Aggregate Commitments of the Lenders to make Loans and the obligation of the Administrative Agent to cause the L/C Issuers to make L/C Credit Extensions have been terminated pursuant to Section 8.02, Lenders holding in the aggregate more than 50% of the Total Outstandings (with the aggregate amount of each Lender’s risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed “held” by such Lender for purposes of this definition); provided that the Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

“**Reserves**” means all (if any) Inventory Reserves and Availability Reserves.

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

“**Responsible Officer**” means the chief executive officer, president, chief financial officer, chief administrative officer, any executive or senior vice president, vice president of finance and treasury, treasurer, assistant treasurer or controller of a Loan Party or any of the other officers designated in writing to the Administrative Agent by an existing Responsible Officer of a Loan Party as an authorized signatory of any certificate or other document to be delivered hereunder. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

“**Restricted Payment**” means any dividend or other distribution (whether in cash, securities or other property) by the Borrower or any of its Restricted Subsidiaries with respect to any Equity Interest of Holdings or any of its Restricted Subsidiaries, or any payment by the Borrower or any of its Restricted Subsidiaries (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of

any such Equity Interest, or on account of any return of capital to Holdings' or any of its Restricted Subsidiaries' direct or indirect stockholders, partners or members (or the equivalent of any thereof). For the avoidance of doubt, payments made pursuant to the Management Agreement shall not be considered Restricted Payments.

“Restricted Subsidiary” means any Subsidiary of Holdings other than an Unrestricted Subsidiary. In all events, the Borrower shall be deemed a Restricted Subsidiary of Holdings. A Restricted Subsidiary of Holdings that is also a Subsidiary of the Borrower shall also be deemed to be a Restricted Subsidiary of the Borrower.

“S&P” means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, and any successor thereto.

“Sanctioned Country” means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (as of the Closing Date, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, Cuba, Iran, North Korea, Syria and the Crimea, Zaporizhzhia and Kherson Regions of Ukraine).

“Sanctioned Person” means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, or the U.S. Department of State or by the United Nations Security Council, the European Union or any European Union member state, His Majesty's Treasury of the United Kingdom or other relevant sanctions authority, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b), or (d) any Person otherwise the subject of Sanctions.

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

“Scheduled Maturity Date” has the meaning specified in Section 2.07(a).

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

“Second Priority” means, with respect to any Lien purported to be created in any Collateral pursuant to any Collateral Document, that such Lien is second in priority only to the Liens created under the Term Loan Documents (subject to Permitted Liens and the Financing Orders).

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Securities Laws” means the Securities Act, the Securities Exchange Act of 1934, the Sarbanes-Oxley Act of 2002 (in each case, as amended), and the applicable accounting and auditing principles, rules, standards and practices promulgated, approved or incorporated by the SEC or the PCAOB.

“Settlement Date” has the meaning specified in Section 2.14(a).

“Shrink” means Inventory which has been lost, misplaced, stolen, or is otherwise unaccounted for.

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

“**SOFR Administrator**” means the NYFRB (or a successor administrator of the secured overnight financing rate).

“**SOFR Administrator’s Website**” means the NYFRB’s Website, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“**SOFR Determination Date**” has the meaning specified in the definition of “Daily Simple SOFR”.

“**SOFR Rate Day**” has the meaning specified in the definition of “Daily Simple SOFR”.

“**Sponsor**” means Leonard Green & Partners, L.P., a Delaware limited partnership.

“**Standard Letter of Credit Practice**” means, for any L/C Issuer, any domestic or foreign law or letter of credit practices applicable in the city in which such L/C Issuer issued the applicable Letter of Credit or, for its branch or correspondent, such laws and practices applicable in the city in which it has advised, confirmed or negotiated such Letter of Credit, as the case may be, in each case, (a) which letter of credit practices are of banks that regularly issue letters of credit in the particular city, and (b) which laws or letter of credit practices are required or permitted under ISP or UCP, as chosen in the applicable Letter of Credit.

“**Stated Amount**” means at any time the maximum amount for which a Letter of Credit may be honored.

“**Store**” means any retail store (which includes any real property, Fixtures, Equipment, Inventory and other property related thereto) operated, or to be operated, by the Borrower or any Restricted Subsidiary.

“**Subordinated Indebtedness**” means all Indebtedness of a Loan Party that is subordinate in right of payment to any or all of the Obligations pursuant to subordination provisions reasonably acceptable to the Administrative Agent and which provide, without limitation, (a) for a maturity after the Scheduled Maturity Date, (b) that such Indebtedness is unsecured, (c) that no principal payments shall be required to be made until after the Scheduled Maturity Date, and (d) that interest shall accrue and be payable in cash at a market rate of interest, subject to the right of the Administrative Agent to impose a payment blockage period upon the occurrence and during the continuance of any Event of Default. In no event shall Disqualified Equity Interests be deemed Subordinated Indebtedness.

“**Subsidiary**” of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of Holdings.

“**Subsidiary Guarantors**” means collectively, all Restricted Subsidiaries of the Borrower other than (i) any CFC, (ii) any Subsidiary owned directly or indirectly by a CFC or (iii) any Domestic Subsidiary that is a disregarded entity for U.S. federal income tax purposes if substantially all of the assets of such Domestic Subsidiary consist of Equity Interests in one or more Foreign Subsidiaries.

“Supermajority Lenders” means, as of any date of determination, (a) if there are less than three Lenders at such time, all Lenders, and (b) if there are three or more Lenders at such time, (i) Lenders holding more than 75% of the Aggregate Commitments or, (ii) if the Commitments of the Lenders to make Loans and the obligation of the Administrative Agent to cause the L/C Issuers to make L/C Credit Extensions have been terminated pursuant to Section 8.02, Lenders holding in the aggregate more than 75% of the Total Outstandings (with the aggregate amount of each Lender’s risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed “held” by such Lender for purposes of this definition); provided that the Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Supermajority Lenders.

“Swap Contract” means any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement.

“Swap Obligation” means, with respect to any Loan Party, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act.

“Swap Termination Value” means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

“Swedish Credit Facility” means the Master Credit Agreement, dated March 18, 2019, between Elfa International AB and Nordea Bank Abp, filial i Sverige, including any related notes, guarantees and collateral documents executed in connection therewith, and in each case as amended, restated, modified, refinanced, renewed, refunded, restructured or replaced in any manner.

“Swing Line” means the revolving credit facility made available by the Swing Line Lender pursuant to Section 2.04.

“Swing Line Lender” means Eclipse in its capacity as provider of Swing Line Loans, or any successor swing line lender hereunder.

“Swing Line Loan” has the meaning specified in Section 2.04(a).

“Swing Line Sublimit” means an amount equal to the lesser of (a) \$15.0 million and (b) the Aggregate Commitments. The Swing Line Sublimit is part of, and not in addition to, the Aggregate Commitments.

“Synthetic Debt” means, with respect to any Person as of any date of determination thereof, all obligations of such Person in respect of transactions entered into by such Person that are intended to

function primarily as a borrowing of funds (including any minority interest transactions that function primarily as a borrowing) but are not otherwise included in the definition of “Indebtedness” or as a liability on the Consolidated balance sheet of such Person and the Restricted Subsidiaries in accordance with GAAP.

“**Synthetic Lease Obligation**” means the monetary obligation of a Person under an agreement for the use or possession of property (including sale and leaseback transactions), in each case, creating obligations that do not appear on the balance sheet of such Person but which, upon the application of any Debtor Relief Laws to such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

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

“**Term Benchmark**” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Term SOFR Rate.

“**Term Loan Documents**” means, individually and collectively, the DIP Term Loan Documents and the Prepetition Term Loan Documents.

“**Term Priority Collateral**” shall have the meaning specified therefor in the Intercreditor Agreement.

“**Term SOFR Determination Day**” has the meaning assigned to it under the definition of Term SOFR Reference Rate.

“**Term SOFR Rate**” means, with respect to any Term Benchmark Borrowing and for a tenor of one-month, the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two (2) U.S. Government Securities Business Days prior to the commencement of each calendar month, as such rate is published by the CME Term SOFR Administrator.

“**Term SOFR Reference Rate**” means, for any day and time (such day, the “**Term SOFR Determination Day**”), and for any tenor of one month, the rate per annum published by the CME Term SOFR Administrator and identified by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the “Term SOFR Reference Rate” for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then, so long as such day is otherwise a U.S. Government Securities Business Day, the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding U.S. Government Securities Business Day is not more than five (5) U.S. Government Securities Business Days prior to such Term SOFR Determination Day.

“**Total Outstandings**” means, on any date, the aggregate Outstanding Amount of all Loans and all L/C Obligations, after giving effect to any borrowings or repayments of Loans occurring on such date.

“**Transaction**” means, collectively, (a) the execution of the DIP Term Facility and the borrowing of term loans thereunder by the Borrower, (b) the entering into the ABL DIP Facility under this Agreement and the Loan Documents by the Borrower and the other Loan Parties, (c) the repayment and termination of

the Prepetition ABL Credit Facility, (d) the consummation of any other transactions in connection with the foregoing and (e) the payment of the fees and expenses incurred in connection with the consummation of the foregoing.

“**Transaction Expenses**” means fees and expenses incurred in connection with the closing of this Agreement and the Term Facility.

“**Transaction Support Agreement**” means that certain Transaction Support Agreement (including all exhibits, schedules and attachments thereto), dated as of December [20], 2024 (as may be amended, supplemented, amended and restated or otherwise modified from time to time in a manner reasonable acceptable to the Administrative Agent accordance with the terms thereof), by and among the Chapter 11 Debtors and the Consenting Stakeholders (as defined therein).

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

“**UCC**” means the Uniform Commercial Code as in effect in the State of New York; provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral or the availability of any remedy under the Loan Documents is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, “**UCC**” means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection, priority or availability of such remedy.

“**UCP**” means, with respect to any Letter of Credit, the Uniform Customs and Practice for Documentary Credits 2007 Revision, International Chamber of Commerce Publication No. 600 and any version or revision thereof accepted by the applicable L/C Issuer for use.

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

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

“**Unadjusted Benchmark Replacement**” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“**Unfunded Pension Liability**” means the excess of a Pension Plan’s benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Pension Plan’s assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to Section 412 of the Code for the applicable plan year.

“**United States**” and “**U.S.**” mean the United States of America.

“**Unreimbursed Amount**” has the meaning specified in Section 2.03.

“Unrestricted Subsidiary” means (a) each Subsidiary of Holdings listed on Schedule 5.13 and designated as an “Unrestricted Subsidiary,” (b) any Subsidiary of Holdings designated by the board of directors of Holdings as an Unrestricted Subsidiary pursuant to Section 6.18 subsequent to the date hereof, and (c) any Subsidiary of an Unrestricted Subsidiary; provided, that no Subsidiary of Holdings may be designated as Unrestricted Subsidiary after the Closing Date.

“USA PATRIOT Act” means The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Public Law No. 107-56 (signed into law October 26, 2001)), as amended or modified from time to time.

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

“U.S. Loan Party” means any Loan Party that is organized under the laws of one of the states of the United States of America and that is not a CFC.

“U.S. Special Resolution Regimes” has the meaning specified in Section 11.22.

“U.S. Tax Compliance Certificate” has the meaning specified in Section 3.01(g)(iii).

“Write-Down and Conversion Powers” means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words **“include,” “includes”** and **“including”** shall be deemed to be followed by the phrase **“without limitation.”** The word **“will”** shall be construed to have the same meaning and effect as the word **“shall.”** Unless the context requires otherwise, (i) any definition of or reference to any Law, agreement, instrument or other document (including any Organization Document) shall be construed as referring to such Law, agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (iii) the words **“herein,” “hereof”** and **“hereunder,”** and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Preliminary Statements, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Preliminary Statements, Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory

and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. “**Knowledge**” shall mean the actual knowledge of a Responsible Officer of the Borrower after reasonable investigation.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding”; and the word “through” means “to and including.”

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

1.03 Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a “Committed Loan”) or by Type (e.g., a “Term Benchmark Loan”) or by Class and Type (e.g., a “Term Benchmark Committed Loan”). Borrowings also may be classified and referred to by Class (e.g., a “Borrowing”) or by Type (e.g., a “Term Benchmark Borrowing”) or by Class and Type (e.g., a “Term Benchmark Borrowing”).

1.04 Accounting Terms. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, except as otherwise specifically prescribed herein.

1.05 Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

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

1.07 Letter of Credit Amounts. Unless otherwise specified, all references herein to the amount of a Letter of Credit at any time shall be deemed to be the Stated Amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by the terms of any Issuer Documents related thereto, provides for one or more automatic increases in the Stated Amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum Stated Amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum Stated Amount is in effect at such time.

1.08 Senior Debt. The Loans and other Obligations are hereby designated as “Senior Debt” and “Designated Senior Debt” (or other similar terms) for all purposes of any Subordinated Indebtedness.

1.09 [Reserved].

1.10 [Reserved].

1.11 Interest Rates; Benchmark Notifications. The interest rate on a Loan denominated in dollars may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 3.02(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or replacement rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

1.12 Divisions. For all purposes under the Loan Documents, in connection with any Division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized and acquired on the first date of its existence by the holders of its Equity Interests at such time.

1.13 Letters of Credit. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the amount of such Letter of Credit available to be drawn at such time; *provided that* with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the available amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum amount is available to be drawn at such time. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Article 29(a) of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600 (or such later version thereof as may be in effect at the applicable time) or Rule 3.13 or Rule 3.14 of the International Standby Practices, International Chamber of Commerce Publication No. 590 (or such later version thereof as may be in effect at the applicable time) or similar terms of the Letter of Credit itself, or if compliant documents have been presented but not yet honored, such Letter of Credit shall be deemed to be "outstanding" and "undrawn" in the amount so remaining available to be paid, and the obligations of the Borrower and each Lender shall remain in full force and effect until the L/C Issuer and the Lenders shall have no further obligations to make any payments or disbursements under any circumstances with respect to any Letter of Credit.

ARTICLE II THE COMMITMENTS AND CREDIT EXTENSIONS

2.01 Committed Loans; Reserves.

(a) Subject to the terms and conditions set forth herein, each Lender severally agrees to make loans (each such loan, a “**Committed Loan**”) to the Borrower from time to time, on any Business Day during the Availability Period, subject in each case to the following limitations:

(i) after giving effect to any Borrowing, the Total Outstandings shall not exceed the lesser of (A) the Aggregate Commitments, or (B) the Borrowing Base;

(ii) after giving effect to any Borrowing, the aggregate Outstanding Amount of the Committed Loans of any Lender, plus such Lender’s Applicable Percentage of the Outstanding Amount of all L/C Obligations, plus such Lender’s Applicable Percentage of the Outstanding Amount of all Swing Line Loans shall not exceed the lesser of (x) such Lender’s Commitment, or (y) such Lender’s Applicable Percentage of the Borrowing Base; and

(iii) the Outstanding Amount of all L/C Obligations shall not at any time exceed the Letter of Credit Sublimit.

Within the limits of each Lender’s Commitment, and subject to the other terms and conditions hereof, the Borrower may borrow under this Section 2.01, prepay under Section 2.05, and reborrow under this Section 2.01. Committed Loans may be Base Rate Loans or Term Benchmark Loans, as further provided herein.

2.02 Borrowings of Committed Loans.

(a) Committed Loans and Swing Line Loans shall be Term Benchmark Loans, except as set forth in Section 3.02.

(b) Each Borrowing of Committed Loans shall be made upon the Borrower’s irrevocable notice to the Administrative Agent, which may be given by telephone. Each such notice must be received by the Administrative Agent not later than 10:00 a.m. on the requested date of any Borrowing. Each telephonic notice by the Borrower pursuant to this Section 2.02(b) must be confirmed promptly by delivery to the Administrative Agent of a Notice of Borrowing, either in writing or by an Approved Electronic Communication, appropriately completed and signed by a Responsible Officer of the Borrower. Each Borrowing shall be in a principal amount of \$1,000,000 or a whole multiple of \$500,000 in excess thereof. Each Notice of Borrowing (whether telephonic, written or by Approved Electronic Communication) shall specify (A) the requested date of the Borrowing (which shall be a Business Day), and (B) the principal amount of Committed Loans to be borrowed.

(c) [Reserved].

(d) Following receipt of a Notice of Borrowing, the Administrative Agent shall promptly notify each Lender of the amount of its Applicable Percentage of the applicable Committed Loans. In the case of a Borrowing of Committed Loans, each Lender shall make the amount of its Committed Loan available to the Administrative Agent in immediately available funds at the Administrative Agent’s Office not later than 1:00 p.m. on the Business Day specified in the applicable Notice of Borrowing. Upon satisfaction of the applicable conditions set forth in Section 4.02 (and, if such Borrowing is the initial Credit Extension, Section 4.01), the Administrative Agent shall use reasonable efforts to make all funds so received available to the Borrower in like funds by no later than 4:00 p.m. on the day of receipt by the Administrative Agent either by (i) crediting the account of the Borrower on the books of Eclipse with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower; provided, however, that if, on the date the Notice of Borrowing with respect to such Borrowing is given by the Borrower, there

are Letter of Credit Disbursements outstanding, then the proceeds of such Borrowing, first, shall be applied to the payment in full of any such Letter of Credit Disbursements, and second, shall be made available to the Borrower as provided above.

(e) Each Borrowing of Committed Loans shall be made by the Lenders pro rata in accordance with their respective Applicable Percentage with respect to the applicable Class. The failure of any Lender to make any Loan shall neither relieve any other Lender of its obligation to fund its Loan in accordance with the provisions of this Agreement nor increase the obligation of any such other Lender.

(f) The Administrative Agent, without the request of the Borrower, may advance any interest, fee, service charge, Credit Party Expenses, or other payment to which any Credit Party is entitled from the Loan Parties pursuant hereto or any other Loan Document and may charge the same to the Loan Account notwithstanding that an Overadvance may result thereby. The Administrative Agent shall deliver to the Borrower a statement of any such advance or charge promptly after the making thereof (or in the case of Credit Party Expenses, at the time that the five (5) Business Days' notice is furnished) in reasonable detail sufficient to allow the Borrower to verify such interest, fee, service charge, Credit Party Expenses, or other payment. Such action on the part of the Administrative Agent shall not constitute a waiver of the Administrative Agent's rights and the Borrower's obligations under Section 2.05. Any amount which is added to the principal balance of the Loan Account as provided in this Section 2.02(f) shall bear interest at the interest rate then and thereafter applicable to Base Rate Loans.

(g) [Reserved].

(h) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any interest period for Term Benchmark Loans upon determination of such interest rate. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Borrower and the Lenders of any change in the Prime Rate used in determining the Base Rate promptly following the public announcement of such change.

(i) [Reserved].

(j) The Administrative Agent, the Lenders and the Swing Line Lender shall have no obligation to make any Loan or to provide any Letter of Credit if an Overadvance would result. The Administrative Agent may, in its discretion, make Permitted Overadvances without the consent of the Lenders, the Swing Line Lender and each Lender shall be bound thereby. Any Permitted Overadvance may constitute a Swing Line Loan. A Permitted Overadvance is for the account of the Borrower and shall constitute a Loan and an Obligation. The making of any such Permitted Overadvance on any one occasion shall not obligate the Administrative Agent or any Lender to make or permit any Permitted Overadvance on any other occasion or to permit such Permitted Overadvances to remain outstanding. The making by the Administrative Agent of a Permitted Overadvance shall not modify or abrogate any of the provisions of Section 2.03 regarding the Lenders' obligations to purchase participations with respect to Letter of Credits. The Administrative Agent shall have no liability for, and no Loan Party or Credit Party shall have the right to, or shall, bring any claim of any kind whatsoever against the Administrative Agent with respect to "inadvertent Overadvances" (i.e., where an Overadvance results from changed circumstances beyond the control of the Administrative Agent (such as a reduction in the collateral value)) regardless of the amount of any such Overadvance(s).

(k) For the avoidance of doubt, as of the Closing Date, the Types of Borrowings available to the Borrower shall be comprised of either Base Rate Loans or Term Benchmark Loans.

2.03 Letters of Credit.

(a) General. Subject to the terms and conditions of this Agreement, upon the request of the Borrower made in accordance herewith, and prior to the Maturity Date, the Administrative Agent agrees to arrange for one or more L/C Issuers to issue standby Letters of Credit for any lawful purpose of any Loan Party. Pursuant to the foregoing, and subject to the terms and conditions contained herein, the Administrative Agent shall make standby Letters of Credit available to the Loan Parties by causing one or more L/C Issuers to issue such standby Letters of Credit. By submitting a request to the Administrative Agent for the issuance of a Letter of Credit, the Borrower shall be deemed to have requested that the Administrative Agent cause the issuance of the requested Letter of Credit by the applicable L/C Issuer. Each request for the issuance of a Letter of Credit, or the amendment, renewal, or extension of any outstanding Letter of Credit, shall be (i) irrevocable and made in writing by a Responsible Officer of the Borrower, (ii) delivered to the Administrative Agent via Approved Electronic Communications and reasonably in advance of the requested date of issuance, amendment, renewal, or extension, and (iii) subject to the Administrative Agent's and, as applicable, the applicable L/C Issuer's, authentication procedures with results satisfactory to such Persons. Each such request shall be in form and substance reasonably satisfactory to the Administrative Agent and the applicable L/C Issuer and (i) shall specify (A) the amount of such Letter of Credit, (B) the date of issuance, amendment, renewal, or extension of such Letter of Credit, (C) the proposed expiration date of such Letter of Credit, (D) the name and address of the beneficiary of the Letter of Credit, and (E) such other information (including, the conditions to drawing, and, in the case of an amendment, renewal, or extension, identification of the Letter of Credit to be so amended, renewed, or extended) as shall be necessary to prepare, amend, renew, or extend such Letter of Credit, and (ii) shall be accompanied by such Issuer Documents as the Administrative Agent or such L/C Issuer may request or require, to the extent that such requests or requirements are consistent with the Issuer Documents that such L/C Issuer generally requests for Letters of Credit in similar circumstances. The Administrative Agent's records of the content of any such request will be conclusive.

(b) The Administrative Agent shall have no obligation to cause the issuance, amendment, renewal or extension of a Letter of Credit if any of the following would result after giving effect to the requested issuance, amendment, renewal or extension:

(i) the Outstanding Amount of L/C Obligations would exceed the Letter of Credit Sublimit;

(ii) the Total Revolving Credit Exposure would exceed the lesser of (i) the Borrowing Base and (ii) the Aggregate Commitments;

(iii) the Outstanding Amount of L/C Obligations would exceed the result of (x) the Borrowing Base at such time less (y) the outstanding principal balance of the Committed Loans (inclusive of Swing Line Loans) at such time; or

(iv) the Letter of Credit would expire after the Letter of Credit Expiration Date.

(c) [Reserved].

(d) Each Letter of Credit shall be in form and substance reasonably acceptable to the applicable L/C Issuer and the Administrative Agent, including the requirement that the amounts payable thereunder must be payable in Dollars. If an L/C Issuer or the Administrative Agent makes a payment under, or pursuant to, a Letter of Credit, the Borrower shall pay to the Administrative Agent an amount equal to the applicable Letter of Credit Disbursement on the Business Day such Letter of Credit Disbursement is made. In the absence of such payment, the amount of the Letter of Credit Disbursement immediately and automatically shall be deemed to be a Committed Loan hereunder (notwithstanding any failure to satisfy any condition precedent set forth in Section 4.02) and, initially, shall bear interest at the

rate then applicable to Base Rate Loans. If a Letter of Credit Disbursement is deemed to be a Committed Loan hereunder, the Borrower's obligation to pay the amount of such Letter of Credit Disbursement to the applicable L/C Issuer shall be automatically converted into an obligation to pay the resulting Committed Loan. Promptly following receipt by the Administrative Agent of any payment from the Borrower pursuant to this Section 2.03(d) the Administrative Agent shall distribute such payment to such L/C Issuer or, to the extent that Lenders have made payments pursuant to Section 2.03(e) to reimburse such L/C Issuer, then to such Lenders and such L/C Issuer as their interests may appear.

(e) Promptly following receipt of a notice of a Letter of Credit Disbursement in respect of a Letter of Credit pursuant to Section 2.03(d), each Lender agrees to fund its Applicable Percentage of any Committed Loan deemed made pursuant to Section 2.03(d) on the same terms and conditions as if the Borrower had requested the amount thereof as a Committed Loan and the Administrative Agent shall promptly pay to the Administrative Agent the amounts so received by it from the Lenders. By the issuance of a Letter of Credit (or an amendment, renewal, or extension of any such Letter of Credit) and without any further action on the part of the Administrative Agent or the Lenders, the Administrative Agent shall be deemed to have granted to each Lender, and each Lender shall be deemed to have purchased, a participation in each such Letter of Credit caused by the Administrative Agent to be issued, in an amount equal to its Applicable Percentage of such Letter of Credit, and each such Lender agrees to pay to the Administrative Agent such Lender's Applicable Percentage of any Letter of Credit Disbursement made by an L/C Issuer under the applicable Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent such Lender's Applicable Percentage of each Letter of Credit Disbursement in respect of a Letter of Credit made by an L/C Issuer and not reimbursed by the Borrower on the date due as provided in Section 2.03(d), or of any reimbursement payment that is required to be refunded (or that the Administrative Agent elects, based upon the advice of counsel, to refund) to the Borrower for any reason. Each Lender acknowledges and agrees that its obligation to deliver to the Administrative Agent an amount equal to its respective Applicable Percentage of each Letter of Credit Disbursement in respect of a Letter of Credit pursuant to this Section 2.03(e) shall be absolute and unconditional and such remittance shall be made notwithstanding the occurrence or continuation of an Event of Default or Default or the failure to satisfy any condition set forth in Section 4.02. If any such Lender fails to make available to the Administrative Agent the amount of such Lender's Applicable Percentage of a Letter of Credit Disbursement in respect of a Letter of Credit as provided in this Section 2.03 (an "Unreimbursed Amount"), such Lender shall be deemed to be a Defaulting Lender and the Administrative Agent (for the account of the L/C Issuers) shall be entitled to recover such amount on demand from such Lender together with interest thereon at the Defaulting Lender Rate until paid in full.

(f) [Reserved].

(g) The liability of the Administrative Agent under, in connection with or arising out of any Letter of Credit (or pre-advice), regardless of the form or legal grounds of the action or proceeding, shall be limited to direct damages suffered by the Borrower or other applicable Loan Party that are caused directly by such Person's bad faith, gross negligence or willful misconduct in (i) honoring a presentation under a Letter of Credit that on its face does not at least substantially comply with the terms and conditions of such Letter of Credit, (ii) failing to honor a presentation under a Letter of Credit that strictly complies with the terms and conditions of such Letter of Credit, or (iii) retaining Drawing Documents presented under a Letter of Credit. The Borrower's or other applicable Loan Party's aggregate remedies against the Administrative Agent for wrongfully honoring a presentation under any Letter of Credit or wrongfully retaining honored Drawing Documents shall in no event exceed the aggregate amount paid by the Borrower to the Administrative Agent in respect of the honored presentation in connection with such Letter of Credit under Section 2.03(d), plus interest at the rate then applicable to Base Rate Loans hereunder. The Borrower or other applicable Loan Party shall use commercially reasonable efforts to avoid and mitigate the amount of any damages claimed against the Administrative Agent, including by enforcing its rights against the

beneficiaries of the Letters of Credit. Any claim by the Borrower or other applicable Loan Party under or in connection with any Letter of Credit shall be reduced by an amount equal to the sum of (x) the amount (if any) saved by the Borrower or other applicable Loan Party as a result of the breach or alleged wrongful conduct complained of, and (y) the amount (if any) of the loss that would have been avoided had the Borrower or other applicable Loan Party used commercially reasonable efforts to mitigate any loss, and in case of a claim of wrongful dishonor, by specifically and timely authorizing the Administrative Agent and the applicable L/C Issuer to effect a cure.

(h) The Borrower is responsible for the final text of the Letter of Credit as issued by any L/C Issuer, irrespective of any assistance the Administrative Agent or such L/C Issuer may provide such as drafting or recommending text or by such L/C Issuer's use or refusal to use text submitted by the Borrower. The Borrower understands that the final form of any Letter of Credit may be subject to such revisions and changes as are deemed necessary or appropriate by the applicable L/C Issuer, and the Borrower hereby consents to such revisions and changes not materially different from the application executed in connection therewith. The Borrower is solely responsible for the suitability of the Letter of Credit for the Borrower's or other applicable Loan Party's purposes. If the Borrower requests the Administrative Agent to cause the issuance of a Letter of Credit for an affiliated or unaffiliated third party (an "**Account Party**"), (i) such Account Party shall have no rights against the Administrative Agent; (ii) the Borrower shall be responsible for the application and obligations under this Agreement; and (iii) communications (including notices) related to the respective Letter of Credit shall be among the Administrative Agent and/or the applicable L/C Issuer and the Borrower. The Borrower will examine the copy of the Letter of Credit and any other documents sent by the Administrative Agent on behalf of the applicable L/C Issuer in connection therewith and shall promptly notify the Administrative Agent (not later than three (3) Business Days following the Borrower's receipt of documents from the Administrative Agent) of any non-compliance with the Borrower's instructions and of any discrepancy in any document under any presentment or other irregularity. The Borrower understands and agrees that neither the Administrative Agent nor any L/C Issuer is required to extend the expiration date of any Letter of Credit for any reason. With respect to any Letter of Credit containing an "automatic amendment" to extend the expiration date of such Letter of Credit, the applicable L/C Issuer, in its sole and absolute discretion, may give notice of nonrenewal of such Letter of Credit and, if the Borrower does not at any time want the then current expiration date of such Letter of Credit to be extended, the Borrower will so notify such L/C Issuer (with a copy to the Administrative Agent) at least thirty (30) calendar days before such L/C Issuer is required to notify the beneficiary of such Letter of Credit or any advising bank of such non-extension pursuant to the terms of such Letter of Credit.

(i) The Borrower's reimbursement and payment obligations under this Section 2.03 are absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever, including:

(i) any lack of validity, enforceability or legal effect of any Letter of Credit, any Issuer Document, this Agreement, or any Loan Document, or any term or provision therein or herein;

(ii) payment against presentation of any draft, demand or claim for payment under any Drawing Document that does not comply in whole or in part with the terms of the applicable Letter of Credit or which proves to be fraudulent, forged or invalid in any respect or any statement therein being untrue or inaccurate in any respect, or which is signed, issued or presented by a Person or a transferee of such Person purporting to be a successor or transferee of the beneficiary of such Letter of Credit;

(iii) the Administrative Agent, any L/C Issuer or any of its respective branches or Affiliates being the beneficiary of any Letter of Credit;

(iv) any L/C Issuer or any correspondent honoring a drawing against a Drawing Document up to the amount available under any Letter of Credit even if such Drawing Document claims an amount in excess of the amount available under the Letter of Credit;

(v) the existence of any claim, set-off, defense or other right that any Loan Party or its Subsidiaries may have at any time against any beneficiary or transferee beneficiary, any assignee of proceeds, the Administrative Agent, any L/C Issuer or any other Person;

(vi) any L/C Issuer or any correspondent honoring a drawing upon receipt of an electronic presentation under a Letter of Credit requiring the same, regardless of whether the original Drawing Documents arrive at such L/C Issuer's counters or are different from the electronic presentation;

(vii) any other event, circumstance or conduct whatsoever, whether or not similar to any of the foregoing that might, but for this Section 2.03(i), constitute a legal or equitable defense to or discharge of, or provide a right of set-off against, any Loan Party or any of its Subsidiaries' reimbursement and other payment obligations and liabilities, arising under, or in connection with, any Letter of Credit, whether against any L/C Issuer, the Administrative Agent, the beneficiary or any other Person; or

(viii) the fact that any Default or Event of Default shall have occurred and be continuing;

provided, that subject to Section 2.03(i)(vii), the foregoing shall not release the Administrative Agent or any L/C Issuer from such liability to the Borrower as may be finally determined in a final, non-appealable judgment of a court of competent jurisdiction against the Administrative Agent or such L/C Issuer, as applicable, following reimbursement or payment of the obligations and liabilities, including reimbursement and other payment obligations, of the Borrower to the Administrative Agent and such L/C Issuer arising under, or in connection with, this Section 2.05 or any Letter of Credit.

(j) Without limiting any other provision of this Agreement, the Administrative Agent shall not be responsible to the Borrower for, and the Administrative Agent's rights and remedies against the Borrower and the obligation of the Borrower to reimburse the Administrative Agent for each drawing under each Letter of Credit shall not be impaired by:

(i) honor of a presentation under any Letter of Credit that on its face substantially complies with the terms and conditions of such Letter of Credit, even if the Letter of Credit requires strict compliance by the beneficiary;

(ii) honor of a presentation of any Drawing Document that appears on its face to have been signed, presented or issued (A) by any purported successor or transferee of any beneficiary or other Person required to sign, present or issue such Drawing Document or (B) under a new name of the beneficiary;

(iii) acceptance as a draft of any written or electronic demand or request for payment under a Letter of Credit, even if nonnegotiable or not in the form of a draft or

notwithstanding any requirement that such draft, demand or request bear any or adequate reference to the Letter of Credit;

(iv) the identity or authority of any presenter or signer of any Drawing Document or the form, accuracy, genuineness or legal effect of any Drawing Document (other than an L/C Issuer's determination that such Drawing Document appears on its face substantially to comply with the terms and conditions of the Letter of Credit);

(v) acting upon any instruction or request relative to a Letter of Credit or requested Letter of Credit that an L/C Issuer in good faith believes to have been given by a Person authorized to give such instruction or request;

(vi) any errors, omissions, interruptions or delays in transmission or delivery of any message, advice or document (regardless of how sent or transmitted) or for errors in interpretation of technical terms or in translation or any delay in giving or failing to give notice to the Borrower;

(vii) any acts, omissions or fraud by, or the insolvency of, any beneficiary, any nominated person or entity or any other Person or any breach of contract between any beneficiary and the Borrower or any of the parties to the underlying transaction to which the Letter of Credit relates;

(viii) assertion or waiver of any provision of the ISP or UCP that primarily benefits an issuer of a letter of credit, including any requirement that any Drawing Document be presented to it at a particular hour or place;

(ix) payment to any presenting bank (designated or permitted by the terms of the applicable Letter of Credit) claiming that it rightfully honored or is entitled to reimbursement or indemnity under Standard Letter of Credit Practice applicable to it;

(x) acting or failing to act as required or permitted under Standard Letter of Credit Practice applicable to where the applicable L/C Issuer has issued, confirmed, advised or negotiated such Letter of Credit, as the case may be;

(xi) honor of a presentation after the expiration date of any Letter of Credit notwithstanding that a presentation was made prior to such expiration date and dishonored by an L/C Issuer if subsequently such L/C Issuer or any court or other finder of fact determines such presentation should have been honored;

(xii) dishonor of any presentation that does not strictly comply or that is fraudulent, forged or otherwise not entitled to honor; or

(xiii) honor of a presentation that is subsequently determined by an L/C Issuer to have been made in violation of international, federal, state or local restrictions on the transaction of business with certain prohibited Persons.

(k) The Borrower shall pay immediately upon demand to the Administrative Agent for the account of the applicable L/C Issuer as non-refundable fees, commissions, and charges (it being acknowledged and agreed that any charging of such fees, commissions, and charges to the Register pursuant to the terms of this Agreement shall be deemed to constitute a demand for payment thereof for the purposes of this Section 2.03(k)) any and all customary commissions, fees and charges then in effect imposed by,

and any and all documented expenses incurred by the Administrative Agent relating to Letters of Credit, at the time of issuance of any Letter of Credit and upon the occurrence of any other activity with respect to any Letter of Credit (including transfers, assignments of proceeds, amendments, drawings, renewals or cancellations).

(l) [Reserved].

(m) Each Letter of Credit shall expire not later than the date that is 12 months after the date of the issuance of such Letter of Credit; provided that any Letter of Credit may provide for the automatic extension thereof for any number of additional periods each of up to one year in duration; provided, further, that with respect to any Letter of Credit which extends beyond the Maturity Date, Cash Collateralization shall be provided therefor on or before the Letter of Credit Expiration Date.

(n) If (i) any Event of Default occurs and is continuing or (ii) Excess Availability is less than zero, then on the Business Day following the date on which the Borrower receives notice from the Administrative Agent or the Required Lenders (or, if the maturity of the Obligations has been accelerated, Lenders with Letter of Credit Exposure representing greater than 50% of the total Letter of Credit Exposure) demanding Cash Collateralization pursuant to this Section 2.03(n), the Borrower shall provide Cash Collateralization with respect to the then existing L/C Obligations; provided that, in each case, upon the occurrence of any Event of Default described in Section 8.01(g) or 8.01(h), the obligation to provide Cash Collateralization will become effective immediately, and any deposit of cash collateral required pursuant to the terms set forth in the Cash Collateralization definition will become immediately due and payable, without demand or other notice of any kind. If the Borrower fail to provide Cash Collateralization as required by this Section 2.05(n), the Lenders may (and, upon direction of the Administrative Agent, shall) advance, as Committed Loans the amount of the cash collateral required pursuant to the terms of the Cash Collateralization definition so that the then existing L/C Obligations is cash collateralized in accordance with the terms of the Cash Collateralization definition (whether or not the Revolving Commitments have terminated, an Overadvance exists or the conditions in Section 4.02 are satisfied).

(o) Unless otherwise expressly agreed by the Administrative Agent, the applicable L/C Issuer and the Borrower, when a Letter of Credit is issued, (i) the rules of the ISP shall apply to each standby Letter of Credit, and (ii) the rules of the UCP shall apply to any commercial Letter of Credit (if applicable).

(p) The Administrative Agent and the L/C Issuers shall each be deemed to have acted with due diligence and reasonable care if such Person's conduct is in accordance with Standard Letter of Credit Practice or in accordance with this Agreement.

(q) In the event of a direct conflict between the provisions of this Section 2.03 and any provision contained in any Issuer Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 2.03 shall control and govern.

(r) The provisions of this Section 2.03 shall survive the termination of this Agreement and the repayment in full of the Obligations with respect to any Letters of Credit that remain outstanding.

(s) For avoidance of doubt, the Borrower hereby acknowledges and agrees that none of the Existing Letters of Credit shall constitute Letters of Credit under this Agreement, nor constitute a part of the Obligations.

2.04 Swing Line Loans.

(a) The Swing Line. Subject to the terms and conditions set forth herein, in reliance upon the agreements of the other Lenders set forth in this Section 2.04, the Swing Line Lender (I) to the extent the Outstanding Amount of the Swing Line Loans shall not exceed \$10,000,000, agrees to and (II) to the extent the Outstanding Amount of the Swing Line Loans shall exceed \$10,000,000, may elect, but shall have no obligation, to make loans (each such loan, a “Swing Line Loan”) to the Borrower from time to time on any Business Day during the Availability Period in an aggregate amount not to exceed at any time outstanding the amount of the Swing Line Sublimit, notwithstanding the fact that such Swing Line Loans, when aggregated with the Applicable Percentage of the Outstanding Amount of Committed Loans and L/C Obligations of the Lender acting as Swing Line Lender, may exceed the amount of such Lender’s Commitment; provided, however, that after giving effect to any Swing Line Loan, (i) the Total Outstandings shall not exceed the lesser of (A) the Aggregate Commitments, or (B) the Borrowing Base, and (ii) the aggregate Outstanding Amount of the Committed Loans of any Lender at such time, plus such Lender’s Applicable Percentage of the Outstanding Amount of all L/C Obligations at such time, plus such Lender’s Applicable Percentage of the Outstanding Amount of all Swing Line Loans at such time shall not exceed such Lender’s Commitment, and provided, further, that the Borrower shall not use the proceeds of any Swing Line Loan to refinance any outstanding Swing Line Loan. Within the foregoing limits, and subject to the other terms and conditions hereof, the Borrower may borrow under this Section 2.04, prepay under Section 2.05, and reborrow under this Section 2.04. Immediately upon the making of a Swing Line Loan, each Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swing Line Lender a risk participation in such Swing Line Loan in an amount equal to the product of such Lender’s Applicable Percentage times the amount of such Swing Line Loan.

(b) Borrowing Procedures. Each Borrowing of Swing Line Loans shall be made upon the Borrower’s irrevocable notice to the Swing Line Lender and the Administrative Agent, which may be given by telephone. Each such notice must be received by the Swing Line Lender and the Administrative Agent not later than 10:00 a.m. on the requested borrowing date, and shall specify (i) the amount to be borrowed, and (ii) the requested borrowing date, which shall be a Business Day. Each such telephonic notice must be confirmed promptly by delivery to the Swing Line Lender and the Administrative Agent of a written Notice of Borrowing, appropriately completed and signed by a Responsible Officer of the Borrower. Promptly after receipt by the Swing Line Lender of any telephonic Notice of Borrowing, the Swing Line Lender will confirm with the Administrative Agent (by telephone, in writing or by Approved Electronic Communication) that the Administrative Agent has also received such Swing Line Loan Notice and, if not, the Swing Line Lender will notify the Administrative Agent (by telephone, in writing or by Approved Electronic Communication) of the contents thereof. Unless the Swing Line Lender has received notice (by telephone, in writing or by Approved Electronic Communication) from the Administrative Agent at the request of the Required Lenders prior to 11:00 a.m. on the date of the proposed Borrowing of Swing Line Loans (A) directing the Swing Line Lender not to make such Swing Line Loan as a result of the limitations set forth in the proviso to the first sentence of Section 2.04(a), or (B) that one or more of the applicable conditions specified in Article IV is not then satisfied, then, subject to the terms and conditions hereof, the Swing Line Lender will, not later than 3:00 p.m. on the borrowing date specified in such Notice of Borrowing, make the amount of its Swing Line Loan available to the Borrower at its office by crediting the account of the Borrower on the books of the Swing Line Lender in immediately available funds.

(c) Refinancing of Swing Line Loans.

(i) The Swing Line Lender at any time in its sole and absolute discretion may request (but, in any event shall weekly, as provided in Section 2.14(a)), on behalf of the Borrower (which hereby irrevocably authorizes the Swing Line Lender to so request on its behalf), that each Lender make a Base Rate Committed Loan in an amount equal to such Lender’s Applicable Percentage for the amount of Swing Line Loans then outstanding. Such request shall be made in writing (which written request shall be deemed to be a Notice of Borrowing for purposes hereof)

and in accordance with the requirements of Section 2.02, without regard to the minimum and multiples specified therein for the principal amount of Base Rate Loans, but subject to the unutilized portion of the Aggregate Commitments and the conditions set forth in Section 4.02. The Swing Line Lender shall furnish the Borrower with a copy of the applicable Notice of Borrowing promptly after delivering such notice to the Administrative Agent. Each Lender shall make an amount equal to its Applicable Percentage of the amount specified in such Notice of Borrowing available to the Administrative Agent in immediately available funds for the account of the Swing Line Lender at the Administrative Agent's Office not later than 1:00 p.m. on the day specified in such Notice of Borrowing, whereupon, subject to Section 2.04(c)(ii), each Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received to the Swing Line Lender.

(ii) If for any reason any Swing Line Loan cannot be refinanced by such a Borrowing in accordance with Section 2.04(c)(i), the request for Base Rate Committed Loans submitted by the Swing Line Lender as set forth herein shall be deemed to be a request by the Swing Line Lender that each of the Lenders fund its risk participation in the relevant Swing Line Loan and each Lender's payment to the Administrative Agent for the account of the Swing Line Lender pursuant to Section 2.04(c)(i) shall be deemed payment in respect of such participation.

(iii) If any Lender fails to make available to the Administrative Agent for the account of the Swing Line Lender any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.04(c) by the time specified in Section 2.04(c)(i), the Swing Line Lender shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Swing Line Lender at a rate per annum equal to the greater of the Federal Funds Effective Rate and a rate determined by the Swing Line Lender in accordance with banking industry rules on interbank compensation plus any administrative, processing or similar fees customarily charged by the Swing Line Lender in connection with the foregoing. If such Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Lender's Committed Loan included in the relevant Borrowing or funded participation in the relevant Swing Line Loan, as the case may be. A certificate of the Swing Line Lender submitted to any Lender (through the Administrative Agent) with respect to any amounts owing under this clause (iii) shall be conclusive absent manifest error.

(iv) Each Lender's obligation to make Committed Loans or to purchase and fund risk participations in Swing Line Loans pursuant to this Section 2.04(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the Swing Line Lender, the Borrower or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Lender's obligation to make Committed Loans pursuant to this Section 2.04(c) is subject to the conditions set forth in Section 4.02. No such funding of risk participations shall relieve or otherwise impair the obligation of the Borrower to repay Swing Line Loans, together with interest as provided herein.

(d) Repayment of Participations.

(i) At any time after any Lender has purchased and funded a risk participation in a Swing Line Loan, if the Swing Line Lender receives any payment on account of such Swing Line Loan, the Swing Line Lender will distribute to such Lender its Applicable Percentage of such payment (appropriately adjusted, in the case of interest payments, to reflect the period of time

during which such Lender's risk participation was funded) in the same funds as those received by the Swing Line Lender.

(ii) If any payment received by the Swing Line Lender in respect of principal or interest on any Swing Line Loan is required to be returned by the Swing Line Lender under any of the circumstances described in Section 11.05 (including pursuant to any settlement entered into by the Swing Line Lender in its discretion), each Lender shall pay to the Swing Line Lender its Applicable Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned, at a rate per annum equal to the Federal Funds Effective Rate. The Administrative Agent will make such demand upon the request of the Swing Line Lender. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) Interest for Account of Swing Line Lender. The Swing Line Lender shall be responsible for invoicing the Borrower for interest on the Swing Line Loans. Until each Lender funds its Base Rate Loan or risk participation pursuant to this Section 2.04 to refinance such Lender's Applicable Percentage of any Swing Line Loan, interest in respect of such Applicable Percentage shall be solely for the account of the Swing Line Lender.

(f) Payments Directly to Swing Line Lender. The Borrower shall make all payments of principal and interest in respect of the Swing Line Loans directly to the Swing Line Lender.

2.05 Prepayments.

(a) The Borrower may, upon notice to the Administrative Agent (which notice, if furnished in connection with a refinancing of the Obligations, may be conditional upon the consummation of such refinancing), at any time or from time to time voluntarily prepay Committed Loans in whole or in part without premium or penalty; provided that (i) such notice must be received by the Administrative Agent not later than 2:00 p.m. (A) three Business Days prior to any date of prepayment of Term Benchmark Loans, (B) on the date of prepayment of Base Rate Loans and (C) [reserved]; (ii) any prepayment of Term Benchmark Loans shall be in a principal amount of \$2.0 million or a whole multiple of \$1.0 million in excess thereof, in each case, if less, the entire principal amount thereof then outstanding and (iii) any prepayment of Base Rate Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment, and the Type(s) of Loans to be prepaid. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's Applicable Percentage of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a Term Benchmark Loan shall be accompanied by all accrued interest on the amount prepaid. Each such prepayment shall be applied to the Committed Loans of the Lenders in accordance with their respective Applicable Percentages.

(b) The Borrower may, upon irrevocable notice to the Swing Line Lender (with a copy to the Administrative Agent), at any time or from time to time, voluntarily prepay Swing Line Loans in whole or in part without premium or penalty; provided that (i) such notice must be received by the Swing Line Lender and the Administrative Agent not later than 1:00 p.m. on the date of the prepayment, and (ii) any such prepayment shall be in a minimum principal amount of \$100,000. Each such notice shall specify the date and amount of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein.

(c) If for any reason the Total Outstandings at any time exceed the lesser of the Aggregate Commitments or the Borrowing Base, each as then in effect, the Borrower shall immediately prepay Loans, Swing Line Loans and Letter of Credit Disbursements and/or Cash Collateralize the L/C Obligations (other than Letter of Credit Disbursements) in an aggregate amount equal to such excess; provided, however, that the Borrower shall not be required to Cash Collateralize the L/C Obligations pursuant to this Section 2.05(c) unless after the prepayment in full of the Loans the Total Outstandings exceed the lesser of the Aggregate Commitments or the Borrowing Base, each as then in effect.

(d) Any Net Cash Proceeds from any Disposition by the Borrower or any of its Restricted Subsidiaries (other than, (i) with respect only to the Term Priority Collateral, such portion of the Net Cash Proceeds that are then required to be paid to the lenders under the DIP Term Facility and (ii) any Disposition of any property permitted by Section 7.05(a), (b), (c), (d), (e), (g), (i) or (j)) shall be paid over to the Administrative Agent on receipt by the Loan Parties and shall be utilized to prepay the Loans in the order of priority set forth in Section 2.05(e). The application of such Net Cash Proceeds to the Loans shall not reduce the Commitments. If all Obligations then due are paid, any excess Net Cash Proceeds shall be remitted to the operating account of the Borrower.

(e) Prepayments made pursuant to Section 2.05, first, shall be applied ratably to the Letter of Credit Disbursements and the Swing Line Loans, second, shall be applied ratably to the outstanding Loans, and third, shall be used to Cash Collateralize the remaining L/C Obligations; and the amount remaining, if any, after the repayment in full of all Letter of Credit Disbursements, Swing Line Loans and Committed Loans outstanding at such time and the Cash Collateralization of the remaining L/C Obligations in full may be retained by the Borrower for use in the ordinary course of its business. Upon the drawing of any Letter of Credit that has been Cash Collateralized, the funds held as Cash Collateral shall be applied (without any further action by or notice to or from the Borrower or any other Loan Party) to reimburse the L/C Issuers or the Lenders, as applicable.

2.06 Termination of Commitments.

(a) The Borrower may terminate the Aggregate Commitments in whole (but not in part); provided that (i) any such notice shall be received by the Administrative Agent not later than 2:00 p.m. three (3) Business Days prior to the date of termination, (ii) any such notice shall be irrevocable (except if such termination notice is being furnished in connection with a refinancing of the Obligations, such notice may be conditional upon the consummation of such refinancing, and (iii) the Borrower shall not terminate the Aggregate Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the Total Outstandings would exceed the Aggregate Commitments.

(b) [Reserved].

(c) The Administrative Agent will promptly notify the Lenders of any termination of the Aggregate Commitments under this Section 2.06. All fees accrued until the effective date of any such termination shall be paid on the effective date of such termination.

2.07 Term of Agreement; Repayment of Loans.

(a) This Agreement and the other Loan Documents shall become effective as of the Closing Date and shall continue in full force and effect for a term ending on the earliest of (a) the date twenty-four (24) months from the Closing Date (the “**Scheduled Maturity Date**”) (b) 45 days after the Petition Date (or such later date as the Administrative Agent may approve in writing in its sole discretion) if the Final Financing Order has not been entered prior to the expiration of such period, (c) the substantial consummation (as defined in Section 1101 of the Bankruptcy Code and which for purposes hereof shall be

no later than the “effective date” thereof) of a plan of reorganization filed in the Chapter 11 Cases that is confirmed pursuant to an order entered by the Bankruptcy Court, (d) the consummation of a sale of all or substantially all of the assets of the Chapter 11 Debtors under section 363 of the Bankruptcy Code, and (e) the acceleration of the Loans and the termination of the Commitments in accordance with this Agreement (the earliest of such dates, the “**Maturity Date**”). In addition, the Borrower may terminate this Agreement in accordance with Section 2.06 above. Upon the Maturity Date or any other effective date of termination of the Loan Documents, the Borrower shall pay to the Administrative Agent all outstanding and unpaid Obligations (except for contingent indemnification obligations for which no claim has been asserted) including by exchange of the Obligations into loans under the Exit ABL Facility in accordance with an Acceptable Plan of Reorganization, and shall Cash Collateralize outstanding L/C Obligations (other than Letter of Credit Disbursements).

(b) The Borrower shall repay each Swing Line Loan on the Maturity Date and in accordance with Section 2.04(c).

(c) Notwithstanding anything to the contrary herein, pursuant to the Commitment Letter, subject to the sole to the satisfaction (or waiver) of the conditions precedent set forth therein, the Loans, including all accrued and unpaid interest thereon and all other Obligations hereunder shall be converted into loans under the Exit Revolving Facility (as defined in the Commitment Letter), and the Aggregate Commitments hereunder shall terminate and be replaced by commitments under the Exit Revolving Facility, in each case, upon the effectiveness of the Plan of Reorganization (as defined in the Commitment Letter).

2.08 Interest.

(a) Subject to the provisions of Section 2.08(b) below, (i) each Loan which is a Term Benchmark Loan shall bear interest on the outstanding principal amount thereof at a rate per annum equal to the Term SOFR Rate plus the Applicable Margin; (ii) each Loan which is a Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Margin; and (iii) each Swing Line Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Margin; and (iv) [reserved].

(b) After the occurrence and during the continuance of an Event of Default, all Loans and other monetary Obligations may, at the option of the Administrative Agent or the discretion of the Required Lenders, bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

2.09 Fees. In addition to certain fees described in Section 2.03:

(a) Commitment Fee. The Borrower shall pay to the Administrative Agent, for the account of each Lender in accordance with its Applicable Percentage, a commitment fee (the “**Commitment Fee**”) equal to a 0.50% per annum (the “**Commitment Fee Rate**”), times the actual daily amount by which the then Aggregate Commitments exceed the sum of (i) the principal amount of Loans (including Swing Line Loans), then outstanding, and (ii) the then L/C Credit Extensions. The Commitment

Fee shall accrue at all times during the Availability Period, including at any time during which one or more of the conditions in Article IV is not met, and shall be due and payable monthly in arrears on the first Business Day after the end of each calendar month, commencing with the first such date to occur after the Closing Date, and on the last day of the Availability Period.

(b) Letter of Credit Fee. The Borrower agrees to pay Agent, for the ratable benefit of the Lenders, a Letter of Credit fee (the "Letter of Credit Fee") (which fee shall be in addition to the fronting fees and commissions, other fees, charges and expenses set forth in Section 2.03) that shall accrue at a per annum rate equal to 4.25%, times the average amount of the Letter of Credit Usage during the immediately preceding calendar month (or portion thereof).

(c) Other Fees. The Borrower shall pay to the Arranger and the Administrative Agent for their own respective accounts fees in the amounts and at the times specified in any Fee Letter. Such fees shall be payable in Dollars, fully earned when paid and shall not be refundable for any reason whatsoever.

(d) Defaulting Lender Fees. Subject to Section 2.03, the Borrower shall not be obligated to pay the Administrative Agent any Defaulting Lender's ratable share of the fees described in Section 2.03 and Section 2.09(a) for the period commencing on the day such Defaulting Lender becomes a Defaulting Lender and continuing for so long as such Lender continues to be a Defaulting Lender.

2.10 Computation of Interest and Fees. All computations of interest for Base Rate Loans when the Base Rate is determined by the Prime Rate shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest hereunder shall be made on the basis of a 360-day year and actual days elapsed. Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.12(a), bear interest for one day. All interest hereunder on any Loan shall be computed on a daily basis based upon the outstanding principal amount of such Loan as of the applicable date of determination. Each determination by the Administrative Agent of the applicable Base Rate or the Term SOFR Rate shall be conclusive and binding for all purposes, absent manifest error.

2.11 Evidence of Debt.

(a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by the Administrative Agent (the "Loan Account") in the ordinary course of business. In addition, each Lender may record in such Lender's internal records, an appropriate notation evidencing the date and amount of each Loan from such Lender, each payment and prepayment of principal of any such Loan, and each payment of interest, fees and other amounts due in connection with the Obligations due to such Lender. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive, absent manifest error, of the amount of the Credit Extensions made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender's Loans (in addition to such Lender's accounts or records). Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto. Upon receipt of an affidavit of a Lender as to the loss, theft, destruction or mutilation of

such Lender's Note and upon cancellation of such Note, the Borrower will issue, in lieu thereof, a replacement Note in favor of such Lender, in the same principal amount thereof and otherwise of like tenor.

(b) In addition to the accounts and records referred to in Section 2.11(a), each Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Lender of participations in Letters of Credit and Swing Line Loans. In the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Lender in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

2.12 Payments Generally; Administrative Agent's Clawback.

(a) General. All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars and in immediately available funds not later than 2:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 2:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of Term Benchmark Loans (or in the case of any Borrowing of Base Rate Loans, prior to 12:00 noon on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or in the case of a Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation plus any administrative processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Loans. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Committed Loan included in such Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the time at which any payment is due to the Administrative Agent for the account of the Lenders or the L/C Issuers hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the applicable L/C Issuer, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or the L/C Issuers, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or the applicable L/C Issuer, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the NYFRB Rate.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Committed Loans, to fund participations in Letters of Credit and Swing Line Loans and to make payments pursuant to Section 11.04(c) are several and not joint. The failure of any Lender to make any Committed Loan, to fund any such participation or to make any payment under Section 11.04(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Committed Loan, to purchase its participation or to make its payment under Section 11.04(c).

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

2.13 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of the Committed Loans made by it, or the participations in L/C Obligations or in Swing Line Loans held by it resulting in such Lender's receiving payment of a proportion of the aggregate amount of such Committed Loans or participations and accrued interest thereon greater than its pro rata share thereof as provided herein, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Committed Loans and subparticipations in L/C Obligations and Swing Line Loans of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Committed Loans and other amounts owing them, provided that:

(i) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this Section shall not be construed to apply to (x) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Committed Loans or subparticipations in L/C Obligations or Swing Line Loans to any assignee or participant, other than to the Borrower or any Restricted Subsidiary thereof (as to which the provisions of this Section shall apply).

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation.

2.14 Settlement Amongst Lenders.

(a) The amount of each Lender's Applicable Percentage of outstanding Loans (including outstanding Swing Line Loans, except that settlements of Swing Line Loans during the months of November and December of each year shall be required to be made by the Swing Line Lender only with respect to those Swing Line Loans in excess of \$2.0 million in the aggregate only (the "**Excess Swing Line Loans**")) shall be computed weekly (or more frequently in the Administrative Agent's discretion) and shall be adjusted upward or downward based on all Loans (including Swing Line Loans other than Excess Swing Line Loans) and repayments of Loans (including Swing Line Loans other than Excess Swing Line Loans) received by the Administrative Agent as of 3:00 p.m. on the first Business Day (such date, the "**Settlement Date**") following the end of the period specified by the Administrative Agent.

(b) The Administrative Agent shall deliver to each of the Lenders promptly after a Settlement Date a summary statement of the amount of outstanding Committed Loans for the period and the amount of repayments fees received for the period. As reflected on the summary statement, (i) the Administrative Agent shall transfer to each Lender its Applicable Percentage of repayments, and (ii) each Lender shall transfer to the Administrative Agent (as provided below) or the Administrative Agent shall transfer to each Lender, such amounts as are necessary to insure that, after giving effect to all such transfers, the amount of Committed Loans made by each Lender with respect to Committed Loans to the Borrower shall be equal to such Lender's Applicable Percentage of Committed Loans outstanding as of such Settlement Date. If the summary statement requires transfers to be made to the Administrative Agent by the Lenders and is received prior to 12:00 Noon on a Business Day, such transfers shall be made in immediately available funds no later than 3:00 p.m. that day; and, if received after 12:00 Noon, then no later than 3:00 p.m. on the next Business Day. The obligation of each Lender to transfer such funds is irrevocable, unconditional and without recourse to or warranty by the Administrative Agent. If and to the extent any Lender shall not have so made its transfer to the Administrative Agent, such Lender agrees to pay to the Administrative Agent, forthwith on demand such amount, together with interest thereon, for each day from such date until the date such amount is paid to the Administrative Agent, equal to the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation plus any administrative, processing, or similar fees customarily charged by the Administrative Agent in connection with the foregoing.

(c) The Administrative Agent shall deliver to the applicable Lenders promptly after the Administrative Agent's receipt thereof, all payments of interest, fees and Credit Party Expenses to which each such Lender is entitled.

(d) If any Lender shall fail to make any payment required to be made by it hereunder, then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such

Lender's obligations hereunder until all such unsatisfied obligations are fully paid. If at any time prior to the acceleration or maturity of the Loans, the Administrative Agent shall receive any payment in respect of principal of a Loan or a reimbursement of a L/C Extension while one or more Defaulting Lenders shall be party to this Agreement, the Administrative Agent shall apply such payment first to the Borrowing(s) for which such Defaulting Lender(s) shall have failed to fund its pro rata share until such time as such Borrowing(s) are paid in full or each Lender (including each Defaulting Lender) is owed its Applicable Percentage of all Loans then outstanding. After acceleration or maturity of the Loans, all principal will be paid ratably as provided in Section 8.03.

2.15 [Reserved].

2.16 [Reserved].

2.17 [Reserved].

ARTICLE III TAXES, YIELD PROTECTION AND ILLEGALITY

3.01 Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without reduction or withholding for any Tax unless required by applicable Law, provided that if any Loan Party, the Administrative Agent or any other withholding agent shall be required by applicable Law to deduct any Indemnified Taxes (including any Other Taxes) from such payments, then (i) the sum payable by the Loan Party shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 3.01) the Administrative Agent or any Lender (with the term "Lender" in this Section 3.01 being deemed to include an L/C Issuer), as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) the applicable withholding agent shall make such deductions and (iii) the applicable withholding agent shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Law. For purposes of this Section 3.01, any payments by the Administrative Agent to a Lender of any amounts received by the Administrative Agent from any Loan Party on behalf of such Lender shall be treated as a payment from the Loan Party to such Lender.

(b) Payment of Other Taxes by the Loan Parties. Without limiting the provisions of subsection (a) above, the Loan Parties shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Law.

(c) Reimbursement by the Lenders. To the extent that the Borrower for any reason fails to pay any amount required under subsection (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof), the Swing Line Lender, the L/C Issuers or any Related Party of any of the foregoing, each Lender (other than the Swing Line Lender in its capacity as such) severally agrees to pay to the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender, the L/C Issuers or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender or L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative

Agent (or any such sub-agent) or the Collateral Agent in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.12(d).

(d) Indemnification by the Loan Parties. The Loan Parties shall, jointly and severally, indemnify the Administrative Agent and each Lender, within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 3.01) paid by the Administrative Agent or such Lender, as the case may be, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the applicable Loan Party to a Governmental Authority, the applicable Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(f) Status of Fee Recipients. Each Fee Recipient hereby represents that it is a Permitted Investor and agrees to update Internal Revenue Service Form W-9 (or its successor form) or applicable Internal Revenue Service Form W-8 (or its successor form) upon any change in such Person's circumstances or if such form expires or becomes inaccurate or obsolete, and to promptly notify the Borrower and the Administrative Agent if such Person becomes legally ineligible to provide such form.

(g) Status of Foreign Lenders. To the extent it is legally entitled to do so, any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the applicable Loan Party is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Loan Document shall deliver to the Loan Parties (with a copy to the Administrative Agent), at the time or times prescribed by applicable Law or reasonably requested by the Loan Parties or the Administrative Agent, such properly completed and executed documentation prescribed by applicable Law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if requested by the Loan Parties or the Administrative Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Loan Parties or the Administrative Agent as will enable the Loan Parties or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in this Section 3.01(g)(iv), Section 3.01(h) and Section 3.01(i) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender. Each Lender shall, whenever a lapse in time or change in circumstances renders such documentation (including any specific documentation required below in this Section 3.01(g), Section 3.01(h) or Section 3.01(i)) obsolete, expired or inaccurate in any material respect, deliver promptly to the Borrower and the Administrative Agent updated or other appropriate documentation (including any new documentation reasonably requested by the Borrower or the Administrative Agent) or promptly notify the Borrower and the Administrative Agent that it is legally unable to do so.

Without limiting the generality of the foregoing, any Foreign Lender, to the extent it is legally entitled to do so, shall deliver to the Loan Parties and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a

Lender under this Agreement (and from time to time thereafter upon the request of the Loan Parties or the Administrative Agent, but only if such Foreign Lender is legally entitled to do so), whichever of the following is applicable:

(i) duly completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E (as applicable) claiming eligibility for benefits of an income tax treaty to which the United States is a party,

(ii) duly completed copies of Internal Revenue Service Form W-8ECI,

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit M-1 to the effect that such Foreign Lender is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, a “10 percent shareholder” of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code (a “**U.S. Tax Compliance Certificate**”) and (y) executed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E (as applicable),

(iv) to the extent a Foreign Lender is not the beneficial owner, executed copies of Internal Revenue Service Form W-8IMY, accompanied by Internal Revenue Service Form W-8ECI, Internal Revenue Service Form W-8BEN or W-8BEN-E (as applicable), a U.S. Tax Compliance Certificate substantially in the form of Exhibit M-3 or Exhibit M-4, Internal Revenue Service Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit M-2 on behalf of each such direct and indirect partner, or

(v) two properly completed and duly signed original copies of any other form prescribed by applicable U.S. federal income tax laws (including the Treasury Regulations) as a basis for claiming a complete exemption from, or a reduction in, U.S. federal withholding tax on any payments to such Lender under the Loan Documents.

(h) Status of Non-Foreign Lenders. Any Lender that is not a Foreign Lender shall deliver to the Loan Parties and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Loan Parties or the Administrative Agent), executed originals of Internal Revenue Service Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax.

(i) FATCA. If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Loan Parties and the Administrative Agent at the time or times prescribed by Law and at such time or times reasonably requested by the Loan Parties or the Administrative Agent such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Loan Parties or the Administrative Agent as may be necessary for the Loan Parties and the Administrative Agent to comply with their obligations under FATCA and to determine whether such Lender has complied with such Lender’s obligations under FATCA or to determine the amount, if any, to deduct and withhold from

such payment. Solely for purposes of this clause (i), “FATCA” shall include any amendments made to FATCA after the date of this Agreement.

(j) Treatment of Certain Refunds. If the Administrative Agent or any Lender determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by the applicable Loan Party or with respect to which the applicable Loan Party has paid additional amounts pursuant to this Section 3.01, it shall pay to the Loan Parties an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Loan Parties under this Section 3.01 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses (including any Taxes) of the Administrative Agent or such Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the applicable Loan Party, upon the request of the Administrative Agent or such Lender, agree to repay the amount paid over to such Loan Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender if the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (j), in no event will the Administrative Agent or any Lender be required to pay any amount to a Loan Party pursuant to this paragraph (j) the payment of which would place the Administrative Agent or the Lender in a less favorable net after-Tax position than the Administrative Agent or the Lender would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This subsection shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Loan Parties or any other Person.

3.02 Alternate Rate of Interest; Illegality.

(a) Subject to clauses (b), (c), (d), (e), and (f) of this Section 3.02, if:

(i) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) prior to the commencement of any interest period for a Term Benchmark Borrowing, that adequate and reasonable means do not exist for ascertaining the Term SOFR Rate (including because the Term SOFR Reference Rate is not available or published on a current basis), for such interest period; or

(ii) the Administrative Agent is advised by the Required Lenders that prior to the commencement of any interest Period for a Term Benchmark Borrowing, the Term SOFR Rate for such interest period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such interest period;

then the Administrative Agent or such Lenders (or Lender) shall promptly notify the Borrower (and the Administrative Agent, if applicable) thereof and, so long as such circumstances shall continue, (i) the Administrative Agent and/or such Lenders (or Lender) shall be under no obligation to make any Term Benchmark Loans, (ii) on the last day of the then-current calendar month (if such circumstances are continuing as of such date), each Term Benchmark Loan shall, unless then paid in full, automatically convert to a Base Rate Loan and (iii) when such circumstances are no longer continuing the Administrative Agent or the affected Lender (or Lenders) as applicable, shall promptly notify the Borrower (and the Administrative Agent, if applicable) thereof and on the last day of the then-current calendar month, any Loan that was converted to a Base Rate Loan pursuant to clause (ii) above shall, unless then paid in full, automatically convert to a Term Benchmark Loan.

(b) Notwithstanding anything to the contrary herein or in any other Loan Document (and any Swap Contract shall be deemed not to be a “Loan Document” for purposes of this Section 3.02), if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (a) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (b) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(c) Notwithstanding anything to the contrary herein or in any other Loan Document, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(d) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (e) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 3.02, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 3.02.

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

(f) Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Term Benchmark Borrowing of Term Benchmark Loans to be made during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted (1) any such request for a Term Benchmark Borrowing into a request for a Base Rate Borrowing. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate. Furthermore, if any Term Benchmark Loan is outstanding on the date of the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such Term Benchmark Loan, then until such time as a Benchmark Replacement is implemented pursuant to this Section 3.02, any Term Benchmark Loan shall on the last day of the interest period applicable to such Loan be converted by the Administrative Agent to, and shall constitute, a Base Rate Loan on such day.

3.03 Increased Costs.

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

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;

(ii) subject any Lender to any Taxes (other than (A) Indemnified Taxes covered in Section 3.01, (B) taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) with respect to this Agreement, any Letter of Credit, any participation in a Letter of Credit or any Loan made by it, or on its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the applicable offshore interbank market any other condition, cost or expense affecting this Agreement or Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Term Benchmark Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any Lending Office of such Lender or such Lender's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, Letters of Credit issued by, or participations in Letters of Credit held by, such Lender, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company as specified in subsection (a) or (b) of this Section 3.03, in reasonable detail sufficient to allow the Borrower to verify such calculation, and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this Section 3.03 shall not constitute a waiver of such Lender's right to demand such compensation, provided that the Borrower shall not be required to compensate a Lender pursuant to the foregoing provisions of this Section 3.03 for any increased costs incurred or reductions suffered more than six months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the six-month period referred to above shall be extended to include the period of retroactive effect thereof).

3.04 [Reserved].

3.05 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.03, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then such Lender shall use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.03, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.03, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender is a Defaulting Lender, the Borrower may replace such Lender in accordance with Section 11.13.

3.06 Survival. All of the Borrower's obligations under this Article III shall survive termination of the Aggregate Commitments and repayment of all other Obligations hereunder.

ARTICLE IV CONDITIONS PRECEDENT TO CREDIT EXTENSIONS

4.01 Conditions of Initial Credit Extension. The obligation of each Lender to make its initial Credit Extension hereunder on the Closing Date or for the Administrative Agent to arrange for any Letters of Credit on the Closing Date is subject to the prior or substantially concurrent satisfaction or waiver pursuant to Section 11.01 of the following conditions:

(a) The Administrative Agent's receipt of the following, each in form and substance reasonably satisfactory to the Administrative Agent:

(i) executed counterparts of this Agreement by each of the parties hereto;

(ii) a Note executed by the Borrower in favor of each Lender requesting a Note;

(iii) UCC financing statements in form satisfactory to the Administrative Agent for filing under the Uniform Commercial Code of all jurisdictions in which any Loan Party is organized,

(iv) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party;

(v) good standing or active status certificates, as applicable, of each Loan Party in its jurisdiction of organization and, to the extent reasonably requested by the Administrative Agent, bring-down good standing or active status certificates, as applicable;

(vi) [reserved];

(vii) a certificate signed by a Responsible Officer of the Borrower certifying that the conditions specified in Sections 4.02(a) and (b) have been satisfied;

(viii) [reserved];

(ix) [reserved];

(x) any releases, terminations and such other documents as Administrative Agent may reasonably request to evidence and effectuate the termination of the Prepetition ABL Credit Facility and all commitments thereunder, the repayment in full of all Indebtedness and other amounts owing thereunder, and the cash collateralization of the Existing Letters of Credit, and the termination and release by the Prepetition ABL Agent, except as otherwise provided in the Interim Financing Order, of any interest in and to any assets and properties of each Borrower and Guarantor securing the Prepetition ABL Credit Facility, except as otherwise provided in the Interim Financing Order, duly authorized, executed (to the extent applicable) and delivered by it or each of them; and

(xi) copies of documentation for the DIP Term Facility, which documentation shall include the DIP Term Loan Agreement and all exhibits and schedules thereto and the DIP Term Facility shall have become effective substantially concurrently with this Agreement on the Closing Date.

(b) The Administrative Agent shall have received a Borrowing Base Calculation (either by Approved Electronic Communications or in writing) prepared as of a date not earlier than November 23, 2024.

(c) [Reserved].

(d) The Lenders shall have received, to the extent requested, all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act.

(e) [Reserved].

(f) Administrative Agent shall have received evidence, in form and substance satisfactory to Administrative Agent, that Administrative Agent has a valid perfected first priority security interest in all of the ABL Priority DIP Collateral (having the priority set forth in the Interim Financing Order).

(g) The Borrower and each Guarantor shall be a debtor and a debtor-in-possession. All of the “first day orders” entered by the Bankruptcy Court on or about the time of commencement of the Chapter 11 Cases (and if any such orders shall not have been entered by the Bankruptcy Court, the form of such orders submitted to the Bankruptcy Court for approval) of the type referred to in clause (a) (other than the Final Financing Order) and (b) of the definition of “Approved Bankruptcy Court Order” shall be in form and substance satisfactory to the Administrative Agent and the Lenders in their reasonable discretion, and all other “first day orders” entered by the Bankruptcy Court on or about the time of commencement of the Chapter 11 Cases (and if any such orders shall not have been entered by the Bankruptcy Court, the form of such orders submitted to the Bankruptcy Court for approval) shall be in form and substance satisfactory to the Administrative Agent in its reasonable discretion.

(h) The Cash Management Order shall have been entered by the Bankruptcy Court, which Cash Management Order shall be in full force and effect and shall not have been (x) stayed, vacated or reversed, or (y) amended or modified except as otherwise agreed to in writing by Administrative Agent in its reasonable discretion.

(i) Not later than three (3) Business Days following the commencement of the Chapter 11 Cases (or such later date as the Administrative Agent may agree), an interim order approving the Loan Documents in form and substance satisfactory to each of the Lenders in its reasonable discretion (as the same may be amended, supplemented or modified from time to time after entry thereof in accordance with the terms hereof, the “**Interim Financing Order**”) shall have been entered by the Bankruptcy Court, which Interim Financing Order shall, among other things, (i) have been entered on such prior notice to such parties as may be satisfactory to the Lenders in their reasonable discretion, (ii) authorize the extensions of credit in respect of the DIP Facilities, each in the amounts and on the terms set forth herein, (iii) grant the DIP Superpriority Claims status and other Collateral and Liens referred to herein and in the other Loan Documents, (iv) approve the payment by the Borrower of the fees provided for herein and under the Fee Letter, (v) approve the repayment in full of the Prepetition ABL Credit Agreement from the proceeds of the DIP Facilities and, upon the indefeasible repayment of the Prepetition ABL Debt, the release of all Liens securing the Prepetition ABL Debt and (vi) not have been (A) stayed, vacated or reversed, or (B) amended or modified except as otherwise agreed to in writing by the Required Lenders in their reasonable discretion. The Administrative Agent shall have received a signed copy of the Interim Financing Order.

(j) No trustee or examiner (other than a fee examiner) having expanded powers (beyond those set forth under Sections 1106(a)(3) and (4) of the Bankruptcy Code) under Bankruptcy Code section 1104 (other than a fee examiner) shall have been appointed or elected, or the Borrower or any Guarantor shall have applied for, consented to, or acquiesced in, any such appointment, with respect to the Borrower and the Guarantors, any of their Chapter 11 Debtor subsidiaries or their respective properties.

(k) There shall exist no unstayed action, suit, investigation, litigation or proceeding pending or (to the knowledge of the Borrower and the Guarantors) threatened in any court or before any arbitrator or governmental instrumentality (other than the Chapter 11 Cases, the events and circumstances leading thereto, and the consequences that would normally result from the commencement and continuation of the Chapter 11 Cases) that would reasonably be expected to have a Material Adverse Effect;

(l) An Acceptable Plan of Reorganization shall have been filed in the Chapter 11 Cases with the Bankruptcy Court.

(m) [Reserved].

(n) [Reserved].

(o) Excess Availability. After giving effect to the Credit Extensions to be made on the Closing Date, and the consummation of all transactions contemplated hereby to occur on the Closing Date (including, for the avoidance of doubt, the borrowing of DIP Term Loans on the Closing Date), both (i) Excess Availability shall be no less than \$20,000,000 and (ii) the sum of Excess Availability and the Loan Parties' cash on hand (including, without limitation, all cash on deposit in the DIP Proceeds Account (as defined in the Interim Financing Order), the Carve Out Reserve Account and the operating accounts of the Loan Parties, but excluding any Letter of Credit Cash Collateral (as defined in the Interim Financing Order)) shall be no less than \$45,000,000.

Without limiting the generality of the provisions of Section 9.07, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

4.02 Conditions to All Credit Extensions. The obligation of each Lender to honor any Request for Credit Extension (including on the Closing Date) is subject to the following conditions precedent:

(a) The representations and warranties of the Borrower and each other Loan Party contained in this Agreement and the other Loan Documents shall be true and correct in all material respects on and as of the date of such Credit Extension, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date; provided that, in each case, any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on and as of the date of such Credit Extension or on such earlier date, as the case may be.

(b) No Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds thereof.

(c) The Administrative Agent and, if applicable, each L/C Issuer or the Swing Line Lender shall have received a Request for Credit Extension in accordance with the requirements hereof.

(d) Solely with respect to the making of Loans or issuance of Letters of Credit occurring on or after the date that is 45 days after the entry of the Interim Financing Order (or such later date as the Administrative Agent may approve in writing in its reasonable discretion, a final order approving the Loan Documents in form and substance satisfactory to Required Lenders in their reasonable discretion (as the same may be amended, supplemented or modified from time to time after entry thereof in accordance with the terms hereof, the "**Final Financing Order**") (it being understood and agreed that an order entered by the Bankruptcy Court substantially in the form of the Interim Financing Order, with only such modifications as are required to reflect the interim relief being approved on a final basis and otherwise satisfactory in form and substance to the Required Lenders in their reasonable discretion shall, if entered by the Bankruptcy Court, be deemed acceptable to the Administrative Agent), (i) shall have been entered by the Bankruptcy Court and shall be in full force and effect and (ii) shall not have been (A) vacated,

reversed, or stayed, or (B) amended or modified in a manner adverse to the Administrative Agent or Lenders, except as otherwise agreed to in writing by the Required Lenders in their reasonable discretion.

(e) The Interim Financing Order or, after entry thereof, the Final Financing Order, shall be in full force and effect and shall not have been vacated, reversed or stayed in any respect or, except as permitted by the Loan Documents, modified or amended in any manner in a manner adverse to the Administrative Agent or Lenders.

(f) The Cash Management Order shall be in full force and effect and shall not have been vacated, reversed or stayed in any respect or, except as permitted by the Loan Documents, modified or amended in any manner.

(g) The making of such Loan or the issuance of such Letter of Credit shall not result in the principal amount of the Committed Loans, Swing Line Loans and Letter of Credit Obligations outstanding with respect to the Borrower exceeding the amount authorized by the Interim Financing Order or the Final Financing Order, as applicable.

(h) The Transaction Support Agreement shall be in full force and effect, and (i) no breach, default or event of default shall have occurred or be continuing thereunder (after giving effect to all relevant grace and/or cure periods) except to the extent waived or cured in accordance with the terms thereof and (ii) the Transaction Support Agreement shall not have been amended, restated, supplemented or otherwise modified in a manner adverse to the Credit Parties, unless the Administrative Agent has previously consented to any such amendment, restatement, supplement or other modification.

Each Request for Credit Extension submitted by the Borrower shall be deemed to be a representation and warranty that the conditions specified in Section 4.02(b), and solely with respect to a Credit Extension on the Closing Date, Section 4.02(a) have been satisfied on and as of the date of the applicable Credit Extension.

ARTICLE V REPRESENTATIONS AND WARRANTIES

Each of the Loan Parties represents and warrants to the Administrative Agent and the Lenders that:

5.01 Existence, Qualification and Power. Each Loan Party and each of its Restricted Subsidiaries (a) is duly organized or formed, validly existing and, as applicable, in good standing or of active status under the Laws of the jurisdiction of its incorporation or organization, (b) subject to the entry of the Financing Orders and any restrictions arising on account of such Loan Party's status as a "debtor" under the Bankruptcy Code, has all requisite power and authority and all requisite governmental licenses, permits, authorizations, consents and approvals to (i) own or lease its assets and carry on its business as currently conducted or proposed to be conducted, and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party, and (c) is duly qualified and is licensed and, as applicable, in good standing or of active status under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clause (b)(i) or (c), to the extent that failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Schedule 5.01 annexed hereto sets forth, as of the Closing Date, each Loan Party's name as it appears in official filings in its state of incorporation or organization, its state of incorporation or organization, organization type, organization number, if any, issued by its state of incorporation or organization and its Federal employer identification number.

5.02 Authorization; No Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is or is to be a party have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of any of such Person's Organization Documents; (b) subject to the entry of the Financing Orders, conflict with or result in any breach or contravention of, or the creation of (or the requirement to create) any Lien under, or require any payment to be made under (i) any Contractual Obligation or Material Indebtedness to which such Person is a party or affecting such Person or the properties of such Person or any of the Restricted Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (c) subject to the entry of the Financing Orders, violate any applicable Law, except in the case of clause (b) or (c), to the extent that such conflict, breach, contravention or violation could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.03 Governmental Authorization; Other Consents. Subject to the entry of the Financing Orders, no approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document or the Term Loan Documents, except for (a) filings necessary to perfect the Liens on the Collateral granted by the Loan Parties pursuant to the Collateral Documents, (b) the approvals, consents, exemptions, authorizations, actions, notices and filings that have been duly obtained, taken, given or made and are in full force and effect and (c) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make would not reasonable be expected to have, individually or in the aggregate, a Material Adverse Effect.

5.04 Binding Effect. This Agreement and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by each Loan Party that is party thereto. Upon entry by the Bankruptcy Court of the Financing Orders, this Agreement and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

5.05 Financial Statements; No Material Adverse Effect.

(a) [Reserved].

(b) Since the Petition Date, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

(c) The Consolidated forecasted balance sheet, statements of income and cash flows of Holdings and its Subsidiaries delivered pursuant to Section 4.01 or Section 6.01, when taken as a whole, were prepared in good faith on the basis of the assumptions stated therein, which assumptions were reasonable in light of the conditions existing at the time of delivery of such forecasts, and represented, at the time of delivery, a reasonable estimate of the Borrower's and its Subsidiaries future financial condition and performance (it being understood that (i) no forecasts are to be viewed as facts, (ii) any forecasts are subject to significant uncertainties and contingencies, (iii) no assurance can be given that any particular forecasts will be realized and (iv) actual results may differ and such differences may be material).

5.06 Litigation. Except for the Chapter 11 Cases, there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Loan Parties threatened (in writing) at law, in equity, in arbitration or before any Governmental Authority, by or against Holdings or any of its Restricted

Subsidiaries or against any of their properties or revenues that (a) purport to affect or pertain to this Agreement or any other Loan Document, or (b) would reasonably be expected to have a Material Adverse Effect.

5.07 [Reserved].

5.08 Ownership of Property; Liens; Investments.

(a) Subject to the entry of the Financing Orders, each Loan Party and each of the Restricted Subsidiaries has good record, marketable and insurable title in fee simple to all owned Real Estate necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each Loan Party and each of the Restricted Subsidiaries has good record and marketable title to, or valid leasehold interests in, all personal property necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Subject to the entry of the Financing Orders, the properties and assets of each Loan Party and each of the Restricted Subsidiaries are subject to no Liens, other than (i) with respect to Mortgaged Property, Permitted Encumbrances and (ii) with respect to all other properties and assets, Permitted Liens.

(c) Schedule 5.08(c) sets forth a complete and accurate list as of the Closing Date of all Real Estate owned by each Loan Party and each of the Restricted Subsidiaries showing the street address, county or other relevant jurisdiction, state, record owner and book and estimated fair value thereof.

(d) (i) Schedule 5.08(d)(i) sets forth a complete and accurate list of all Leases under which any Loan Party is the lessee as of the Closing Date showing the street address, county or other relevant jurisdiction, state, lessor, lessee and expiration date.

(ii) Schedule 5.08(d)(ii) sets forth a complete and accurate list of all leases of Real Estate under which any Loan Party is the lessor as of the Closing Date showing the street address, county or other relevant jurisdiction, state, lessor, lessee, expiration date and annual rental cost thereof.

(e) Schedule 5.08(e) sets forth a complete and accurate list of all Investments held by any Loan Party or any Restricted Subsidiary of a Loan Party on the date hereof, showing as of the date hereof the amount, obligor or issuer and maturity, if any, thereof.

5.09 Environmental Matters.

(a) Neither any Loan Party nor any Restricted Subsidiary (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any Environmental Permit, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability, except, in each case, as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Except as would not reasonably be expected to result in a Material Adverse Effect, (i) none of the properties currently or, to the knowledge of the Loan Parties, formerly owned, leased, or operated by any Loan Party or any Restricted Subsidiary is listed or, to the knowledge of the Loan Parties, proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state or local list or is adjacent

to any such property; (ii) none of the properties to which any Loan Party or any Restricted Subsidiary has, directly or indirectly, transported or arranged for the transportation of any Hazardous Materials, is listed or, to the knowledge of the Loan Parties, proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state or local list; (iii) there are no and, to the knowledge of the Loan Parties, never have been any underground or above-ground storage tanks or any surface impoundments, septic tanks, pits, sumps or lagoons in which Hazardous Materials are being or have been treated, stored or disposed on any property currently owned, leased, or operated by any Loan Party or any Restricted Subsidiary or, to the knowledge of the Loan Parties, on any property formerly owned, leased, or operated by any Loan Party or any Restricted Subsidiary; (iv) there is no asbestos or asbestos-containing material on any property currently owned or operated by any Loan Party or any Restricted Subsidiary; and (v) Hazardous Materials have not been Released, discharged, or disposed of on any property currently or, to the knowledge of the Loan Parties, formerly owned, leased, or operated by any Loan Party or any Restricted Subsidiary.

(c) (i) Neither any Loan Party nor any Restricted Subsidiary is undertaking, and has not completed, either individually or together with other potentially responsible parties, any investigation or assessment or remedial or response action relating to any actual or threatened Release, discharge or disposal of Hazardous Materials at any site, location or operation, either voluntarily or pursuant to the order of any Governmental Authority or the requirements of any Environmental Law, except as would not reasonably be expected to result in a Material Adverse Effect; and (ii) all Hazardous Materials generated, used, treated, handled, stored, or transported by, or on behalf of, any Loan Party or any Restricted Subsidiary have been disposed of in a manner which would not reasonably expected to result in a Material Adverse Effect.

5.10 Insurance. Schedule 5.10 sets forth a description of all insurance maintained by or on behalf of the Loan Parties as of the Closing Date. As of the Closing Date, each insurance policy listed on Schedule 5.10 is in full force and effect and all premiums in respect thereof that are due and payable have been paid.

5.11 Taxes. The Loan Parties and their Restricted Subsidiaries have filed all material Tax returns and reports required to be filed, and have paid all Taxes levied or imposed upon them or their properties, income or assets otherwise due and payable and have satisfied all of their Tax withholding obligations, except (a) Taxes which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP and which contest effectively suspends the collection of the contested obligation and the enforcement of any Lien securing such obligation and (b) any Tax return, report or Taxes, the failure to file or to pay, as the case may be, would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect. There is no proposed Tax deficiency or assessment known to any Loan Party against the Loan Party or any Subsidiary that would, if made, individually or in the aggregate, have a Material Adverse Effect. Except as could not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, each Loan Party and each of its Subsidiaries has made adequate provisions in accordance with GAAP for all Taxes not yet due and payable.

5.12 ERISA Compliance.

(a) Except as could not reasonably be expected to result in a Material Adverse Effect, (i) each Plan is in compliance with its terms and the applicable provisions of ERISA and the Code, (ii) each Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto and, to the knowledge of the Borrower, nothing has occurred which could reasonably be expected to prevent, or cause the loss of, such qualification, and (iii) Holdings, the Borrower and each ERISA Affiliate have made all required contributions to each Pension Plan, and no application for a funding waiver

or an extension of any amortization period pursuant to Section 412 of the Code has been made with respect to any Pension Plan.

(b) There are no pending or, to the knowledge of the Loan Parties, threatened claims (other than claims for benefits in the normal course), actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There has been no nonexempt “prohibited transaction” (as defined in Section 406 of ERISA and Section 4975 of the Code) or violation of the fiduciary responsibility rules by Holdings or the Borrower with respect to any Plan that, individually or in the aggregate, has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) Except as could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect: (i) no ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has any Unfunded Pension Liability as of the most recent valuation date for such Pension Plan; (iii) none of Holdings, the Borrower or any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iv) none of Holdings, the Borrower or any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (v) none of Holdings, the Borrower or any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA.

(d) Except as would not reasonably be expected to result in a Material Adverse Effect: (i) each Foreign Plan has been maintained in compliance with its terms and with the requirements of any and all applicable laws, statutes, rules, regulations and orders and has been maintained, where required, in good standing with applicable regulatory authorities, (ii) none of Holdings, the Borrower or any Restricted Subsidiary have incurred any obligation in connection with the termination of or withdrawal from any Foreign Plan, and (iii) the present value of the accrued benefit liabilities (whether or not vested) under each Foreign Plan which is funded, determined as of the end of the most recently ended Fiscal Year of Holdings, the Borrower or any Restricted Subsidiary (based on the actuarial assumptions used for purposes of the applicable jurisdiction's financial reporting requirements), did not exceed the current value of the assets of such Foreign Plan (and for each Foreign Plan which is not funded, the obligations of such Foreign Plan are properly accrued).

5.13 Subsidiaries; Equity Interests; Loan Parties. As of the Closing Date, no Loan Party has any Subsidiaries other than those specifically disclosed in Part (a) of Schedule 5.13, and all of the outstanding Equity Interests in such Subsidiaries have been validly issued, are fully paid and non-assessable and are owned by a Loan Party in the amounts specified on Part (a) of Schedule 5.13. As of the Closing Date no Loan Party has any equity investments in any other corporation or entity other than those specifically disclosed in Part (b) of Schedule 5.13.

5.14 Margin Regulations; Investment Company Act.

(a) None of the proceeds of the Loans shall be used in any manner that would result in a violation of Regulations T, U or X of the FRB.

(b) None of the Loan Parties or any Restricted Subsidiary is or is required to be registered as an “investment company” under the Investment Company Act of 1940.

5.15 Disclosure.

(a) No written report, financial statement, certificate or other information furnished by or on behalf of the Loan Parties to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (in each case as modified or supplemented by other information so furnished), taken as a whole, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading; provided that, with respect to (i) projected financial information, the Loan Parties represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time and (ii) such information shall not include information of a general economic or general industry nature.

(b) As of the Closing Date, to the best knowledge of the Borrower, the information included in the most recent Beneficial Ownership Certification provided on or prior to the Closing Date to any Lender in connection with this Agreement is true and correct in all respects.

5.16 Compliance with Laws. Each Loan Party and each Restricted Subsidiary thereof is in compliance in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

5.17 Intellectual Property; Licenses, Etc. Each Loan Party and each of its Restricted Subsidiaries own, or possess the right to use, all of the Intellectual Property that are reasonably necessary for the operation of their respective businesses, except as would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect, and Schedule 5.17 (as supplemented by any writing delivered pursuant to Section 6.02(g)) sets forth a complete and accurate list of all such Intellectual Property owned by each Loan Party and each of its Restricted Subsidiaries which are registered with the United States Patent and Trademark Office and United States Copyright Office. To the knowledge of the Borrower, no slogan or other advertising or other material or patent, trademark or copyright now employed by any Loan Party or any of its Restricted Subsidiaries infringes upon any Intellectual Property right held by any other Person, except to the extent that any such infringement could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 5.17, no claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Loan Parties, threatened, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.18 [Reserved].

5.19 Casualty, Etc. Neither the businesses nor the properties of any Loan Party or any of the Restricted Subsidiaries are affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or of the public enemy or other casualty (whether or not covered by insurance) that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.20 Labor Matters. There are no strikes, lockouts, slowdowns or other material labor disputes against any Loan Party pending or, to the knowledge of any Loan Party, threatened that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. To the knowledge of the Borrower and Holdings, (a) the hours worked by and payments made to employees of the Loan Parties comply in all material respects with the Fair Labor Standards Act and any other applicable Federal, state, local or foreign Law dealing with such matters, (b) no Loan Party has incurred any material liability or

obligation under the Worker Adjustment and Retraining Act or similar state Law and (c) all payments due from any Loan Party, or for which any claim may be made against any Loan Party, on account of wages and employee health and welfare insurance and other benefits, have been paid or properly accrued in all material respects in accordance with GAAP as a liability on the books of such Loan Party. There are no representation proceedings pending or, to any Loan Party's knowledge, threatened to be filed with the National Labor Relations Board, and no labor organization or group of employees of any Loan Party has made a pending demand for recognition except those that could not reasonably be expected to have a Material Adverse Effect. There are no complaints, unfair labor practice charges, grievances, arbitrations, unfair employment practices charges or any other claims or complaints against any Loan Party pending or, to the knowledge of any Loan Party, threatened to be filed with any Governmental Authority or arbitrator based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment of any employee of any Loan Party except those that could not reasonably be expected to have a Material Adverse Effect.

5.21 Collateral Documents. Subject to the entry of the Financing Orders, the provisions of the Collateral Documents are effective to create in favor of the Collateral Agent for the benefit of the Credit Parties a legal, valid and enforceable fully-perfected First Priority Lien or Second Priority Lien, as applicable (subject to Permitted Liens), on all right, title and interest of the respective Loan Parties in the Collateral described therein.

5.22 USA PATRIOT Act. To the extent applicable, each of Holdings and its Restricted Subsidiaries is in compliance, in all material respects, with (a) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto and (b) the USA PATRIOT Act. No part of the proceeds of the Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

5.23 Anti-Corruption Laws and Sanctions. Each Loan Party has implemented and maintains in effect policies and procedures designed to ensure compliance by such Loan Party, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and such Loan Party, its Subsidiaries and their respective officers and employees and, to the knowledge of such Loan Party, its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) any Loan Party, any Subsidiary or any of their respective directors, officers or employees, or (b) to the knowledge of any such Loan Party or Subsidiary, any agent of such Loan Party or any Subsidiary that will act in any capacity in connection with or benefit from the ABL DIP Facility established hereby, is a Sanctioned Person. No Borrowing or Letter of Credit, use of proceeds, or transaction contemplated by this Agreement or the other Loan Documents will violate Anti-Corruption Laws or applicable Sanctions.

5.24 Affected Financial Institutions. No Loan Party is an Affected Financial Institution.

5.25 Plan Assets. No Loan Party or any of its Subsidiaries is an entity deemed to hold "plan assets" (within the meaning of the Plan Asset Regulations).

**ARTICLE VI
AFFIRMATIVE COVENANTS**

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement), the Borrower shall, and shall (except in the cases of the covenants set forth in Sections 6.01, 6.02 and 6.03) cause each Restricted Subsidiary to:

6.01 Financial Statements and Other Information. Deliver to the Administrative Agent, in form and detail reasonably acceptable to the Administrative Agent:

(a) as soon as available, but in any event within 105 days after the end of each Fiscal Year of Holdings, a Consolidated balance sheet of Holdings and its Subsidiaries as at the end of such Fiscal Year, and the related Consolidated statements of income or operations, shareholders' equity (if available) and cash flows for such Fiscal Year setting forth in each case in comparative form the figures for the previous Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, audited and accompanied by a report and opinion of Ernst & Young LLP or another Registered Public Accounting Firm of nationally recognized standing reasonably satisfactory to the Administrative Agent, which report and opinion shall be prepared in accordance with generally accepted auditing standards;

(b) as soon as available, but in any event within 50 days after the end of each of the first three Fiscal Quarters of each Fiscal Year of Holdings (commencing with the Fiscal Quarter ending December 28, 2024) a Consolidated balance sheet of Holdings and its Subsidiaries as at the end of such Fiscal Quarter, and the related Consolidated statements of income or operations and cash flows for such Fiscal Quarter and for the portion of Holdings' Fiscal Year then ended, setting forth in each case in comparative form the figures for the corresponding Fiscal Quarter of the previous Fiscal Year and the corresponding portion of the previous Fiscal Year and to the figures as set forth in the projections delivered pursuant to Section 6.01(d), all in reasonable detail, certified by a Responsible Officer on behalf of Holdings as fairly presenting in all material respects the financial condition, results of operations, shareholders' equity and cash flows of Holdings and its Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments, including, but not limited to, purchase accounting adjustments, and the absence of footnotes;

(c) as soon as available, but in any event within 40 days after the end of each of the Fiscal Months of each Fiscal Year of Holdings (commencing with the Fiscal Month ending in February 2025) (and except with respect to (i) the last Fiscal Month of each Fiscal Quarter of Holdings, with respect to which the applicable period for delivery shall be 50 days rather than 40 days, and (ii) the last Fiscal Month of each Fiscal Year of Holdings, with respect to which the applicable period for delivery shall be 105 days rather than 40 days, and (iii) the first Fiscal Month of each Fiscal Year of Holdings, with respect to which the applicable period for delivery shall be 70 days rather than 40 days), a Consolidated balance sheet of Holdings and its Subsidiaries as of the end of such Fiscal Month, and the related Consolidated statements of income or operations and cash flows for such Fiscal Month and for the portion of Holdings' Fiscal Year then ended, setting forth in each case in comparative form for the corresponding month of the previous Fiscal Year and the corresponding portion of the previous Fiscal Year, and to the figures as set forth in the projections delivered pursuant to Section 6.01(d), all in reasonable detail and duly certified by a Responsible Officer on behalf of Holdings as fairly presenting in all material respects the financial condition, results of operations, shareholders' equity, and cash flows of Holdings and its Subsidiaries in accordance with GAAP, subject only to normal year-end and quarterly adjustments and the absence of footnotes;

(d) as soon as available, but in any event no later than 60 days after the end of each Fiscal Year of Holdings (commencing with the Fiscal Year ending March 29, 2025), an annual budget of Holdings and its Subsidiaries on a Consolidated basis for the immediately following Fiscal Year, prepared by management of the Loan Parties for its internal use consistent with the annual budget and related financial statements delivered by the Borrower under the Existing Credit Agreement or as otherwise reasonably acceptable to the Administrative Agent; and

(e) simultaneously with the delivery of each set of financial statements referred to in (i) Section 6.01(a), Section 6.01(b) and Section 6.01(c) above, the related consolidating financial statements reflecting the adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries and variable interest entities (if any) from such financial statements and (ii) Section 6.01(a) and Section 6.01(b) above, a management narrative report providing reasonable detail on the financial results of Holdings for the period covered by such financial statements compared to the corresponding prior year period and the key factors (as determined in good faith by the Borrower) causing such changes.

6.02 Certificates; Other Information. Deliver to the Administrative Agent, in form and detail reasonably satisfactory to the Administrative Agent:

(a) concurrently with the delivery of the financial statements referred to in Sections 6.01(a) and (b), (i) a duly completed Compliance Certificate signed by a Responsible Officer of Holdings, as of the most recent Fiscal Quarter end for which financial statements are available or were required to be delivered under Section 6.01(a) or Section 6.01(b), and (ii) notice of any change in the location of any office in which a Loan Party maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility);

(b) concurrently with the delivery of the financial statements referred to in Section 6.01(c), a duly completed Compliance Certificate signed by a Responsible Officer of Holdings, as of the most recent Fiscal Quarter end for which financial statements are available or were required to be delivered under Section 6.01(c).

(c) the Borrowing Base Calculation information and items described on Schedule 6.02(c) hereto by the respective dates set forth therein. All information provided by the Borrower to the Administrative Agent in each Borrowing Base Calculation (i) shall be certified (through ABLSoft) to be true and correct in all respects and based on information contained in the Borrower's financial records, (ii) shall be in accordance with the representations, warranties, agreements and covenants for such information in this Agreement as to the determination of the Borrowing Base and (iii) may be utilized for the determination and calculation of the Borrowing Base;

(d) promptly after the same are publicly available, copies of all annual, regular, periodic and special reports and registration statements which Holdings or the Borrower may file or be required to file with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934, or with any national securities exchange, and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(e) not later than seven (7) Business Days after receipt thereof by any Loan Party or any Restricted Subsidiary thereof, copies of all notices, requests and other documents (including amendments, waivers and other modifications) so received under or pursuant to any Term Loan Document or instrument, indenture, loan or credit or similar agreement regarding or related to any breach or default by any party thereto or any other event that, in each case, could have a Material Adverse Effect;

(f) promptly after any Loan Party has knowledge thereof, written notice of (i) any action or proceeding relating to any Environmental Law pending or threatened against any Loan Party or any of its Subsidiaries, (ii) any noncompliance with any Environmental Law by any Loan Party or any of its Subsidiaries, (iii) the existence of any Environmental Liability, or (iv) the existence of any Release of Hazardous Materials at any property currently or formerly owned, leased or operated by any Loan Party or any of its Subsidiaries, which action, proceeding, non-compliance, Environmental Liability or Release could (x) reasonably be expected to have a Material Adverse Effect, or (y) cause any property described in the Mortgages to be subject to any material restrictions on ownership, occupancy, use or transferability under any Environmental Law;

(g) as soon as available, but in any event within thirty (30) days after the end of each Fiscal Year of the Borrower, to the extent that it would reflect information not previously delivered to the Administrative Agent, (i) a report supplementing Schedules 5.08(c), 5.08(d) and 5.08(d)(ii), including an identification of all owned real property disposed of by any Loan Party or any Subsidiary thereof and all leased real property disposed of by any Loan Party or any Domestic Subsidiary during such Fiscal Year, a list and description (including the street address, county or other relevant jurisdiction, state, record owner, book value thereof and, in the case of leases of property, lessor, lessee, expiration date and annual rental cost thereof) of all Real Estate acquired or leased during such Fiscal Year and a description of such other changes in the information included in such Schedules as may be necessary for such Schedules to be accurate and complete and (ii) a report supplementing Schedules 5.08(e), 5.13 and 5.17 containing a description of all changes in the information included in such Schedules as may be necessary for such Schedules to be accurate and complete, each such report to be signed by a Responsible Officer of Holdings and to be in a form reasonably satisfactory to the Administrative Agent;

(h) at least five (5) Business Days prior written notice (or such shorter period as to which the Administrative Agent in its sole discretion agrees) of any change in: (i) any Loan Party's name (ii) any Loan Party's organizational structure or jurisdiction of incorporation or formation; or (iii) any Loan Party's Federal Taxpayer Identification Number or organizational identification number assigned to it by its state of organization;

(i) promptly after the request by the Administrative Agent or any Lender, all documentation and other information that the Administrative Agent or such Lender reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act and the Beneficial Ownership Regulation;

(j) upon request by the Administrative Agent, copies of: (i) each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) filed by any ERISA Affiliate with the Internal Revenue Service with respect to each Pension Plan; (ii) the most recent actuarial valuation report for each Pension Plan; and (iii) all notices received by any ERISA Affiliate from a Multiemployer Plan sponsor or any governmental agency concerning an ERISA Event;

(k) promptly, all such financial and other information as the Administrative Agent shall reasonably request relating to (i) the Collateral, (ii) the assets and business and operations of the Borrowers, Guarantors and their respective Subsidiaries, (iii) the Chapter 11 Cases and (iv) the compliance with any Term Loan Document;

(l) (i) as soon as practicable (and, in any event, at least two (2) Business Days to the extent practicable or such shorter period as agreed by the Administrative Agent in its sole discretion) in advance of filing with the Bankruptcy Court) or to the U.S. Trustee, as the case may be, the Borrower and the Guarantors shall deliver to the Administrative Agent the proposed Final Financing Order and all other

proposed orders and pleadings related to any of the DIP Facilities, any other financing or any use of cash collateral, any sale or other disposition of Collateral outside the ordinary course, having a value in excess of \$1,000,000, cash management, adequate protection, any plan of reorganization and/or any disclosure statement related thereto and (ii) substantially simultaneously with the filing with the Bankruptcy Court or delivering to any official committee appointed in any of the Chapter 11 Cases (or the professionals to any such committee) or the U.S. Trustee, as the case may be, the Borrower and the Guarantors shall deliver to the Administrative Agent all other notices, filings, motions, pleadings or other information concerning the financial condition of the Borrower and the Guarantors or other Indebtedness of the Borrower and the Guarantors or, to the extent not required to be delivered pursuant to subclause (i) above, any request for relief under section 363, 365, 1113 or 1114 of the Bankruptcy Code or section 9019 of the Federal Rules of Bankruptcy Procedure that may be filed with the Bankruptcy Court or delivered to any official committee appointed in any of the Chapter 11 Cases (or the professional to any such committee); and

(m) promptly (and no later than one (1) Business Day) following delivery to the DIP Term Loan Agent or the lenders under the DIP Term Loan Agreement, copies of any material report or other information required to be delivered thereto pursuant to the terms of the DIP Term Loan Agreement to the extent such report or information is not otherwise required to be delivered to the Agents or Lenders hereunder.

Documents required to be delivered pursuant to Section 6.01(a) or (b) or Section 6.02(c) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered by Approved Electronic Communications and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet at the website address listed on Schedule 11.02; or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that: (A) upon request, the Borrower shall deliver paper copies of such documents to the Administrative Agent, and (B) the Borrower shall notify the Administrative Agent (by Approved Electronic Communications) of the posting of any such documents and provide such documents to the Administrative Agent by Approved Electronic Communications. The Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrower hereby acknowledges that (1) the Administrative Agent and/or the Arranger will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "**Borrower Materials**") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "**Platform**") and (2) certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material nonpublic information with respect to the Borrower or its securities) (each, a "**Public Lender**"). The Borrower hereby agrees that at any time that the Borrower is the issuer of any outstanding debt or equity securities that are registered or issued pursuant to a private offering or is actively contemplating issuing any such securities it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (w) all such Borrower Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, the Arranger and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth

in Section 11.07); (y) all Borrower Materials marked “PUBLIC” are permitted to be made available through a portion of the Platform designated “Public Investor”; and (z) the Administrative Agent and the Arranger shall be entitled to treat any Borrower Materials that are not marked “PUBLIC” as being suitable only for posting on a portion of the Platform not designated “Public Investor.”

6.03 Notices. Promptly, after knowledge thereof by a Responsible Officer, notify the Administrative Agent:

- (a) of the occurrence of any Default;
- (b) of any matter that has resulted or would reasonably be expected to result in a Material Adverse Effect, including as a result of (i) breach or non-performance of, or any default under, a Contractual Obligation of any Loan Party or any Restricted Subsidiary thereof; (ii) any dispute, litigation, investigation, proceeding or suspension between any Loan Party or any Subsidiary thereof and any Governmental Authority; or (iii) the commencement of, or any material development in, any litigation or proceeding affecting any Loan Party or any Restricted Subsidiary thereof, including pursuant to any applicable Environmental Laws;
- (c) of the occurrence of any ERISA Event that would reasonably be expected to result in a Material Adverse Effect;
- (d) of any material change in accounting policies or financial reporting practices by any Loan Party or any Restricted Subsidiary thereof;
- (e) of (i) any casualty or other insured damage to any portion of the Collateral or (ii) the commencement of any action or proceeding for the taking of any interest in a portion of the Collateral under power of eminent domain or (iii) any condemnation or similar proceeding or if any portion of the Collateral is damaged or destroyed; provided, however, that with respect to each of clauses (i), (ii) and (iii), the amount of Collateral affected thereby shall have an aggregate fair market value in excess of (A) \$15.0 million, in the case of Term Priority Collateral or (B) \$10.0 million, in the case of ABL Priority DIP Collateral;
- (f) of any change in Holdings’ or the Borrower’s chief executive officer or chief financial officer;
- (g) any termination, withdrawal or resignation of Holdings’ or the Borrower’s Registered Public Accounting Firm; and
- (h) any change in the information provided in the Beneficial Ownership Certification most recently delivered to such Lender that would result in a change to the list of beneficial owners identified in such certification.

Each notice pursuant to Section 6.03(a) shall be made by Approved Electronic Communications accompanied by a statement of a Responsible Officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto.

6.04 Payment of Obligations. Pay and discharge as the same shall become due and payable (a) all Taxes upon it or its properties or assets in all respects, unless the same are being contested in good faith by appropriate proceedings diligently conducted, adequate reserves in accordance with GAAP are being maintained by such Loan Party or such Restricted Subsidiary and such contest effectively suspends the collection of the contested obligation and the enforcement of any Lien securing such obligation; except

for Taxes that could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect; and (b) all material lawful claims which, if unpaid, would by law become a Lien upon its property (except as set forth in clause (a) above).

6.05 Preservation of Existence, Etc (a) Subject to necessary Bankruptcy Court approval, preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization, except for (i) transactions permitted by Section 7.04 or 7.05 and (ii) with respect to the maintenance of good standing status of any Loan Party, it will not be a breach of clause (a) of this Section 6.05 unless the failure to maintain good standing of such Loan Party could reasonably be expected to have a Material Adverse Effect; (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation or non-renewal of which could reasonably be expected to have a Material Adverse Effect.

6.06 Maintenance of Properties. Except pursuant to any necessary Bankruptcy Court approval (a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear, casualty or condemnation excepted; and (b) make all necessary repairs thereto and renewals and replacements thereof except, in each case, where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

6.07 Maintenance of Insurance.

(a) Maintain with financially sound and reputable insurance companies not Affiliates of the Loan Parties, insurance with respect to its properties and business against loss or damage (i) of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons or (ii) substantially similar to insurance maintained by the Borrower and its Restricted Subsidiaries on the Closing Date, in each case, subject to such changes as the Borrower may reasonably deem appropriate in its business judgment with respect to deductibles, self-insured amounts, coverage exclusions and maximum covered losses (provided that none of such policies shall include a co-insurance clause).

(b) [Reserved].

(c) Fire and extended coverage policies maintained with respect to any Collateral shall be endorsed or otherwise amended to include (i) a mortgage clause (regarding improvements to Real Estate) and lenders' loss payable clause (regarding personal property), in form and substance satisfactory to the Collateral Agent, which endorsements or amendments shall provide that the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, and (ii) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Credit Parties. Commercial general liability policies shall be endorsed to name the Collateral Agent as an additional insured. Business interruption policies with respect to Holdings and the Domestic Subsidiaries shall name the Collateral Agent as a loss payee and shall be endorsed or amended to include (A) a provision that, from and after the Closing Date, the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, and (B) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Credit Parties. The Borrower shall deliver to the Collateral Agent, prior to the cancellation, modification adverse to the Lenders, or non-renewal of any such policy of insurance, a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Collateral Agent, including an insurance binder) together with evidence satisfactory to the Collateral Agent of payment of the premium therefor.

(d) In the event that any part of the Collateral (other than, as long as the DIP Term Facility or the Prepetition Term Facility is outstanding, Term Priority Collateral) is damaged by fire or other casualty and the insurance proceeds for such damage are greater than \$10.0 million in any Fiscal Year such proceeds, in their entirety, shall be delivered to the Administrative Agent and the Administrative Agent shall promptly apply such proceeds to reduce the Borrower's outstanding Credit Extensions in accordance with Sections 2.05(e) or 8.03, as applicable. In the event any part of the Collateral (other than, as long as the DIP Term Facility or the Prepetition Term Facility is outstanding, Term Priority Collateral) is damaged by fire or other casualty and the insurance proceeds for such damage are less than \$10.0 million in any Fiscal Year, such proceeds, in their entirety, shall be delivered to the Borrower.

(e) None of the Credit Parties, or their agents or employees shall be liable for any loss or damage insured by the insurance policies required to be maintained under this Section 6.07. Each Loan Party shall look solely to its insurance companies or any other parties other than the Credit Parties for the recovery of such loss or damage and such insurance companies shall have no rights of subrogation against any Credit Party or its agents or employees. If, however, the insurance policies do not provide waiver of subrogation rights against such parties, as required above, then the Loan Parties hereby agree, to the extent permitted by law, to waive their right of recovery, if any, against the Credit Parties and their agents and employees. The designation of any form, type or amount of insurance coverage by any Credit Party under this Section 6.07 shall in no event be deemed a representation, warranty or advice by such Credit Party that such insurance is adequate for the purposes of the business of the Loan Parties or the protection of their properties.

6.08 Compliance with Laws. Subject to the Financing Orders, comply in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted and with respect to which adequate reserves have been set aside and maintained by the Loan Parties in accordance with GAAP; or (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

6.09 Books and Records. Maintain proper books of record and account, in which entries in conformity in all material respects with GAAP under U.S. law, with respect to Holdings and its Domestic Subsidiaries, and under applicable foreign law, with respect to Foreign Subsidiaries (provided that nothing in this Section 6.09 shall affect the obligation of Holdings to provide financial statements in accordance with GAAP under Section 6.01), consistently applied shall be made of all financial transactions and matters involving the assets and business of the Loan Parties and their Restricted Subsidiaries, as the case may be.

6.10 Inspection Rights.

(a) Permit representatives and independent contractors of the Administrative Agent (accompanied by any Lender (with the consent of the Borrower (not to be unreasonably withheld)) to visit and inspect any of its properties, to examine its corporate, financial, insurance, and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants (subject to such accountant's customary policies and procedures), all at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrower; provided, however, that unless an Event of Default has occurred and is continuing, the Administrative Agent may make only one such visit in any Fiscal Year at the Borrower's expense, provided further that when an Event of Default exists the Administrative Agent (or any of its representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and upon reasonable advance notice to the extent practicable.

(b) Upon the request of the Administrative Agent after reasonable prior notice, permit the Administrative Agent or professionals (including investment bankers, consultants, accountants, lawyers and appraisers) retained by the Administrative Agent to conduct appraisals, collateral field examinations and other evaluations, including, without limitation, of (i) the Borrower's practices in the computation of the Borrowing Base, and (ii) the assets included in the Borrowing Base and related financial information such as, but not limited to, sales, gross margins, payables, accruals and reserves. Subject to the following sentences, the Loan Parties shall pay the fees and expenses of the Administrative Agent or such professionals with respect to such evaluations and appraisals. Without limiting the foregoing, the Loan Parties acknowledge that the Administrative Agent may undertake up to two (2) inventory appraisals and two (2) collateral field examinations each eighteen (18) month period, at the Loan Parties' expense; provided that, as long as no Enhanced Collateral Trigger Event exists, the Administrative Agent may conduct no more than one collateral field examination and one inventory appraisal in any twelve month period at the Loan Parties' expense. Notwithstanding the foregoing, the Administrative Agent may cause additional appraisals and collateral field examinations to be undertaken (y) as it in its discretion deems necessary or appropriate, at its own expense, or (z) if required by applicable Law or if a Default shall have occurred and be continuing, at the expense of the Loan Parties.

6.11 Use of Proceeds. Subject to the Financing Orders, use the proceeds of the Credit Extensions to (i) provide ongoing working capital and for other general corporate purposes of the Borrower and its Subsidiaries, (ii) to refinance in full, on the Closing Date, the Prepetition ABL Credit Facility (and to cash collateralize the Existing Letters of Credit), and (iii) to pay fees, costs and expenses incurred in connection with the Transactions and other administration costs incurred in connection with the Chapter 11 Cases. The Borrower will not request any Borrowing or Letter of Credit, and the Borrower shall not use, and shall procure that its Subsidiaries and its and their respective directors, officers and employees shall not use, the proceeds of any Borrowing or Letter of Credit (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (b) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (c) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

6.12 [Reserved].

6.13 [Reserved].

6.14 Physical Inventories. Cause at least one (1) physical perpetual "cycle count" at each of the Borrower's locations to be undertaken in each eighteen (18) month period conducted by such inventory takers as are satisfactory to the Collateral Agent and following such methodology as is consistent with the methodology used in the immediately preceding perpetual cycle count or as otherwise may be reasonably acceptable to the Collateral Agent. The Borrower shall provide the Collateral Agent information regarding the results of such cycle counts in form and detail consistent with past practices under the Existing Credit Agreement or as otherwise reasonably acceptable to the Administrative Agent.

6.15 Further Assurances. (a) Promptly upon request by the Administrative Agent, or any Lender through the Administrative Agent, correct any material defect or error that may be discovered in any Loan Document or in the execution, acknowledgment, filing or recordation of any Collateral Document or other document or instrument relating to any Collateral, and (b) subject to the terms of the Financing Orders, execute any and all further documents, financing statements, agreements, instruments, certificates, notices and acknowledgements, and take all such further actions that may be required under any applicable Law and which the Administrative Agent reasonably requests to ensure the creation, perfection and priority of the Liens created or intended to be created under the Financing Orders.

6.16 Lenders Meetings. The Borrower will, upon the request of the Administrative Agent or Required Lenders, participate in a meeting of the Administrative Agent and Lenders once during each Fiscal Year to be held, at the request of the Administrative Agent or Required Lenders, by teleconference or at the Borrower's corporate offices (or at such other location as may be agreed to by the Borrower and the Administrative Agent) at such time as may be agreed to by the Borrower and the Administrative Agent.

6.17 [Reserved].

6.18 Designation of Subsidiaries. The board of directors of Holdings may at any time designate any Restricted Subsidiary as an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Restricted Subsidiary; provided that (i) immediately before and after such designation, no Default shall have occurred and be continuing, (ii) the Borrower may not be designated as an Unrestricted Subsidiary, (iii) no Subsidiary may be designated as an Unrestricted Subsidiary if it is a "Restricted Subsidiary" for the purpose of the Term Loan Documents, (iv) no Restricted Subsidiary may be designated as an Unrestricted Subsidiary if it was previously designated an Unrestricted Subsidiary, (v) no Unrestricted Subsidiary shall own any Equity Interests in any Restricted Subsidiary (vi) no Unrestricted Subsidiary shall hold any Indebtedness of, or any Lien on any property of, the Borrower or any Restricted Subsidiary, (vii) no Unrestricted Subsidiary shall be a party to any transaction or arrangement with the Borrower and its Restricted Subsidiaries that would not be permitted by Section 7.08, and (viii) none of Holdings or any of its Restricted Subsidiaries shall have any obligation to subscribe for additional Equity Interests of any Unrestricted Subsidiary or to preserve or maintain the financial condition of any Unrestricted Subsidiary. The designation of any Subsidiary as an Unrestricted Subsidiary shall constitute an Investment by Holdings and its Restricted Subsidiaries therein at the date of designation in an amount equal to the net book value of Holdings' or such Restricted Subsidiary's (as applicable) investment therein. The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute the incurrence at the time of designation of any Indebtedness or Liens of such Subsidiary existing at such time. The Borrower shall cause each of the Restricted Subsidiaries and Unrestricted Subsidiaries to satisfy customary corporate and other formalities.

6.19 [Reserved].

6.20 Certain Other Bankruptcy Matters.

(a) The Borrower, the Guarantors and their Subsidiaries shall comply (i) in all material respects, after entry thereof, with all of the requirements and obligations set forth in the Financing Orders and the Cash Management Order, as each such order is amended and in effect from time to time in accordance with this Agreement, (ii) in all material respects with the terms of all entered orders of the type listed in clause (b) of the definition of "Approved Bankruptcy Court Order", and the terms of such orders must comply with, and be modified only in accordance with, clause (c) of the definition of "Approved Bankruptcy Court Order and (iii) in all material respects, after entry thereof, with the orders (to the extent not covered by subclause (i) or (ii) above) approving the Chapter 11 Debtors' "first day" and "second day" relief obtained in the Chapter 11 Cases, as such orders, if entered by the Bankruptcy Court, must comply with, and only be modified from time to time in accordance with, clause (c) of the definition of "Approved Bankruptcy Court Order".

(b) The Borrower and the Guarantors shall provide at least five (5) Business Days' (or such shorter notice acceptable to the Administrative Agent in its sole discretion) prior written notice to the Administrative Agent and its advisors prior to any rejection of the Borrower's or any Guarantor's or any other Subsidiary's material contracts or material non-residential real property leases pursuant to Section 365 of the Bankruptcy Code, and no such contract or lease shall be rejected, if such rejection adversely affects in any material respect the ABL Priority DIP Collateral, any Liens thereon or any DIP Superpriority

Claims payable therefrom (including, without limitation, any sale or other disposition of ABL Priority DIP Collateral or the priority of any such Liens or DIP Superpriority Claims) if the Administrative Agent informs the Borrower and the Guarantors in writing within three (3) Business Days of receipt of the notice from the Borrower and Guarantors referenced above that it objects to such rejection.

ARTICLE VII NEGATIVE COVENANTS¹

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement) or any Letter of Credit shall remain outstanding, the Borrower shall not (and with respect to Section 7.13 only, Holdings shall not), nor shall the Borrower permit any Restricted Subsidiary to, directly or indirectly:

7.01 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, other than the following Liens (Liens described below are herein referred to as "**Permitted Liens**"):

- (a) Liens pursuant to any Loan Document;
- (b) Liens existing on the date hereof and listed on Schedule 7.01(b) and any renewals or extensions thereof, provided that (i) the property covered thereby is not changed in any material manner, (ii) the amount secured or benefited thereby is not increased except as contemplated by Section 7.02(e), (iii) the direct and contingent obligors with respect thereto are not changed (other than to decrease the number of obligors), and (iv) any renewal or extension of the obligations secured or benefited thereby is permitted by Section 7.02(e);
- (c) Liens for taxes not yet due or which are the subject of a Permitted Protest;
- (d) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 30 days or which are the subject of a Permitted Protest;
- (e) (i) pledges or deposits in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation, other than any Lien imposed by ERISA and (ii) pledges and deposits in the ordinary course of business securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to Holdings or any of its Restricted Subsidiaries;
- (f) deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness for borrowed money), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;
- (g) easements, rights-of-way, restrictions and other similar encumbrances affecting Real Estate which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person;

¹ The negative covenants will be substantially conformed to the DIP Term Loan Agreement, once that agreement is finalized.

(h) Liens securing judgments for the payment of money not constituting an Event of Default under Section 8.01(i);

(i) Liens securing Indebtedness permitted under Section 7.02(g); provided that (i) such Liens do not at any time encumber any property other than the property financed by such Indebtedness, (ii) the Indebtedness secured thereby does not exceed the cost of the property being acquired on the date of acquisition, and (iii) such Lien and the Indebtedness secured thereby are incurred contemporaneously with or within two hundred seventy (270) days after the acquisition of such property;

(j) Liens on the Collateral securing the Prepetition Term Debt and the DIP Term Loan Obligations having the priority set forth in the Financing Orders;

(k) landlords' and lessors' Liens in respect of rent and other lease obligations that are not past due for a period of 60 days or more or that are the subject of a Permitted Protest;

(l) possessory Liens in favor of brokers and dealers arising in connection with the acquisition or disposition of Investments, provided that such Liens (i) attach only to such Investments and (ii) secure only obligations incurred in the ordinary course and arising in connection with the acquisition or disposition of such Investments and not any obligation in connection with margin financing;

(m) Liens arising solely by virtue of any statutory or common law provisions relating to banker's Liens, ordinary course Liens in favor of securities intermediaries, rights of setoff or similar rights and remedies as to deposit accounts or securities accounts or other funds maintained with depository institutions or securities intermediaries;

(n) Liens arising from precautionary UCC filings regarding "true" operating leases or the consignment of goods to a Loan Party;

(o) Liens in favor of customs and revenues authorities imposed by applicable Law arising in the ordinary course of business in connection with the importation of goods and securing obligations (i) that are not overdue by more than thirty (30) days, or (ii) that are the subject of a Permitted Protest;

(p) Liens on specific existing assets and proceeds thereof (other than assets of the type included in the Borrowing Base, except to the extent that the Administrative Agent is reasonably satisfied that such Lien does not interfere with Collateral Agent's Lien on such assets and Collateral Agent's ability to realize on such Lien on such assets and the proceeds thereof) of a Person acquired following the Closing Date in existence on the date such Person became a Restricted Subsidiary; provided that such Liens were not created in anticipation of the transaction pursuant to which such Person became a Restricted Subsidiary;

(q) licenses of Intellectual Property permitted under Section 7.05(g) hereof;

(r) Liens on the assets of Foreign Subsidiaries securing Indebtedness or other obligations of Foreign Subsidiaries permitted by Section 7.02;

(s) other Liens securing Indebtedness or other obligations of the Borrower and the Subsidiary Guarantors outstanding in an aggregate principal amount not to exceed \$[●]; provided that no such Lien shall extend to or cover any Collateral;

(t) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business which do not (i) in any case materially detract from the value of the property subject thereto or

(ii) interfere in any material respect with the business of the Borrower and its Subsidiaries or (iii) secure any Indebtedness;

(u) Liens solely on any cash earnest money deposits made by the Borrower or any of the Restricted Subsidiaries in connection with any letter of intent or purchase agreement permitted hereunder;

(v) ground leases in respect of real property on which facilities owned or leased by the Borrower or any of its Subsidiaries are located; and

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

7.02 Indebtedness. Create, incur, assume, guarantee, suffer to exist or otherwise become liable with respect to any Indebtedness, except (Indebtedness described below is herein referred to as “**Permitted Indebtedness**”):

(a) obligations (contingent or otherwise) of the Borrower or any of the Restricted Subsidiaries existing or arising under any Swap Contract, provided that (i) such obligations are (or were) entered into by such Person in the ordinary course of business for the purpose of directly mitigating risks associated with fluctuations in interest rates or foreign exchange rates or otherwise to mitigate risks associated with its assets or liabilities or business operations, and (ii) such Swap Contract does not contain any provision exonerating the counterparty to such Swap Contract from its obligation to make payments on outstanding transactions to the Borrower or the Restricted Subsidiaries (notwithstanding that the Borrower or a Restricted Subsidiary is the defaulting party);

(b) (i) Indebtedness of a Restricted Subsidiary of the Borrower owed to the Borrower or to another Restricted Subsidiary of the Borrower and (ii) Indebtedness of the Borrower owed to any Restricted Subsidiaries of the Borrower, in each case, which Indebtedness shall (A) in the case of Indebtedness owed to a Loan Party, constitute “Pledged Debt” under the Security Agreement, (B) be on terms (including subordination terms, if owed by a Loan Party) acceptable to the Administrative Agent and (C) be otherwise permitted under the provisions of Section 7.03;

(c) Indebtedness under the Loan Documents;

(d) Indebtedness of the Loan Parties under the DIP Term Facility and the Prepetition Term Facility.

(e) Indebtedness outstanding on the date hereof and listed on Schedule 7.02 and any Permitted Refinancing Indebtedness in respect thereof;

(f) Guarantees of the Borrower or any Guarantor in respect of Indebtedness otherwise permitted hereunder of the Borrower or any Subsidiary Guarantor;

(g) Indebtedness in respect of Capital Lease Obligations, Synthetic Lease Obligations, and purchase money obligations for fixed or capital assets within the limitations set forth in Section 7.01(i) and Permitted Refinancing Indebtedness in respect thereof; provided, however, that the aggregate amount of all such Indebtedness at any one time outstanding shall not exceed \$50.0 million;

(h) Permitted Holdco Debt;

(i) Indebtedness of any Person that becomes a Restricted Subsidiary of the Borrower after the date hereof in accordance with the terms of Section 7.03(h), which Indebtedness is existing at the time such Person becomes a Restricted Subsidiary of the Borrower (other than Indebtedness incurred solely in contemplation of such Person's becoming a Restricted Subsidiary of the Borrower) and Permitted Refinancing Indebtedness in respect thereof;

(j) [reserved];

(k) Indebtedness of the Loan Parties in an aggregate principal amount not to exceed \$[●] at any time outstanding;

(l) Indebtedness of Foreign Subsidiaries under the Swedish Credit Facility in an aggregate amount not to exceed the U.S. dollar equivalent (as reasonably determined by the Administrative Agent) of \$[●] outstanding at any time; and

(m) other Indebtedness of Foreign Subsidiaries in an aggregate amount not to exceed \$[●] outstanding at any time.

For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a non-U.S. currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred; provided that, if such Indebtedness is incurred to extend, replace, refund, refinance, renew or defease other Indebtedness denominated in a foreign currency, and such extension, replacement, refunding, refinancing, renewal or defeasance would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such extension, replacement, refunding, refinancing, renewal or defeasance, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased.

7.03 Investments. Make or hold any Investments, except:

(a) Investments held by the Borrower and the Restricted Subsidiaries in the form of Cash Equivalents;

(b) Investments consisting of loans and advances to officers, directors and employees of Holdings and its Restricted Subsidiaries to finance the purchase of capital stock of Holdings and for travel, entertainment, relocation and analogous ordinary business purposes, in an aggregate amount not to exceed \$2.5 million at any time outstanding;

(c)

(i) Investments outstanding on the Closing Date by Borrower and its Restricted Subsidiaries in their respective Subsidiaries;

(ii) additional Investments by Borrower and its Restricted Subsidiaries in Restricted Subsidiaries that are Loan Parties at the time of the making of such Investment;

(iii) additional Investments by Subsidiaries of the Borrower that are not Loan Parties (including Foreign Subsidiaries) in other Restricted Subsidiaries that are not Loan Parties (including Foreign Subsidiaries); and

(iv) [reserved];

(d) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(e) Guarantees permitted by Section 7.02;

(f) Investments existing on the date hereof and set forth on Schedule 5.08(e) and any modification, replacement, renewal, reinvestment or extension of any of the foregoing that does not increase the amount thereof;

(g) Investments in Swap Contracts permitted under Section 7.02(a);

(h) [reserved];

(i) Investments resulting from the issuance of Indebtedness of Holdings to the Borrower or any of the Restricted Subsidiaries in an amount not to exceed the amount necessary to permit Holdings to pay (i) so long as no Event of Default shall have occurred and be continuing at the time thereof or would result therefrom, reasonable and customary corporate and out-of-pocket operating expenses actually payable to persons that are not Affiliates relating to maintaining its ownership interest in the Borrower (including reasonable out-of-pocket expenses for legal, administrative and accounting services provided by third parties, and compensation, benefits and other amounts payable to officers and employees in connection with their employment in the ordinary course of business and to board of director observers), (ii) franchise fees or similar Taxes and fees required to maintain its corporate existence, (iii) any income Taxes imposed on Holdings or its direct or indirect parent of Holdings as the common parent of a consolidated, combined or similar Tax group of which the Borrower and/or its Restricted Subsidiaries are members, up to an amount not to exceed the amount of any such income Taxes that the Borrower and its Restricted Subsidiaries would have been required to pay on a separate company (or a stand-alone Tax group) basis (reduced by any income Taxes paid directly by the Borrower or its Restricted Subsidiaries); provided that in determining the hypothetical income Tax liability of the Borrower and/or its Restricted Subsidiaries on a separate company (or a stand-alone Tax group) basis for the purpose of clause (iii), any interest expense on any Indebtedness incurred by Holdings shall be treated as the interest expense of the Borrower; provided further that any payments by Borrower or any of its Restricted Subsidiaries attributable to the income of any Unrestricted Subsidiary shall be permitted only to the extent that cash payments were made for such purpose by such Unrestricted Subsidiary to the Borrower or to any of its Restricted Subsidiaries and (iv) all costs or fees incurred in compliance with or in anticipation of compliance with Securities Laws and state securities Laws;

(j) promissory notes and other non-cash consideration that is permitted to be received in connection with Dispositions permitted by Section 7.05;

(k) any Investments made with the proceeds received by or contributed to the Borrower from the substantially concurrent issuance of new Equity Interests (other than Disqualified Equity Interests) issued by Holdings and not used for any other purpose permitted under this Agreement;

(l) without duplication of any other Investments permitted hereunder, other Investments by the Borrower or any of the Restricted Subsidiaries not exceeding (x) \$[●] in any Fiscal Year (with the unused portion of such scheduled amount available for use in any succeeding Fiscal Year), net of any cash return to the Borrower and its Restricted Subsidiaries of principal or capital of any such Investment

or (y) \$[●] in the aggregate (net of any cash return of principal or capital of any Investment, purchase or acquisition made pursuant to this Section 7.03(l) or Section 7.03(h)(ii) or Section 7.03(c)(iv) to the Borrower or a Subsidiary Guarantor that is not applied pursuant to the parenthetical phrase in Section 7.03(c)(iv)(y) or 7.03(h)(ii));

(m) [reserved];

(n) Investments to the extent that payment for such Investments is made solely with Qualified Equity Interests of Holdings (or any direct or indirect parent thereof);

(o) Investments held by a Restricted Subsidiary acquired after the Closing Date or of a Person merged into the Borrower or merged or consolidated with a Restricted Subsidiary in accordance with Section 7.04

(p) after the Closing Date (other than existing Investments in subsidiaries of such Subsidiary or Person, which must comply with the requirements of Sections 7.02(h) or (l)) to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger or consolidation and were in existence on the date of such acquisition, merger or consolidation; and

(q) Guarantees by the Borrower or any of the Restricted Subsidiaries of leases (other than Capital Lease Obligations) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business.

7.04 Fundamental Changes. (a) Merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that:

(i) any Restricted Subsidiary of the Borrower may merge with (i) the Borrower, provided that the Borrower shall be the continuing or surviving Person, or (ii) any one or more other Restricted Subsidiaries, provided that when any Loan Party is merging with another Restricted Subsidiary that is not a Loan Party, such Loan Party shall be the continuing or surviving Person;

(ii) any Restricted Subsidiary (other than the Borrower) may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Borrower or to another Loan Party (other than Holdings);

(iii) any Subsidiary that is not a Loan Party (i) may dispose of all or substantially all its assets (including any Disposition that is in the nature of a liquidation) to (A) another Subsidiary that is not a Loan Party or (B) to a Loan Party (other than Holdings), or (ii) may be dissolved, with its assets (if any) being transferred in accordance with clause (i) hereof;

(iv) in connection with any acquisition permitted under Section 7.03, any Restricted Subsidiary of the Borrower may merge into or consolidate with any other Person or permit any other Person to merge into or consolidate with it; provided that (i) the Person surviving such merger shall be a wholly-owned Restricted Subsidiary of the Borrower, (ii) in the case of any such merger to which any Loan Party (other than the Borrower) is a party, such Loan Party is the surviving Person and (iii) in the case of any merger involving the Borrower, the Borrower is the surviving Person;

(v) any Disposition permitted by Section 7.05 may be structured as a sale of all or substantially all of the Equity Interests of a Subsidiary,

(vi) any Subsidiary which has no assets to distribute to its equity holders may be dissolved or liquidated; and

(vii) any Foreign Subsidiary that is not a Material Subsidiary may be dissolved or liquidated, including through an insolvency, bankruptcy or equivalent proceeding.

(b) Consummate a Division as the Dividing Person, without the prior written consent of the Administrative Agent. Without limiting the foregoing, if any Loan Party that is a limited liability company consummates a Division (with or without the prior consent of Administrative Agent as required above), each Division Successor shall be required to comply with the obligations set forth in Section 6.12 and the other further assurances obligations set forth in the Loan Documents and become a Loan Party under this Agreement and the other Loan Documents.

7.05 Dispositions. Make any Disposition or enter into any agreement to make any Disposition, except:

(a) Dispositions of obsolete or worn out property, or property (including Intellectual Property) that is no longer used or useful in the business of the Borrower and its Restricted Subsidiaries whether now owned or hereafter acquired, in each case, in the ordinary course of business (it being understood that this clause (a) does not include the liquidation of any Store or the inventory and other assets located therein);

(b) Dispositions of inventory and goods held for sale in the ordinary course of business;

(c) Dispositions of equipment or Real Estate to the extent that such property is exchanged for credit against all or a portion of the purchase price of similar replacement property and, if such property is Collateral, then such replacement property is made subject to Liens and security interests in favor of the Collateral Agent for the benefit of the Credit Parties;

(d) Dispositions of property by any Subsidiary to the Borrower or to a wholly-owned Restricted Subsidiary; provided that if the transferor of such property is a Subsidiary Guarantor, the transferee thereof must either be the Borrower or a Subsidiary Guarantor or an Investment permitted under Section 7.03;

(e) Dispositions permitted by Sections 7.04(a)(i), (a)(ii), (a)(iii), (a)(iv), (a)(vi) and (a)(vii);

(f) bulk sales or other dispositions of the Inventory of the Borrower or a Restricted Subsidiary not in the ordinary course of business in connection with Store closings, at arm's length, provided, that such Store closures and related Inventory dispositions shall not exceed (i) in any Fiscal Year, ten percent (10%) of the number of the Borrower's and its Restricted Subsidiaries' Stores as of the beginning of such Fiscal Year (net of new Store openings in such Fiscal Year) and (ii) in the aggregate from and after the Closing Date, twenty-five percent (25%) of the number of the Borrower's and its Restricted Subsidiaries' Stores in existence as of the Closing Date (net of new Store openings), provided, that all sales of Inventory in connection with Store closings in excess of ten (10) Store closings in any three month period, shall be in accordance with liquidation agreements and with professional liquidators reasonably

acceptable to the Administrative Agent; provided, further that all Net Cash Proceeds received in connection therewith are applied to the Obligations if then required hereunder;

(g) grants of licenses of Intellectual Property in the ordinary course of business, which do not materially interfere with the business of the Borrower and the Restricted Subsidiaries, taken as a whole;

(h) Dispositions by the Borrower and the Restricted Subsidiaries not otherwise permitted under this Section 7.05; provided that (i) at the time of such Disposition, no Default shall exist or would result from such Disposition, (ii) the aggregate book value of all property Disposed of in reliance on this clause (h) in any Fiscal Year of the Borrower shall not exceed \$[●]; provided that an additional aggregate book value of not more than \$[●] per year of property held by Foreign Subsidiaries may be Disposed of in reliance on this clause (h) and (iii) at least 75% of the purchase price for such asset shall be paid to the Borrower or such Restricted Subsidiary in cash (with an assumption of Indebtedness (other than Subordinated Indebtedness) of the Borrower or such Restricted Subsidiary by a purchaser in connection with the applicable Disposition shall be deemed to be cash for the purposes of this clause (iii));

(i) licenses for the conduct of licensed departments (other than to an Affiliate of any Loan Party) within any Store in the ordinary course of business; and

(j) any issuance or sale of Equity Interests in, or sale of Indebtedness or other securities of, an Unrestricted Subsidiary;

provided, however, that any Disposition pursuant to clauses (a) through (d), and clauses (f) and (h) shall be for fair market value.

Notwithstanding the foregoing or anything else in this Agreement or the other Loan Documents to the contrary, no Disposition consisting of Material Intellectual Property may be made from (x) any Loan Party to any Subsidiary that is not a Guarantor or (y) from any Restricted Subsidiary that is not a Guarantor to any Unrestricted Subsidiary.

7.06 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, except that:

(a) each Restricted Subsidiary of the Borrower may make Restricted Payments to any other Loan Party (other than Holdings) and any other Person that owns a direct Equity Interest (other than Disqualified Equity Interests) in such Restricted Subsidiary, ratably according to their respective holdings of the type of Equity Interests in respect of which such Restricted Payment is being made;

(b) the Borrower and each of its Restricted Subsidiaries may declare and make dividend payments or other distributions payable solely in the common or preferred stock or other common or preferred Equity Interests of such Person (other than Disqualified Equity Interests); provided that such Equity Interests shall be pledged to the Collateral Agent to the extent required by Section 6.12 hereof;

(c) the Borrower may declare and pay cash dividends to Holdings in an amount not to exceed an amount necessary to permit Holdings to pay (i) reasonable and customary corporate and operating expenses relating to maintaining its ownership interest in the Borrower (including reasonable out-of-pocket expenses for legal, administrative and accounting services provided by third parties, and compensation, benefits and other amounts payable to officers and employees in connection with their employment in the ordinary course of business and to board of director observers), (ii) franchise Taxes and similar fees required to maintain its corporate existence, (iii) any income Taxes imposed on Holdings or its

direct or indirect parent of Holdings as the common parent of a consolidated, combined or similar Tax group of which the Borrower and/or its Restricted Subsidiaries are members, up to an amount not to exceed the amount of any such income Taxes that the Borrower and its Restricted Subsidiaries would have been required to pay on a separate company (or a stand-alone Tax group) basis (reduced by any income Taxes paid directly by the Borrower or its Restricted Subsidiaries); provided that in determining the hypothetical income Tax liability of the Borrower and/or its Restricted Subsidiaries on a separate company (or a stand-alone Tax group) basis for the purpose of clause (iii), any interest expense on any Indebtedness incurred by Holdings shall be treated as the interest expense of the Borrower and any dividends by Borrower attributable to the income of any Unrestricted Subsidiary shall be permitted only to the extent that cash payments were made for such purpose by such Unrestricted Subsidiary to the Borrower or any of its Restricted Subsidiaries and (iv) all costs or fees incurred in compliance with or in anticipation of compliance with Securities Laws and state securities Laws;

(d) the Borrower may (or make Restricted Payments to allow Holdings or any direct or indirect parent thereof to) repurchase, redeem or otherwise acquire or retire shares of its capital stock held by officers, directors or employees of Holdings or any Restricted Subsidiary (or their estates or trusts) following the death, disability or termination of employment of any such Person and, so long as no Default shall have occurred and be continuing (or would result therefrom), the Borrower may pay dividends to Holdings to permit such repurchase, redemption, retirement or acquisition; provided that the aggregate amount of payments to Holdings by the Borrower under this clause (d) will not exceed \$5.0 million in any Fiscal Year of the Borrower (with any unused portion of such scheduled amount available for use in any succeeding Fiscal Year);

(e) [reserved];

(f) Investments permitted by Section 7.03;

(g) repurchases of Equity Interests in Holdings, the Borrower or any of the Restricted Subsidiaries deemed to occur upon exercise of stock options or warrants or similar rights to the extent such Equity Interests represent a portion of the exercise price of such options or warrants or similar rights;

(h) the Borrower may make Restricted Payments to Holdings or to any direct or indirect parent of Holdings (and Holdings may make Restricted Payments to any direct or indirect parent of Holdings) the proceeds of which shall be used to make payments permitted under Sections 7.08(d), (e) and (h) (but only to the extent such payments have not been and are not expected to be made by the Borrower or a Restricted Subsidiary);

(i) [reserved];

(j) the payment of any dividend or distribution within 60 days after the date of declaration thereof, if at the date of declaration (i) such payment would have complied with the provisions of clause (i) of this Section 7.06 and (ii) no Event of Default occurred and was continuing; and

(k) [reserved];

provided, for purposes of calculating the amount available to make Restricted Payments, any dividend or distribution paid in reliance on clause (j) shall be deemed to be a Restricted Payment on the date of declaration and not on the date of payment.

7.07 Change in Nature of Business. Engage in any material line of business substantially different from those lines of business conducted by the Borrower and the Restricted Subsidiaries on the date hereof or any business reasonably related or ancillary thereto.

7.08 Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of the Loan Parties (or any Unrestricted Subsidiary, whether or not an Affiliate of any Loan Party), whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to the Loan Parties or such Restricted Subsidiary as would be obtainable by the Loan Parties or such Restricted Subsidiary at the time in a comparable arm's length transaction with a Person other than an Affiliate; provided that the foregoing restriction shall not apply to:

(a) transactions among (i) the Loan Parties, (ii) any Restricted Subsidiaries of Holdings that are not Loan Parties or (iii) the Loan Parties, on the one hand, and any Restricted Subsidiary that is not a Loan Party, on the other hand, that are at least as favorable to the Loan Parties as could be obtained in an arm's-length transaction from an unaffiliated party;

(b) (i) any Indebtedness permitted by Section 7.02(b); (ii) any Investments permitted by Section 7.03 (other than Investments in any Equity Investor or a portfolio company owned or controlled by an Equity Investor (other than any Loan Party)); and (iii) any Restricted Payment permitted by Section 7.06;

(c) [reserved];

(d) employment, consulting (exclusive of the Management Agreement) and severance agreements;

(e) loans and advances permitted by Section 7.03(b);

(f) payment of directors' fees, expenses and indemnities;

(g) incurrence of Subordinated Indebtedness by the Loan Parties to the Equity Investors otherwise permitted hereunder or the issuance of Equity Interests by Holdings to the Equity Investors, provided that no such Equity Interests may constitute Disqualified Equity Interests;

(h) transactions with joint ventures permitted hereunder for the purchase or sale of goods and services entered into in the ordinary course of business on terms no less favorable to the Loan Parties or such Restricted Subsidiary as would be obtainable by the Loan Parties or such Restricted Subsidiary at the time in a comparable arm's length transaction;

(i) customary payments by the Borrower and any of its Restricted Subsidiaries to the Sponsor made for any financial advisory, financing, underwriting or placement services or in respect of other investment banking activities (including in connection with acquisitions or divestitures), which payments are approved by a majority of the disinterested members of the board of directors of Holdings in good faith;

(j) transactions in which the Borrower or any of the Restricted Subsidiaries, as the case may be, delivers to the Administrative Agent a letter from an Independent Financial Advisor stating that such transaction is fair to the Borrower or such Restricted Subsidiary from a financial point of view;

(k) investments by the Sponsor or the Equity Investors in securities of Holdings, the Borrower or any of the Restricted Subsidiaries so long as (i) the investment is being offered generally to

other investors on the same or more favorable terms and (ii) the investment constitutes less than 5.0% of the proposed or outstanding issue amount of such class of securities; and

(l) Restricted Payments permitted by Section 7.06.

7.09 Burdensome Agreements. Enter into or permit to exist any Contractual Obligation (other than this Agreement or any other Loan Document) that (a) limits the ability (i) of any Restricted Subsidiary of Borrower to make Restricted Payments to any Loan Party or to otherwise transfer property to or invest in any Loan Party, except for any agreement in effect (A) on the date hereof and set forth on Schedule 7.09 and any modification, replacement, renewal, reinvestment or extension of any of the foregoing or (B) at the time any Person becomes a Restricted Subsidiary of Borrower, so long as such agreement was not entered into solely in contemplation of such Person becoming a Restricted Subsidiary of Borrower, (ii) of any Restricted Subsidiary of Borrower to Guarantee the Indebtedness of the Borrower, (iii) of any Restricted Subsidiary of Borrower to make or repay loans to a Loan Party or (iv) of the Borrower or any Restricted Subsidiary to create, incur, assume or suffer to exist Liens on property of such Person; provided, however, that this clause (iv) shall not prohibit any negative pledge incurred or provided in favor of any holder of Indebtedness permitted under Section 7.02 solely to the extent any such negative pledge relates to the property financed by or the subject of such Indebtedness; or (b) requires the grant of a Lien to secure an obligation of such Person if a Lien is granted to secure another obligation of such Person. The foregoing restrictions shall not be violated by reason of (i) applicable Laws, (ii) this Agreement and the other Loan Documents, (iii) (A) the Term Loan Documents so long as the restrictions of the kind referred to in the previous sentence contained therein, taken as a whole, are not materially more restrictive than those contained in the Term Loan Documents (as in effect on the Closing Date), (B) the Swedish Credit Facility, or (C) documents governing Permitted Holdco Debt so long as the restrictions of the kind referred to in the previous sentence contained therein, taken as a whole, are no more restrictive than those contained herein, (iv) customary non-assignment provisions of any contract, lease or license of the Borrower or any Restricted Subsidiary of the Borrower, (v) customary restrictions on a Subsidiary imposed pursuant to an agreement entered into for the sale or disposition of all or substantially all the Equity Interests or assets of a Subsidiary pending the closing of such sale or disposition, (vi) customary provisions in joint venture agreements and other similar agreements applicable to joint ventures entered into in the ordinary course of business, (vii) documents that represent Indebtedness of a Restricted Subsidiary that is not a Loan Party that is permitted by Section 7.02 to the extent such restriction applies only to such Restricted Subsidiary, (viii) documents that comprise restrictions imposed by any agreement governing Indebtedness entered into after the Closing Date and permitted under Section 7.02 that are, taken as a whole, in the good faith judgment of the Borrower, no more restrictive with respect to the Borrower or any Restricted Subsidiary than customary market terms for Indebtedness of such type (and, in any event, are no more restrictive than the restrictions contained in this Agreement), so long as the Borrower shall have determined in good faith that such restrictions will not affect its obligation or ability to make any payments or grant any Liens required hereunder or (vii) any restrictions under any agreement that amends, refinances or replaces any agreement containing restrictions permitted under the preceding clauses provided that the terms and conditions are no less favorable taken as a whole to the Restricted Subsidiary.

7.10 Amendments of Material Indebtedness. Amend, modify or waive any of the Loan Party's rights under any Material Indebtedness (other than on account of any refinancing thereof otherwise permitted hereunder), in each case, to the extent that such amendment, modification or waiver would reasonably be likely to have a Material Adverse Effect.

7.11 Accounting Changes. Make any change in their Fiscal Year; provided, however, that Holdings and the Borrower may, upon written notice to the Administrative Agent, change its fiscal year to any other fiscal year reasonably acceptable to the Administrative Agent, in which case, Holdings, the

Borrower and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary to reflect such change in Fiscal Year.

7.12 Prepayments, Etc. of Indebtedness. Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner any Indebtedness, or make any payment in violation of any subordination terms of any Subordinated Indebtedness, except to the extent permitted by an Acceptable Bankruptcy Court Order.

7.13 Holding Company. In the case of Holdings, engage in any business or activity other than (a) the ownership of all outstanding Equity Interests in the Borrower, (b) maintaining its corporate existence (including any public company activities), (c) participating in Tax, accounting and other administrative activities as the parent of the Consolidated group of companies, including the Loan Parties, (d) the execution and delivery of the Loan Documents, the ABL Loan Documents, the DIP Term Loan Documents, the Financing Orders and agreements governing other Indebtedness of the Borrower and its Subsidiaries not otherwise prohibited hereunder and agreements governing Permitted Holdco Debt, in each case, to which it is a party and the performance of its obligations thereunder, (e) any public offering of its common stock or any other issuance of its Equity Interests or any transaction permitted under Section 7.04, (f) holding any cash or property received in connection with Restricted Payments made by the Borrower in accordance with Section 7.06 pending application thereof by Holdings, (g) providing indemnification to officers and directors, (h) activities incidental to the businesses or activities described in clauses (a) through (g) of this Section and (i) any other activities required under Approved Bankruptcy Court Orders.

7.14 [Reserved].

7.15 Minimum Availability. The Borrower shall not permit Excess Availability at any time to be less than 10.0% of the Borrowing Base.

7.16 Sale and Leaseback Transactions. Enter into any arrangement, directly or indirectly, with any person whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred, provided that Borrower and its Restricted Subsidiaries may become and remain liable as lessee, guarantor or other surety with respect to any such lease if and to the extent that the Borrower or any of its Restricted Subsidiaries would be permitted to enter into, and remain liable under, such lease to the extent that the transaction would be permitted under Section 7.02, assuming the sale and lease back transaction constituted Indebtedness in a principal amount equal to the gross proceeds of the sale and the related sale were permitted under Section 7.05(h).

7.17 Additional Bankruptcy Matters.

(a) Assert or prosecute any claim or cause of action against any of the Credit Parties (in their capacities as such), unless such claim or cause of action is in connection with the enforcement of the Loan Documents against the Administrative Agent or the Lenders.

(b) Subject to the terms of the Financing Orders, as applicable, object to, contest, delay, prevent or interfere with in any material manner the exercise of rights and remedies by the Administrative Agent or the Lenders with respect to the Collateral following the occurrence of an Event of Default (provided that any Loan Party may contest or dispute whether an Event of Default has occurred).

(c) Except (i) as expressly provided or permitted hereunder (including to the extent pursuant to any "first day" or "second day" orders complying with the terms of this Agreement), (ii) with

the prior consent of the Administrative Agent or (iii) as provided pursuant to any Approved Bankruptcy Court Order, make any payment or distribution on account of any Prepetition Debt or any other Indebtedness arising prior to the Petition Date.

(d) Use Cash Collateral (as defined in the Financing Orders) of any Lender or Agent under Section 363 of the Bankruptcy Code other than as expressly provided for in the any Approved Bankruptcy Court Order as may be otherwise expressly permitted pursuant to the Loan Documents.

(e) Obtain post-petition loans or other financial accommodations pursuant to Section 364(c) or 364(d) of the Bankruptcy Code, other than as expressly provided for in the Interim Financing Order or as may be otherwise expressly permitted pursuant to the Loan Documents;

(f) Challenge the application of any payments authorized by the Interim Financing Order to the Administrative Agent or Lenders.

(g) Propose, support or have a plan of reorganization or liquidation (other than an Acceptable Plan of Reorganization) that does not provide for the payment in full in cash (or exchange into loans under the Exit ABL Facility) in full satisfaction of all Obligations on the effective date of such plan in accordance with the terms and conditions set forth in the Loan Documents.

(h) Challenge, contest or otherwise seek to impair or object to the validity, extent, enforceability or priority of Administrative Agent's post-petition liens and claims.

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrower or any other Loan Party fails to (i) pay when and as required to be paid herein, any amount of principal of any Loan or any L/C Obligation, or deposit any funds as cash collateral in respect of L/C Obligations, or (ii) pay within three Business Days after the same becomes due, any interest on any Loan or on any L/C Obligation, or any fee due hereunder, or (iii) pay within five days after the same becomes due, any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants with no Cure Period. Any Loan Party or any of its Restricted Subsidiaries fails to perform or observe any term, covenant or agreement applicable to it contained in any of 6.02(c), 6.03(a), 6.05(a) (solely as it relates to the Borrower), 6.07, 6.11, or Article VII; or

(c) Specific Covenants with Five-Day Cure Period. Any Loan Party or any of its Restricted Subsidiaries fails to perform or observe any term, covenant or agreement applicable to it contained in any of Section 6.01, 6.02 (other than clause (c)), 6.03 (other than clause (a)), 6.05(a) (solely as it relates to any Loan Party or Restricted Subsidiary other than the Borrower), 6.05 (other than clause (a)), or 6.15, and such failure continues for five Business Days; or

(d) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in Section 8.01(a), (b) or (c) above) contained in any Loan Document on its part to be performed or observed and such failure continues for 30 days following receipt of notice from the Administrative Agent or the Required Lenders; or

(e) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrower or any other Loan Party herein, in any other Loan Document, or in any document delivered in connection herewith or therewith (including, without limitation, any Borrowing Base Calculation) shall be incorrect or misleading in any material respect when made or deemed made; or

(f) Cross-Default. So long as the enforcement of remedies is not subject to the automatic stay as a result of the Chapter 11 Cases (including for the avoidance of doubt, any Prepetition Term Loan Obligations), (i) any Loan Party or any Restricted Subsidiary thereof (A) fails to make any payment beyond the applicable grace period if any (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Material Indebtedness, or (B) fails to observe or perform any other agreement or condition relating to any such Material Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such Guarantee to become payable or cash collateral in respect thereof to be demanded; provided that this paragraph (f) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness; or (ii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which a Loan Party or any Restricted Subsidiary thereof is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which a Loan Party or any Restricted Subsidiary thereof is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by such Loan Party or such Restricted Subsidiary as a result thereof is greater than \$20.0 million; or

(g) [Reserved].

(h) [Reserved].

(i) Judgments. So long as the enforcement of remedies is not subject to the automatic stay as a result of the Chapter 11 Cases, there is entered against any Loan Party or any Material Subsidiary and remains unpaid one or more final judgments or orders for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding \$20.0 million (to the extent not covered by independent third-party insurance as to which the insurer is rated at least “A” by A.M. Best Company, has been notified of the potential claim and does not dispute coverage) and (i) enforcement proceedings are commenced by any creditor upon such judgment or order, or (ii) there is a period of 30 consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(j) ERISA. An ERISA Event occurs or any substantially similar event occurs with respect to a Foreign Plan (that would have been an ERISA Event had the Foreign Plan been subject to ERISA and that gives rise to liability under analogous foreign law) which, together with all other ERISA Events (or such substantially similar events with respect to Foreign Plans) that have occurred, has resulted or could reasonably be expected to result in a Material Adverse Effect; or

(k) Invalidity of Loan Documents. Any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect against Holdings,

the Borrower or any Material Subsidiary; or any Loan Party contests in any manner the validity or enforceability of any provision of any Loan Document; or any Loan Party denies that it has any or further liability or obligation under any provision of any Loan Document (other than as a result of repayment in full of the Obligations), or purports to revoke, terminate or rescind any provision of any Loan Document; or seeks to avoid, limit or otherwise adversely affect any Lien purported to be created under any Collateral Document; or

(l) [Reserved]; or

(m) Collateral Documents. Any Collateral Document after delivery thereof pursuant to Article IV, Section 6.12, or Section 6.13 shall for any reason (other than pursuant to the terms thereof) cease (or shall be asserted by any Loan Party or, in the reasonable discretion of the Administrative Agent, any other Person not) to create a valid and perfected First Priority Lien or Second Priority Lien, as applicable (subject to Liens permitted by Section 7.01 and the Financing Orders), on the Collateral purported to be covered thereby, either with an aggregate fair market value for such Collateral of (A) \$10.0 million or more, in the case of Term Priority Collateral, or (B) \$5.0 million or more, in the case of ABL Priority DIP Collateral, for any reason other than the failure of Collateral Agent to maintain control over any Collateral in its possession.

(n) Bankruptcy Matters.

(i) The entry of an order dismissing any of the Chapter 11 Cases or converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, or the Borrower or any Guarantor files a motion or other pleading seeking entry of such an order or supports or fails to promptly oppose such dismissal or conversion; or

(ii) a trustee, responsible officer or an examiner having expanded powers under Bankruptcy Code section 1104 (other than (x) a fee examiner or (y) for purposes of an investigation pursuant to Sections 1106(a)(3) and (4) of the Bankruptcy Code) is appointed or elected in the Chapter 11 Cases, any Loan Party applies for, consents to, supports, acquiesces in or fails to promptly oppose, any such appointment, or the Bankruptcy Court shall have entered an order providing for such appointment, in each case without the prior written consent of the Required Lenders in their reasonable discretion; or

(iii) the entry of an order (1) staying, reversing or vacating the Interim Financing Order or the Final Financing Order (as applicable) or (2) modifying or amending the Interim Financing Order (after the initial entry thereof) or Final Financing Order, as applicable, in a manner adverse in any respect to the Credit Parties, other than in the case of clause (2) in form and substance satisfactory to the Required Lenders in their reasonable discretion, or any Loan Party files an application, motion or other pleading seeking entry of such an order or supports or fails to promptly oppose entry of such an order, in each case without the prior written consent of the Administrative Agent in its reasonable discretion; or

(iv) the entry of an order in any of the Chapter 11 Cases denying or terminating use of cash collateral by any of the Loan Parties and the Chapter 11 Debtors have not obtained use of cash collateral (consensually or non-consensually);

(v) the entry of an order in any of the Chapter 11 Cases granting relief from any stay or proceeding (including, without limitation, the automatic stay) so as to allow any third party to proceed with foreclosure (or the granting of a deed in lieu of foreclosure or the like) against any assets of the Loan Parties with a value in excess of \$1,000,000 in the aggregate;

(vi) subject to the terms of the financing orders, the entry of a final non-appealable order in the Chapter 11 Cases charging any of the Collateral under Section 506(c) of the Bankruptcy Code against the Lenders or the commencement of other actions by the Loan Parties that challenges the rights and remedies of any of the Agents or the Lenders under the ABL DIP Facility in any of the Chapter 11 Cases or inconsistent with the Loan Documents;

(vii) without the prior written consent of the Administrative Agent, any Loan Party shall file a motion seeking or take any action supporting a motion seeking, or the Bankruptcy Court shall enter an order in any of the Chapter 11 Cases authorizing (x) financing under Section 364 of the Bankruptcy Code (other than the DIP Facilities) or (y) the sale of all or substantially all of the Loan Parties' assets (unless such order contemplates payment in full in cash of the Obligations), except, for the avoidance of doubt, the DIP Term Facility; or

(viii) the filing or support of any pleading by any Loan Party (or any direct or indirect parent thereof) seeking, or otherwise consenting to, any of the matters set forth in clauses (i) through (vii) above, unless such filing or any pleading is in connection with the enforcement of the Loan Documents against the Administrative Agent or the Lenders;

(o) the making of any material payments in respect of prepetition obligations other than (i) to the extent permitted by an Approved Bankruptcy Court Order (and not otherwise prohibited by this Agreement or any other Approved Bankruptcy Court Order then in effect), or (ii) as otherwise agreed to in writing by the Administrative Agent;

(p) the entry of the Final Financing Order shall not have occurred within 45 days after the Petition Date;

(q) an order of the Bankruptcy Court granting, other than in respect of the DIP Facilities (subject, in the case of the DIP Term Facility, to the priority set forth in the Financing Orders) and the Carve Out or as otherwise permitted under the applicable Loan Documents, any claim entitled to superpriority administrative expense claim status in the Chapter 11 Cases pari passu with or senior to the claims of the Agents and the Lenders under the ABL DIP Facility, or the filing by any Loan Party of a motion or application seeking entry of such an order;

(r) other than with respect to the Carve Out, the Permitted Prior Liens, the Other Prior Perfected Liens and the liens provided for in the DIP Facilities (subject, in the case of the DIP Term Facility, to the priority set forth in the Financing Orders), the Loan Parties shall create or incur, or the Bankruptcy Court enters an order granting, any claim on Collateral which is pari passu with or senior to any liens under the Prepetition Facilities, the adequate protection liens and adequate protection obligations granted under the Financing Orders in contravention of the lien priorities specified in Section 5.1;

(s) noncompliance by any Loan Party or any of its Subsidiaries with the terms of the Interim Financing Order or, after entry thereof, the Final Financing Order in any material respect;

(t) the Loan Parties or any of their Subsidiaries (or any direct or indirect parent of any Loan Party) or any person claiming by or through any of the foregoing, shall obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against any Agent or any of the Lenders regarding the ABL DIP Facility, unless such suit or other proceeding is in connection with the enforcement of the Loan Documents against any of the Agents or Lenders; or

(u) (i) a plan of reorganization shall be confirmed in any of the Chapter 11 Cases that is not an Acceptable Plan of Reorganization, any order which approves a 363 sale, or any order shall be entered which dismisses any of the Chapter 11 Cases and which order (x) does not provide for termination of the unused commitments under the ABL DIP Facility and payment in full in cash of the Loan Parties' obligations under the ABL DIP Facility, (y) does not provide for release provisions relating to the Agents and the Lenders that are satisfactory to the Agents and the Required Lenders in their reasonable discretion and (z) is not otherwise reasonably satisfactory to the Required Lenders in their reasonable discretion, or (ii) any of the Loan Parties or any of their subsidiaries (or any of their direct or indirect parents), shall file, propose, support, or fail to promptly contest in good faith the filing or confirmation of such a plan or the entry of such an order.

8.02 Remedies upon Event of Default. Subject to the terms of the Financing Orders, if any Event of Default occurs and is continuing, the Administrative Agent may (and at the request of, or with the consent of, the Required Lenders, shall) take any or all of the following actions:

(a) declare the commitment of each Lender to make Loans and any obligation of each L/C Issuer to make L/C Credit Extensions to be terminated, whereupon such commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Loan Parties;

(c) whether or not the maturity of the Obligations shall have been accelerated pursuant hereto, proceed to protect, enforce and exercise all rights and remedies under this Agreement, any of the other Loan Documents or applicable Law, including, but not limited to, by suit in equity, action at law or other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Agreement and the other Loan Documents or any instrument pursuant to which the Obligations are evidenced, and, if such amount shall have become due, by declaration or otherwise, proceed to enforce the payment thereof or any other legal or equitable right of the Credit Parties; and

(d) require that the Loan Parties provide Letter of Credit Cash Collateralization in accordance with Section 2.03(n);

provided, however, in the case of the enforcement of rights against the Collateral pursuant to clauses (b) through (d) above, (i) the Administrative Agent, acting at the request of the Required Lenders, shall provide counsel to the Loan Parties, counsel to the Official Committee (if any), and the Office of the United States Trustee with five (5) Business Days' prior written notice consistent with the Financing Orders (such period, the "**Remedies Notice Period**"), and (ii) during the Remedies Notice Period, the applicable Agent shall refrain from exercising its rights and remedies and the Loan Parties and/or any Official Committee shall be permitted to request an emergency hearing before the Bankruptcy Court (which request must be made prior to the conclusion of the Remedies Notice Period and shall seek consideration of such request on an expedited basis); provided, further, that during the Remedies Notice Period, the Loan Parties shall be permitted to use cash collateral as provided in the Financing Orders;

provided, further that, other than in connection with the Chapter 11 Cases, upon the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States, the obligation of each Lender to make Loans and any obligation of the L/C Issuers to make L/C Credit Extensions shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, and the obligation

of the Loan Parties to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, in each case without further act of the Administrative Agent or any Lender.

8.03 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to Section 8.02), or after the commencement of any Liquidation, subject to the terms of the Intercreditor Agreement and the Financing Orders, any amounts received on account of the Obligations shall be applied (by the Administrative Agent as hereby instructed so to apply) in the following order:

First, to payment in full of that portion of the Obligations constituting fees, indemnities, Credit Party Expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and the Collateral Agent and amounts payable under Article III) payable to the Administrative Agent and the Collateral Agent, each in its capacity as such;

Second, to payment in full of that portion of the Obligations constituting indemnities, Credit Party Expenses, and other amounts (other than principal, interest and fees) payable to the Lenders and the L/C Issuers (including fees, charges and disbursements of counsel to the respective Lenders and the L/C Issuers and amounts payable under Article III), ratably among them in proportion to the amounts described in this clause Second payable to them in their capacities as such;

Third, to payment in full to the Swing Line Lender of that portion of the Obligations constituting accrued and unpaid interest on the Swing Line Loans;

Fourth, to payment in full of that portion of the Obligations constituting accrued and unpaid interest on the Loans, Letter of Credit Disbursements and other Obligations, and fees (including Letter of Credit Fees), ratably among the Lenders and the L/C Issuers in proportion to the respective amounts described in this clause Fourth payable to them in their capacities as such;

Fifth, to payment in full to the Swing Line Lender of that portion of the Obligations constituting unpaid principal of the Swing Line Loans;

Sixth, to payment in full of that portion of the Obligations constituting unpaid principal of the Loans and Letter of Credit Disbursements, ratably among the Lenders and the L/C Issuers in proportion to the respective amounts described in this clause Sixth held by them in their capacities as such;

Seventh, to the Administrative Agent for the account of the L/C Issuers, to Cash Collateralize in full that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit;

Eighth, [reserved];

Ninth, to payment in full of all other Obligations, ratably among the Credit Parties in proportion to the respective amounts described in this clause Ninth held by them; and

Last, the balance, if any, after all of the Obligations have been paid in full, to the applicable Loan Parties or as otherwise required by Law.

Subject to Section 2.03, amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause Seventh above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have

either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above.

Notwithstanding the foregoing, amounts received from the Borrower or any Guarantor that is not an “eligible contract participant” under the Commodity Exchange Act and the regulations promulgated thereunder shall not be applied to the Obligations that are Excluded Swap Obligations (it being understood, that in the event that any amount is applied to Obligations other than Excluded Swap Obligations as a result of this sentence, the Administrative Agent shall, to the extent permitted by law, make such adjustments as it determines are appropriate to distributions pursuant to clause Ninth above from amounts received from “eligible contract participants” under the Commodity Exchange Act and the regulations promulgated thereunder to ensure, as nearly as possible, that the proportional aggregate recoveries with respect to Obligations described in clause Ninth above by the holders of any Excluded Swap Obligations are the same as the proportional aggregate recoveries with respect to other Obligations pursuant to clause Ninth above).

ARTICLE IX ADMINISTRATIVE AGENT

9.01 Appointment and Authority.

(a) Each of the Lenders and each L/C Issuer hereby irrevocably appoints Eclipse to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders and the L/C Issuers, and neither the Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions.

(b) The Administrative Agent shall also act as the Collateral Agent under the Loan Documents, and each of the Lenders (in its capacities as a Lender), Swing Line Lender (if applicable) and each L/C Issuer hereby irrevocably appoints and authorizes the Collateral Agent to act as the agent of such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Collateral Agent and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Agent pursuant to Section 9.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Agents, shall be entitled to the benefits of all provisions of this Article IX and Article XI (including Section 11.04(c), as though such co-agents, sub-agents and attorneys-in-fact were the Collateral Agent under the Loan Documents) as if set forth in full herein with respect thereto.

(c) Each of the Lenders, for itself and on behalf of any of its Affiliates, and each L/C Issuer hereby irrevocably appoints Eclipse, in its capacity as Administrative Agent and Collateral Agent and to take such actions on its behalf and to exercise such powers as are delegated to Eclipse, in its capacity as Administrative Agent and Collateral Agent, by the terms hereof and as set forth in the Financing Orders, together with such actions and powers as are reasonably incidental thereto.

9.02 Rights as a Lender. The Person serving as the Administrative Agent and Collateral Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent or the Collateral Agent and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent and Collateral Agent hereunder in its individual

capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent or the Collateral Agent hereunder and without any duty to account therefor to the Lenders.

9.03 Exculpatory Provisions. The Agents shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Agents:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent or Collateral Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent and the Collateral Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent or the Collateral Agent to liability or that is contrary to any Loan Document or applicable Law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or the Collateral Agent or any of its Affiliates in any capacity.

The Agents shall not be liable for any action taken or not taken by them (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Agents shall believe in good faith shall be necessary, under the circumstances as provided in Sections 11.01 and 8.02) or (ii) in the absence of their own gross negligence or willful misconduct. The Agents shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent by the Borrower, a Lender or any L/C Issuer.

The Agents shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Collateral Documents, (v) the value or the sufficiency of any Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Agents.

9.04 Reliance by Agents. The Agents shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by them to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Agents also may rely upon any statement made to them orally or by telephone and believed by them to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter

of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the L/C Issuers, the Administrative Agent may presume that such condition is satisfactory to such Lender or such L/C Issuer unless the Administrative Agent shall have received notice to the contrary from such Lender or such L/C Issuer prior to the making of such Loan or the issuance of such Letter of Credit. The Agents may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by them, and shall not be liable for any action taken or not taken by them in accordance with the advice of any such counsel, accountants or experts.

9.05 Delegation of Duties. The Agents may perform in any and all of their duties and exercise their rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent or the Collateral Agent, as applicable. The Agents and any such sub-agent may perform any and all of their duties and exercise their rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Agents and any such sub-agent, and shall apply to their respective activities as Administrative Agent or Collateral Agent.

9.06 Resignation of Agents. The Agents may at any time give notice of its resignation to the Lenders, the L/C Issuers and the Borrower, including the effective date of such resignation which may be not less than 30 days from the date of such notice. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, with the consent of the Borrower at all times other than during the existence of an Event of Default (which consent shall not be unreasonably withheld or delayed), to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agents give notice of their resignation, then the retiring Agents may on behalf of the Lenders and the L/C Issuers, appoint a successor Administrative Agent and Collateral Agent meeting the qualifications set forth above; provided that if the Agents shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (a) the retiring Agents shall be discharged from their duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Collateral Agent on behalf of the Lenders or the L/C Issuers under any of the Loan Documents, the retiring Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed) and (b) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and each L/C Issuer directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section 9.06. Upon the acceptance of a successor's appointment as Administrative Agent and Collateral Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent and Collateral Agent, and the retiring Administrative Agent and Collateral Agent shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section 9.06). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's or Collateral Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article IX and Section 11.04 shall continue in effect for the benefit of such retiring Administrative Agent and Collateral Agent, their respective sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent and Collateral Agent was acting as Administrative Agent and Collateral Agent.

9.07 Non-Reliance on Agents and Other Lenders. Each Lender and each L/C Issuer acknowledges that it has, independently and without reliance upon the Agents, the Arranger or any other Lender or any of their Related Parties and based on such documents and information as it has deemed

appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and each L/C Issuer also acknowledges that it will, independently and without reliance upon the Agents, the Arranger or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder. Except as provided in Section 9.12, the Agents and the Arranger shall not have any duty or responsibility to provide any Lender with any other credit or other information concerning the affairs, financial condition or business of any Loan Party that may come into the possession of the Agents and the Arranger.

9.08 No Other Duties, Etc. Anything herein to the contrary notwithstanding, no Arranger listed on the cover page hereof shall (i) have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, the Collateral Agent, a Lender or any L/C Issuer hereunder or (ii) any fiduciary relationship with the Lenders, the Borrower or any other Person pursuant to the Loan Documents.

9.09 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the L/C Issuers and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the L/C Issuers and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders, the L/C Issuers and the Administrative Agent under Sections 2.07, and 11.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and each L/C Issuer to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders and the L/C Issuers, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.07 and 11.04.

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

9.10 Collateral and Guaranty Matters. The Lenders and the L/C Issuers irrevocably authorize the Agents, at their option and in their discretion,

(a) to release any Lien on any property granted to or held by the Collateral Agent under any Loan Document (i) upon termination of the Aggregate Commitments and payment in full of all Obligations (other than contingent indemnification obligations for which no claim has then been asserted) and the expiration or termination of all Letters of Credit, (ii) that is sold or to be sold as part of or in connection with any sale permitted hereunder or under any other Loan Document to a Person that is not a Loan Party, or (iii) if approved, authorized or ratified in writing in accordance with Section 11.01;

(b) to release any Guarantor from its obligations hereunder if such Person ceases to be a Restricted Subsidiary as a result of a transaction permitted hereunder; and

(c) to subordinate any Lien on any property granted to or held by the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 7.01(i).

Upon request by the Agents at any time, the Required Lenders will confirm in writing the Agents' authority to release or subordinate their interest in particular types or items of property, or to release any Guarantor from its obligations hereunder pursuant to this Section 9.10. In each case as specified in this Section 9.10, the Administrative Agent or the Collateral Agent, as applicable, will, at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Collateral Documents or to subordinate its interest in such item, or to release such Guarantor from its obligations hereunder, in each case in accordance with the terms of the Loan Documents and this Section 9.10.

9.11 Notice of Transfer. The Agents may deem and treat a Lender party to this Agreement as the owner of such Lender's portion of the Obligations for all purposes, unless and until, and except to the extent, an Assignment and Assumption shall have become effective as set forth in Section 11.06.

9.12 Reports and Financial Statements. By signing this Agreement, each Lender:

(a) [reserved];

(b) is deemed to have requested that the Administrative Agent furnish such Lender, promptly after they become available, copies of all Borrowing Base Calculations, financial statements required to be delivered by the Borrower hereunder and all collateral field examinations and appraisals of the Collateral received by the Agents (collectively, the "**Reports**"), and the Administrative Agent further agrees to deliver other information delivered pursuant to Section 6.02 upon the reasonable request of such Lender;

(c) expressly agrees and acknowledges that the Agents (i) make no representation or warranty as to the accuracy of the Reports, and (ii) shall not be liable for any information contained in any Report;

(d) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that the Agents or any other party performing any audit or examination will inspect only specific information regarding the Loan Parties and will rely significantly upon the Loan Parties' books and records, as well as on representations of the Loan Parties' personnel;

(e) agrees to keep all Reports confidential in accordance with the provisions of Section 11.07, or use any Report in any other manner; and

(f) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold the Agents and any such other Lender preparing a Report harmless from any action the indemnifying Lender may take or conclusion the indemnifying Lender may reach or draw from any Report in connection with any Credit Extensions that the indemnifying Lender has made or may make to the Borrower, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a Loan or Loans of the Borrower; and (ii) to pay and protect, and indemnify, defend, and hold the Agents and any such other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including attorney costs) incurred by the Agents and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

9.13 Agency for Perfection. Each Lender hereby appoints each other Lender as agent for the purpose of perfecting Liens for the benefit of the Agents and the Lenders, in assets which, in accordance with Article 9 of the UCC or any other applicable Law can be perfected only by possession. Should any Lender (other than the Agents) obtain possession of any such Collateral, such Lender shall notify the Agents thereof, and, promptly upon the Collateral Agent's request therefor shall deliver such Collateral to the Collateral Agent or otherwise deal with such Collateral in accordance with the Collateral Agent's instructions.

9.14 Indemnification of Agents. The Lenders agree to indemnify the Agents (to the extent not reimbursed by the Loan Parties and without limiting the obligations of Loan Parties hereunder), ratably according to their respective Applicable Percentages, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against any Agent in any way relating to or arising out of this Agreement or any other Loan Document or any action taken or omitted to be taken by any Agent in connection therewith; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from such Agent's gross negligence or willful misconduct as determined by a final and nonappealable judgment of a court of competent jurisdiction.

9.15 Withholding Tax. To the extent required by any applicable law, the Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. If the Internal Revenue Service or any other authority of the United States or other jurisdiction asserts a claim that the Agent did not properly withhold Tax from amounts paid to or for the account of any Lender for any reason (including, without limitation, because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Agent of a change in circumstance that rendered the exemption from, or reduction of withholding Tax ineffective), such Lender shall indemnify and hold harmless the Agent (to the extent that the Agent has not already been reimbursed by the Borrower and without limiting the obligation of the Borrower to do so) for all amounts paid, directly or indirectly, by the Agent as Tax or otherwise, including any interest, additions to Tax or penalties thereto, together with all expenses incurred, including legal expenses and any other out-of-pocket expenses, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error.

9.16 Relation Among Lenders. The Lenders are not partners or co-venturers, and no Lender shall be liable for the acts or omissions of, or (except as otherwise set forth herein in case of the Agents) authorized to act for, any other Lender.

9.17 Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of the Plan Asset Regulations or otherwise) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Commitments,

(ii) the prohibited transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable so as to exempt from the prohibitions of ERISA Section 406 and Code Section 4975 such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement and the conditions for exemptive relief thereunder are and will continue to be satisfied in connection therewith,

(iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that none of the Administrative Agent or its Affiliates is a fiduciary with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto).

(c) The Administrative Agent hereby informs the Lenders that each such Person is not undertaking to provide investment advice or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments

with respect to the Loans, the Letters of Credit, the Commitments, this Agreement and any other Loan Documents, (ii) may recognize a gain if it extended the Loans, the Letters of Credit or the Commitments for an amount less than the amount being paid for an interest in the Loans, the Letters of Credit or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

9.18 Erroneous Payments.

(a) Each Lender and L/C Issuer hereby agrees that (x) if the Administrative Agent notifies such Lender or L/C Issuer that the Administrative Agent has determined in its sole discretion that any funds received by such Lender or L/C Issuer from the Administrative Agent or any of its Affiliates (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a "**Payment**") were erroneously transmitted to such Lender or L/C Issuer (whether or not known to such Lender or L/C Issuer), and demands the return of such Payment (or a portion thereof), such Lender or L/C Issuer shall promptly, but in no event later than one (1) Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender or L/C Issuer to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect, and (y) to the extent permitted by applicable law, such Lender or L/C Issuer shall not assert, and hereby waives, as to the Administrative Agent, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Payments received, including without limitation any defense based on "discharge for value" or any similar doctrine. A notice of the Administrative Agent to any Lender or L/C Issuer under this Section 9.18(a) shall be conclusive, absent manifest error.

(b) Each Lender and L/C Issuer hereby further agrees that if it receives a Payment from the Administrative Agent or any of its Affiliates (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Payment (a "**Payment Notice**") or (y) that was not preceded or accompanied by a Payment Notice, it shall be on notice, in each such case, that an error has been made with respect to such Payment. Each Lender and L/C Issuer agrees that, in each such case, or if it otherwise becomes aware a Payment (or portion thereof) may have been sent in error, such Lender or L/C Issuer shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one (1) Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender or L/C Issuer to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(c) The Borrower and each other Loan Party hereby agrees that (x) in the event an erroneous Payment (or portion thereof) are not recovered from any Lender or L/C Issuer that has received such Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Lender or L/C Issuer with respect to such amount and (y) an erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Loan

Party, except, in each case, to the extent such erroneous Payment (or any portion thereof) is, and solely with respect to the amount of such erroneous Payment that is comprised of funds of a Loan Party. Notwithstanding anything to the contrary herein or in any other Loan Document, the provisions of this Section 9.18 relating to Payments (including the preceding two paragraphs and this paragraph) shall not constitute, create or otherwise alter the Obligations on the part of the Loan Parties under the Loan Documents or otherwise.

(d) Each party's obligations under this Section 9.18 shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender or L/C Issuer, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations under any Loan Document.

9.19 Intercreditor Agreement. The parties hereto acknowledge and agree that: (a) in accordance with the Interim Financing Order and any other order of the Bankruptcy Court, the each Agent shall be subject to the terms of the Intercreditor Agreement as if each Agent was a party thereto as an "ABL Agent" (as defined in the Intercreditor Agreement) and (b) each Agent, acting in the capacity as an ABL Agent, is authorized to perform and take or refrain from taking any actions, and providing any consents or directions, in connection with the Intercreditor Agreement.

ARTICLE X CONTINUING GUARANTY

10.01 Guaranty. Each Guarantor hereby absolutely and unconditionally guarantees, as a guaranty of payment and performance and not merely as a guaranty of collection, prompt payment when due, whether at stated maturity, by required prepayment, upon acceleration, demand or otherwise, and at all times thereafter, of any and all of the Obligations, whether for principal, interest, premiums, fees, indemnities, damages, costs, expenses or otherwise, of the Borrower to the Credit Parties, arising hereunder and under the other Loan Documents (including all renewals, extensions, amendments, refinancings and other modifications thereof and all costs, attorneys' fees and expenses incurred by the Credit Parties in connection with the collection or enforcement thereof). The Administrative Agent's books and records showing the amount of the Obligations shall be admissible in evidence in any action or proceeding, and shall be binding upon each Guarantor, and conclusive for the purpose of establishing the amount of the Obligations. This Guaranty shall not be affected by the genuineness, validity, regularity or enforceability of the Obligations or any instrument or agreement evidencing any Obligations, or by the existence, validity, enforceability, perfection, non-perfection or extent of any collateral therefor, or by any fact or circumstance relating to the Obligations which might otherwise constitute a defense to the obligations of any Guarantor under this Guaranty, and each Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to any or all of the foregoing.

Each Qualified ECP Guarantor (including the Borrower) hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of each such Loan Party's obligations (a) in respect of Swap Contracts to which it is a party and (b) under this Guaranty in respect of Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 10.01 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 10.01, or otherwise under this Guaranty, as it relates to such other Loan Party, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section shall remain in full force and effect until the termination of this Guaranty in accordance with Section 10.06 hereof. Each Qualified ECP Guarantor intends that this Section 10.01 constitute, and this Section 10.01 shall be deemed to constitute, a

“keepwell, support, or other agreement” for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

10.02 Rights of Lenders. Each Guarantor consents and agrees that the Credit Parties may, at any time and from time to time, without notice or demand, and without affecting the enforceability or continuing effectiveness hereof: (a) amend, extend, renew, compromise, discharge, accelerate or otherwise change the time for payment or the terms of the Obligations or any part thereof; (b) take, hold, exchange, enforce, waive, release, fail to perfect, sell, or otherwise dispose of any security for the payment of this Guaranty or any Obligations; (c) apply such security and direct the order or manner of sale thereof as the Administrative Agent and the Lenders in their sole discretion may determine; and (d) release or substitute one or more of any endorsers or other guarantors of any of the Obligations. Without limiting the generality of the foregoing, each Guarantor consents to the taking of, or failure to take, any action which might in any manner or to any extent vary the risks of such Guarantor under this Guaranty or which, but for this provision, might operate as a discharge of such Guarantor.

10.03 Certain Waivers. Each Guarantor waives (a) any defense arising by reason of any disability or other defense of the Borrower or any other Guarantor, or the cessation from any cause whatsoever (including any act or omission of any Credit Party) of the liability of the Borrower; (b) any defense based on any claim that such Guarantor’s obligations exceed or are more burdensome than those of the Borrower; (c) the benefit of any statute of limitations affecting such Guarantor’s liability hereunder; (d) any right to proceed against the Borrower, proceed against or exhaust any security for the Obligations, or pursue any other remedy in the power of any Credit Party whatsoever; (e) any benefit of and any right to participate in any security now or hereafter held by any Credit Party; and (f) to the fullest extent permitted by law, any and all other defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties. Each Guarantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Obligations, and all notices of acceptance of this Guaranty or of the existence, creation or incurrence of new or additional Obligations. As provided below, this Guaranty shall be governed by, and construed in accordance with, the laws of the State of New York.

10.04 Obligations Independent. The obligations of each Guarantor hereunder are those of primary obligor, and not merely as surety, and are independent of the Obligations and the obligations of any other guarantor, and a separate action may be brought against each Guarantor to enforce this Guaranty whether or not the Borrower or any other person or entity is joined as a party.

10.05 Subrogation. No Guarantor shall exercise any right of subrogation, contribution, indemnity, reimbursement or similar rights with respect to any payments it makes under this Guaranty until all of the Obligations (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement) and any amounts payable under this Guaranty have been paid and performed in full and the Commitments and the Facility are terminated. If any amounts are paid to any Guarantor in violation of the foregoing limitation, then such amounts shall be held in trust for the benefit of the Credit Parties and shall forthwith be paid to the Credit Parties to reduce the amount of the Obligations, whether matured or unmatured.

10.06 Termination; Reinstatement. This Guaranty is a continuing and irrevocable guaranty of all Obligations now or hereafter existing and shall remain in full force and effect until all Obligations and any other amounts payable under this Guaranty are paid in full in cash (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement) and the Commitments and the Facility with respect to the Obligations are terminated. Notwithstanding the foregoing, this Guaranty shall continue in full force and effect or be revived, as the case may be, if any payment by or on

behalf of the Borrower or any Guarantor is made, or any of the Credit Parties exercises its right of setoff, in respect of the Obligations and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by any of the Credit Parties in their discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Laws or otherwise, all as if such payment had not been made or such setoff had not occurred and whether or not the Credit Parties are in possession of or have released this Guaranty and regardless of any prior revocation, rescission, termination or reduction. The obligations of each Guarantor under this paragraph shall survive termination of this Guaranty.

10.07 Subordination. Each Guarantor hereby subordinates the payment of all obligations and indebtedness of the Borrower owing to such Guarantor, whether now existing or hereafter arising, including but not limited to any obligation of the Borrower to any Guarantor as subrogee of the Credit Parties or resulting from such Guarantor's performance under this Guaranty, to the indefeasible payment in full in cash of all Obligations (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement). If the Credit Parties so request, any such obligation or indebtedness of the Borrower to any Guarantor shall be enforced and performance received by such Guarantor as trustee for the Credit Parties and the proceeds thereof shall be paid over to the Credit Parties on account of the Obligations, but without reducing or affecting in any manner the liability of such Guarantor under this Guaranty.

10.08 Stay of Acceleration. If acceleration of the time for payment of any of the Obligations is stayed, in connection with any case commenced by or against any Guarantor or the Borrower under any Debtor Relief Laws, or otherwise, all such amounts shall nonetheless be payable by such Guarantor immediately upon demand by the Credit Parties.

10.09 Condition of Borrower. Each Guarantor acknowledges and agrees that it has the sole responsibility for, and has adequate means of, obtaining from the Borrower and any other guarantor such information concerning the financial condition, business and operations of the Borrower and any such other Guarantor as such Guarantor requires, and that none of the Credit Parties has any duty, and such Guarantor is not relying on the Credit Parties at any time to disclose to such Guarantor any information relating to the business, operations or financial condition of the Borrower or any other Guarantor (such Guarantor waiving any duty on the part of the Credit Parties to disclose such information and any defense relating to the failure to provide the same).

ARTICLE XI MISCELLANEOUS

11.01 Amendments, Etc. Subject to Section 3.02, no amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders and the Borrower or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall:

(a) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02) without the written consent of such Lender (it being understood that the waiver of any mandatory prepayment shall not constitute an extension or increase of any Commitment of any Lender);

(b) postpone any date fixed by this Agreement or any other Loan Document for (i) any payment of principal, interest, fees or other amounts due to the Lenders (or any of them) hereunder or under any of the other Loan Documents without the written consent of each Lender entitled to such payment (it being understood that the waiver of or amendment to the terms of any mandatory prepayment of the Loans shall not constitute a postponement of any date scheduled for the payment of principal or interest, or (ii) any scheduled or mandatory reduction of the Aggregate Commitments hereunder or under any other Loan Document without the written consent of each Lender;

(c) reduce the principal of, or the rate of interest specified herein on, any Loan or Letter of Credit Disbursements, or (subject to clause (iv) of the second proviso to this Section 11.01) any fees or other amounts payable hereunder or under any other Loan Document, without the written consent of each Lender entitled to such amount; provided, however, that only the consent of the Required Lenders shall be necessary to amend the definition of “Default Rate” or to waive any obligation of the Borrower to pay interest or Letter of Credit Fees at the Default Rate; provided further, however, changes to interest rates arising from changes to the definition of Borrowing Base shall be governed by clause (i) below;

(d) change Section 2.13 or Section 8.03 in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender;

(e) change any provision of this Section 11.01 or the definition of “Required Lenders” or “Supermajority Lenders” or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender (other than any Defaulting Lender);

(f) except as expressly permitted hereunder, release, or limit the liability of, any Loan Party without the written consent of each Lender (other than any Defaulting Lender);

(g) except for releases of Collateral in accordance with the provisions of Section 9.10 hereof (in which case, such release may be made by the Administrative Agent acting alone), release all or substantially all of the Collateral from the Liens of the Collateral Documents in any transaction or series of related transactions, without the written consent of each Lender (other than any Defaulting Lender);

(h) increase the Aggregate Commitments without the written consent of each Lender (other than any Defaulting Lender);

(i) change the definition of the term “Borrowing Base” or any component definition thereof if as a result thereof the amounts available to be borrowed by the Borrower would be increased, without the written consent of the Supermajority Lenders, provided that the foregoing shall not limit the discretion of the Administrative Agent to change, establish or eliminate any Reserves without the consent of any Lender;

(j) modify the definition of Permitted Overadvance so as to increase the amount thereof or, except as provided in such definition, the time period for a Permitted Overadvance without the written consent of the Supermajority Lenders;

(k) except as provided in Section 9.10(c), subordinate the Obligations hereunder or the Liens granted hereunder or under the other Loan Documents, to any other Indebtedness or Lien, as the case may be without the written consent of each Lender (other than any Defaulting Lender);

(l) modify this Section 11.01 or Section 8.03 without the written consent of each Lender (other than any Defaulting Lender);

and provided further, that (i) no amendment, waiver or consent shall, unless in writing and signed by the L/C Issuers in addition to the Lenders required above, affect the rights or duties of the L/C Issuers under this Agreement or any Issuer Document relating to any Letter of Credit issued or to be issued by it; (ii) no amendment, waiver or consent shall, unless in writing and signed by the Swing Line Lender in addition to the Lenders required above, affect the rights or duties of the Swing Line Lender under this Agreement; (iii) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document; (iv) no amendment, waiver or consent shall, unless in writing and signed by the Collateral Agent in addition to the Lenders required above, affect the rights or duties of the Collateral Agent under this Agreement or any other Loan Document; and (v) each Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto.

If any Lender does not consent to a proposed amendment, waiver, consent or release with respect to any Loan Document that requires the consent of each Lender or Supermajority Lenders and that has been approved by the Required Lenders, the Borrower may replace such non-consenting Lender in accordance with Section 11.13; provided that such amendment, waiver, consent or release can be effected as a result of the assignment contemplated by such Section (together with all other such assignments required by the Borrower to be made pursuant to this paragraph).

Notwithstanding anything to the contrary contained in this Section 11.01, if the Administrative Agent and the Borrower shall have jointly identified an obvious error (including, but not limited to, an incorrect cross-reference) or any error or omission of a technical or immaterial nature, in each case, in any provision of any Loan Document, then the Administrative Agent and/or the Collateral Agent (acting in their sole discretion) and the Borrower or any other relevant Loan Party shall be permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party to any Loan Document.

11.02 Notices; Effectiveness; Electronic Communications.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to Holdings, the Borrower, any Loan Party, the Administrative Agent, the Collateral Agent, the L/C Issuers or the Swing Line Lender to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 11.02; and

(ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in subsection (b) below shall be effective as provided in such subsection (b).

(b) Electronic Communications. The Administrative Agent and each of its Affiliates is authorized to transmit, post or otherwise make or communicate, in its sole discretion (but shall not be required to do so), by Approved Electronic Communications in connection with this Agreement or any other Loan Document and the transactions contemplated therein. The Administrative Agent is hereby authorized to establish procedures to provide access to and to make available or deliver, or to accept, notices, documents and similar items by posting to ABLSoft. All uses of ABLSoft and other Approved Electronic Communications shall be governed by and subject to, in addition to the terms of this Agreement, the separate terms, conditions and privacy policy posted or referenced in such system (or such terms, conditions and privacy policy as may be updated from time to time, including on such system) and any related contractual obligations executed by the Administrative Agent and Loan Parties in connection with the use of such system. Each of the Loan Parties, the Lenders and the Administrative Agent hereby acknowledges and agrees that the use of ABLSoft and other Approved Electronic Communications is not necessarily secure and that there are risks associated with such use, including risks of interception, disclosure and abuse and each indicates it assumes and accepts such risks by hereby authorizing the Administrative Agent and each of its Affiliates to transmit Approved Electronic Communications. ABLSoft and all Approved Electronic Communications shall be provided “as is” and “as available”. None of the Administrative Agent or any of its Affiliates or related persons warrants the accuracy, adequacy or completeness of ABLSoft or any other electronic platform or electronic transmission and disclaims all liability for errors or omissions therein. No warranty of any kind is made by the Administrative Agent or any of its Affiliates or related persons in connection with ABLSoft or any other electronic platform or electronic transmission, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects. The Borrower and each other Loan Party executing this Agreement agrees that the Administrative Agent has no responsibility for maintaining or providing any equipment, software, services or any testing required in connection with ABLSoft, any Approved Electronic Communication or otherwise required for ABLSoft or any Approved Electronic Communication. Prior to the Closing Date, the Borrower shall deliver to the Administrative Agent a complete and executed client user form regarding the Borrower’s use of ABLSoft. No Approved Electronic Communications shall be denied legal effect merely because it is made electronically. Approved Electronic Communications that are not readily capable of bearing either a signature or a reproduction of a signature may be signed, and shall be deemed signed, by attaching to, or logically associating with such Approved Electronic Communication, an E-Signature, upon which the Administrative Agent and the Loan Parties may rely and assume the authenticity thereof. Each Approved Electronic Communication containing a signature, a reproduction of a signature or an E-Signature shall, for all intents and purposes, have the same effect and weight as a signed paper original. Each E-Signature shall be deemed sufficient to satisfy any requirement for a “signature” and each Approved Electronic Communication shall be deemed sufficient to satisfy any requirement for a “writing”, in each case including pursuant to this Agreement, any other Loan Document, the UCC, the Federal Uniform Electronic Transactions Act, the Electronic Signatures in Global and National Commerce Act and any substantive or procedural law governing such subject matter. Each party or beneficiary hereto agrees not to contest the validity or enforceability of an Approved Electronic Communication or E-Signature under the provisions of any applicable law requiring certain documents to be in writing or signed; provided, that nothing herein shall limit such party's or beneficiary's right to contest whether an Approved Electronic Communication or E-Signature has been altered after transmission.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender’s receipt of an acknowledgement from the intended recipient (such as by the “return receipt requested” function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient

at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE.” THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the “**Agent Parties**”) have any liability to Holdings or any of its Subsidiaries, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower’s or the Administrative Agent’s transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to Holdings or any of its Subsidiaries, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Borrower, any other Loan Party, and the Administrative Agent may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the Borrower, the Administrative Agent, the L/C Issuers and the Swing Line Lender. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the “Private Side Information” or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender’s compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the “Public Side Information” portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities laws.

(e) Reliance by Administrative Agent and Lenders. The Administrative Agent, the Collateral Agent, the L/C Issuers, the Swing Line Lender and the Lenders shall be entitled to rely and act upon any notices (including telephonic Notice of Borrowings) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent, the Collateral Agent, the L/C Issuers, the Swing Line Lender, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

11.03 No Waiver; Cumulative Remedies. No failure by any Lender, any L/C Issuer, the Administrative Agent or the Collateral Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

11.04 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Loan Parties shall pay all Credit Party Expenses within ten (10) Business Days after receipt of an invoice therefor.

(b) Indemnification by the Loan Parties. The Loan Parties shall indemnify the Administrative Agent (and any sub-agent thereof), the Collateral Agent, the Arranger, the joint bookrunning managers, each Lender, each L/C Issuer and each Related Party of any of the foregoing Persons (each such Person being called an “**Indemnatee**”) against, and hold each Indemnatee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the reasonable and documented in reasonable detail fees, charges and disbursements of one counsel to all Indemnitees taken as a whole and, if reasonably necessary, a single local counsel for all Indemnitees taken as a whole in each relevant jurisdiction material to the interests of the Lenders, in each case, selected by the Administrative Agent and solely in the case of an actual conflict of interest between Indemnitees where the Indemnitees affected by such conflict inform the Borrower of such conflict, one additional counsel in each relevant jurisdiction material to the interest of the Lenders to each group of affected Indemnitees taken as a whole) incurred by any Indemnatee or asserted against any Indemnatee by any third party or by the Borrower or any other Loan Party arising out of, in connection with, or as a result of (i) the preparation, execution, delivery or administration of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby or any amendment or waiver with respect hereto or thereto, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by any L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or Release or threat of Release of Hazardous Materials, at, under, on or from any property or facility currently or formerly owned, leased or operated by Holdings or any of its Subsidiaries, or any Environmental Liability related in any way to Holdings or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party, and regardless of whether any Indemnatee is a party thereto; provided that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnatee (y) result from a claim brought by the Borrower or any other Loan Party against an Indemnatee for breach in bad faith of such Indemnatee’s obligations hereunder or under any other Loan Document, if the Borrower or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction, or (z) result from the presence, Release or threat of Release of Hazardous Materials or violations of Environmental Laws first occurring or first existing after completion of the foreclosure upon the Collateral, granting of a deed-in-lieu of foreclosure with respect to the Collateral or similar transfer of title or possession of the Collateral, unless such presence, release or violation is actually caused by any

Loan Party or any Subsidiary thereof. This Section 11.04(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims or damages arising from any non-Tax claim.

(c) Reimbursement by Lenders. To the extent that the Borrower for any reason fails to pay any amount required under subsection (a) or (b) of this Section to be paid by it to the Agents (or any sub-agent thereof), the Swing Line Lender, the L/C Issuers or any Related Party of any of the foregoing, each Lender (other than the Swing Line Lender in its capacity as such) severally agrees to pay to the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender, the L/C Issuers or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender or L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or the Collateral Agent in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.12(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, the Loan Parties shall not assert, and hereby waive, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Payments. All amounts due under this Section shall be payable not later than ten Business Days after receipt of an invoice or demand therefor.

(f) Survival. The agreements in this Section shall survive the resignation of the Agents, the Swing Line Lender and the L/C Issuers, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

11.05 Payments Set Aside. To the extent that any payment by or on behalf of any of the Loan Parties is made to the Administrative Agent, any L/C Issuer or any Lender, or the Administrative Agent, any L/C Issuer or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent, such L/C Issuer or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and each L/C Issuer severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Effective Rate from time to time in effect. The obligations of the Lenders and the L/C Issuers under

clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

11.06 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of Section 11.06(b), (ii) by way of participation in accordance with the provisions of Section 11.06(d), or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 11.06(f) (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the L/C Issuers and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment(s) and the Loans (including for purposes of this Section 11.06(b), participations in L/C Obligations and in Swing Line Loans) at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than \$1.0 million (and in integral multiples of \$1.0 million in excess thereof) and after giving effect thereto, the assigning Lender shall hold a Commitment of at least \$1.0 million, unless, in each case, each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met;

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this

Agreement with respect to the Loans or the Commitment assigned, except that (A) this clause (ii) shall not apply to the Swing Line Lenders' rights and obligations in respect of Swing Line Loans and (B) this clause (ii) shall not limit the right of a Lender to assign all or any portion of its Commitment;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by subsection (b)(i)(B) of this Section and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; and

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of (1) any Commitment if such assignment is to a Person that is not a Lender with a Commitment, an Affiliate of Lender or an Approved Fund with respect to such Lender or (2) any Loan to a Person that is not a Lender, an Affiliate of a Lender or an Approved Fund;

(C) the consent of the L/C Issuers (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Letters of Credit (whether or not then outstanding); and

(D) the consent of the Swing Line Lender (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Swing Line Loans (whether or not then outstanding).

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of \$3,500; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire and any Tax forms required by Section 3.01(g), Section 3.01(h) or Section 3.01(i);

(v) No Assignment to Borrower. No such assignment shall be made to the Borrower or any of the Borrower's Affiliates or Subsidiaries; and

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural person.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of

Sections 3.01, 3.03, and 11.04 with respect to facts and circumstances occurring prior to the effective date of such assignment). Upon request, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 11.06(d).

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal and interest amounts of the Loans (and whether such Loan is a Committed Loan or a Swing Line Loan, as applicable) owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary.

The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "**Participant**") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, including, for avoidance of doubt, any indemnification obligation with respect to the participated interest, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in clauses (a), (b), (c), (f) and (g) in the first proviso to Section 11.01 that affects such Participant. Subject to subsection (e) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Section 3.01 and Section 3.03 (provided such Participant agrees to be subject to the limitations and requirements therein as though it were a Lender (it being understood that the documentation required under Section 3.01(g), Section 3.01(h) and Section 3.01(i) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 11.06(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 11.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.11 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal and interest amount of each Participant's interest in the Loans held by it (the "**Participant Register**"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under the Loan Documents) except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive, absent manifest error, and such Lender shall treat each Person

whose name is recorded in the Participant Register as the owner of such Loan or other obligation hereunder as the owner thereof for all purposes of this Agreement notwithstanding any notice to the contrary.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.03 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant except to the extent that such entitlement to any greater payment results from any Change in Law after the Participant becomes a Participant, or the sale of the participation to such Participant is made with the Borrower's prior written consent.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a FRB or any central bank having jurisdiction over such Lender; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Electronic Execution of Assignments. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(h) Resignation as L/C Issuer or Swing Line Lender After Assignment. Notwithstanding anything to the contrary contained herein, if at any time Eclipse (together with its affiliates) assigns all of its Commitment and Loans pursuant to subsection (b) above, Eclipse may, (i) upon 30 days' notice to the Borrower and the Lenders, resign as L/C Issuer and/or (ii) upon 30 days' notice to the Borrower, resign as Swing Line Lender. In the event of any such resignation as L/C Issuer or Swing Line Lender, the Borrower shall be entitled to appoint from among the Lenders a successor L/C Issuer or Swing Line Lender hereunder; provided, however, that no failure by the Borrower to appoint any such successor shall affect the resignation of Eclipse as L/C Issuer or Swing Line Lender, as the case may be. If Eclipse resigns as L/C Issuer, it shall retain all the rights, powers, privileges and duties of the L/C Issuers hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Lenders to make Base Rate Committed Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.03). If Eclipse resigns as Swing Line Lender, it shall retain all the rights of the Swing Line Lender provided for hereunder with respect to Swing Line Loans made by it and outstanding as of the effective date of such resignation, including the right to require the Lenders to make Base Rate Committed Loans or fund risk participations in outstanding Swing Line Loans pursuant to Section 2.04(c). Upon the appointment of a successor L/C Issuer and/or Swing Line Lender, (A) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer or Swing Line Lender, as the case may be, and (B) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to Eclipse to effectively assume the obligations of Eclipse with respect to such Letters of Credit.

11.07 Treatment of Certain Information; Confidentiality. Each of the Administrative Agent, the Lenders and the L/C Issuers agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed

to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 11.07, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, or (iii) any funding or financing source of any Lender, (g) with the consent of the Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 11.07 or (ii) becomes available to the Administrative Agent, any Lender, any L/C Issuer or any of their respective Affiliates on a non-confidential basis from a source other than the Borrower.

For purposes of this Section, “**Information**” means all information received from any Loan Party or any Subsidiary thereof relating to any Loan Party or any Subsidiary thereof or their respective businesses, operations, assets and related matters, other than any such information that is available to the Administrative Agent, any Lender or any L/C Issuer on a non-confidential basis prior to disclosure by any Loan Party or any Subsidiary thereof, provided that, in the case of information received from a Loan Party or any such Subsidiary after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Administrative Agent, the Lenders and the L/C Issuers acknowledges that (A) the Information may include material non-public information concerning Holdings or a Subsidiary, as the case may be, (B) it has developed compliance procedures regarding the use of material non-public information and (C) it will handle such material non-public information in accordance with applicable Law, including Federal and state securities Laws.

11.08 Right of Setoff. Subject to the Financing Orders and the Intercreditor Agreement, if an Event of Default shall have occurred and be continuing, each Credit Party and each of its respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to setoff and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Credit Party or any such Affiliate to or for the credit or the account of the Borrower or any other Loan Party against any and all of the obligations of the Borrower or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Credit Party, irrespective of whether or not such Credit Party shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Credit Party different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each Credit Party and their respective Affiliates under this Section 11.08 are in addition to other rights and remedies (including other rights of setoff) that such Credit Party or their respective Affiliates may have. Each Credit Party agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

11.09 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum

rate of non-usurious interest permitted by applicable Law (the “**Maximum Rate**”). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

11.10 Counterparts; Integration; Effectiveness.

(a) This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) Delivery of an executed counterpart of a signature page of (x) this Agreement, (y) any other Loan Document and/or (z) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 11.02), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an “Ancillary Document”) that is an Electronic Signature transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Loan Document or such Ancillary Document, as applicable. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement, any other Loan Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Borrower or any other Loan Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, the Borrower and each Loan Party hereby (A) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders, the Borrower and the Loan Parties, Electronic Signatures transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (B) the Administrative

Agent and each of the Lenders may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (C) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (D) waives any claim against the Administrative Agent, any Lender, any L/C Issuer and any Related Party of any of the foregoing Persons for any losses, claims, damages, liabilities and related expenses arising solely from the Administrative Agent's and/or any Lender's reliance on or use of Electronic Signatures and/or transmissions by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any losses, claims, damages, liabilities and related expenses arising as a result of the failure of the Borrower and/or any Loan Party to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

11.11 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Obligation (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement) shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

11.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11.13 Replacement of Lenders. (a) If any Lender requests compensation under Section 3.03, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or (b) if any Lender is a Defaulting Lender, or (c) if in connection with a proposed amendment, modification, waiver, or consent with respect to any of the provisions hereof as contemplated by Section 11.01, the consent of the Required Lenders shall have been obtained but the consent of one or more of such other Lenders whose consent is required shall not have been obtained, or (d) if any other circumstance exists hereunder that gives the Borrower the right to replace a Lender as a party hereto, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 11.06), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(a) the Borrower shall have paid to the Administrative Agent the assignment fee specified in Section 11.06(b);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and Letter of Credit Exposure, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.03 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter; and

(d) such assignment does not conflict with applicable Laws.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

11.14 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE, REGARDLESS OF LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

(b) SUBMISSION TO JURISDICTION. EACH LOAN PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT AND, SOLELY TO THE EXTENT THAT THE BANKRUPTCY COURT DOES NOT HAVE, OR ABSTAINS FROM, JURISDICTION OVER ANY MATTER, ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN BOROUGH OF MANHATTAN, IN THE CITY OF NEW YORK (OR ANY APPELLATE COURT THEREFROM) IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN THE BANKRUPTCY COURT OR SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY CREDIT PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH OF THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT

REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

11.15 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

11.16 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower and Holdings each acknowledge and agree, and acknowledge their respective Affiliates' understanding, that: (a) the arranging and other services regarding this Agreement provided by the Administrative Agent, the Arranger and the Lenders are arm's-length commercial transactions between the Borrower, Holdings and their respective Affiliates, on the one hand, and the Administrative Agent, the Arranger and the Lenders, on the other hand, (b) each of the Borrower and Holdings and each other Loan Party has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (c) the Borrower and Holdings and each other Loan Party is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (d) the Administrative Agent, each Arranger and each Lender each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower, Holdings or any of their respective Affiliates, or any other Person and (e) neither the Administrative Agent nor the Arranger or any Lender has any obligation to the Borrower, Holdings or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (f) the Administrative Agent, the Arranger and the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, Holdings and their respective Affiliates, and neither the Administrative Agent nor the Arranger or the Lenders have any obligation to disclose any of such interests to the Borrower, Holdings and their respective Affiliates. To the fullest extent permitted by law, each of the Borrower and Holdings hereby waives and releases any claims that it may have against the Administrative Agent, the Arranger and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

11.17 USA PATRIOT Act Notice. Each Lender that is subject to the USA PATRIOT Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record

information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the USA PATRIOT Act. No part of the proceeds of the Loans will be used by the Loan Parties, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

11.18 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

11.19 Attachments. The exhibits, schedules and annexes attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

11.20 Intercreditor Agreement; Financing Orders. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement or the other Loan Documents and the exercise of any right or remedy by the Collateral Agent hereunder or under the other Loan Documents are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control. To the extent that any specific provision of this Agreement or any of the other Loan Documents is inconsistent with any of the Financing Orders, the terms of the Financing Orders shall govern and control.

11.21 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

11.22 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Contracts or any other agreement or instrument that is a QFC (such support “**QFC Credit Support**” and each such QFC a “**Supported QFC**”), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the “**U.S. Special Resolution Regimes**”) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a “**Covered Party**”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

BORROWER:

THE CONTAINER STORE, INC.

By: _____

Name:

Title:

HOLDINGS:

THE CONTAINER STORE GROUP, INC.

By: _____

Name:

Title:

SUBSIDIARY GUARANTORS:

TCS GIFT CARD SERVICES, LLC

By: _____

Name:

Title:

C STUDIO MANUFACTURING INC.

By: _____

Name:

Title:

C STUDIO MANUFACTURING LLC

By: _____

Name:

Title:

**ADMINISTRATIVE AGENT AND
COLLATERAL AGENT:
ECLIPSE BUSINESS CAPITAL LLC**

By: _____
Name:
Title:

**LENDER:
ECLIPSE BUSINESS CAPITAL SPV, LLC**

By: _____
Name:
Title:

Schedule 2.01

Commitments

<u>Lender</u>	<u>Commitment</u>	<u>Applicable Percentage</u>
Eclipse Business Capital SPV, LLC	\$140,000,000	100%
TOTAL:	\$140,000,000	100%

Schedule 6.02(c)

The Borrower shall provide the Administrative Agent with the information set forth below at the following times (all in a format provided by, or acceptable to, the Administrative Agent):

<p>Monthly (no later than 25 days after the end of each month); <u>provided</u>, that during an Enhanced Collateral Trigger Event, such items shall be delivered weekly (no later than the 3rd Business Day of each week), or more frequently if the Administrative Agent requests</p> <p>(To be delivered electronically utilizing the Borrowing Base portal in ABLSoft)</p>	<p>(a) A summary and a detailed aging, by total, of the Borrower's Accounts, together with an Account roll-forward and Cash Reconciliation Form with supporting details supplied from sales journals, collection journals, credit registers and any other records, with respect to the Borrower's Accounts and Credit Card Receivables, along with a Client/Customer Master List.</p> <p>(b) A summary aging, by vendor, of each Loan Party's accounts payable (identifying therein any held and/or outstanding checks).</p> <p>(c) A detailed calculation of the Credit Card Receivables of the Borrower that are not eligible for the Borrowing Base.</p> <p>(d) Notice of all claims, offsets, or disputes asserted by Account Debtors with respect to the Borrower's Accounts.</p> <p>(e) An Inventory Detail report with respect to the Borrower's Inventory, including a listing by category and location of Inventory, with backup acceptable to the Administrative Agent.</p> <p>(f) A detailed calculation of Inventory of the Borrower that is not eligible for the Borrowing Base.</p>
<p>Monthly (no later than 25 days after the end of each month)</p> <p>(To be delivered electronically utilizing the Borrowing Base portal in ABLSoft)</p>	<p>(g) A summary and a detailed aging, by total, of the Borrower's Accounts and Credit Card Receivables, together with reconciliation to the weekly Borrowing Base submitted closest to such date and support documentation for any reconciling items noted.</p> <p>(h) A summary aging, by vendor, of each Loan Party's accounts payable and a listing by vendor, of any held and/or outstanding checks.</p> <p>(i) A monthly Account roll-forward with respect to Borrower's Accounts and Credit Card Receivables tied to the beginning and ending Account and Credit Card Receivables balances of the Borrower's month-end accounts receivable aging.</p> <p>(j) A reconciliation of Accounts summary aging and trade accounts payable summary aging to each of (i) the Borrower's general ledger, and (ii) their monthly financial statements including any book reserves related to each category (using the Month End Reconciliation Form).</p> <p>(k) A reconciliation of the Inventory perpetual report with respect to the Borrower's Inventory to each of (i) the Borrower's general ledger, (ii) their monthly financial statements including any book reserves related thereto and (iii) the Borrowing Base submitted closest to such date, together with support documentation for any reconciling items noted (using the Month End Reconciliation Form).</p> <p>(l) A reconciliation of the loan statement provided to the Borrower by the Administrative Agent for such month to each of (i) the Borrower's general</p>

	<p>ledger, (ii) their monthly financial statements and (iii) the Borrowing Base submitted closest to such date, together with support documentation for any reconciling items noted (using the Month End Reconciliation Form).</p> <p>(m) A Borrowing Base Calculation.</p>
<p>Bi-Annually (in January and in July of each calendar year, starting July, 2025)</p>	<p>(n) A detailed list of each Loan Party's vendors, with address and contact information.</p>

Schedule 11.02

Administrative Agent & Collateral Agent's Notice Address:

ECLIPSE BUSINESS CAPITAL LLC,
as Administrative Agent
333 W Wacker Suite 950
Chicago, IL 60606
Attention: Jim Gurgone
Email: jgurgone@eclipsebuscap.com

with a copy to (which shall not constitute notice):

RIEMER & BRAUNSTEIN, LLP
100 Cambridge Street, 22nd Floor
Boston, MA 02114
Attention: Donald Rothman
Email: drothman@riemerlaw.com

Administrative Agent's Account:

Wells Fargo Bank, National Association and its affiliates
Account Name: Eclipse Business Capital SPV, LLC
Account # 4943951905
ABA Routing # 121000248
Reference: Container Store

Loan Parties' Notice Address:

THE CONTAINER STORE, INC.
500 Freeport Parkway
Coppell, TX 75019
Attention: Legal – Tasha Grinnell, Treasury – Maria Thereza Neisler
Email: legalreview@containerstore.com and credit@containerstore.com

with a copy (which shall not constitute notice) to:

LATHAM & WATKINS LLP
355 S Grand Ave
Los Angeles, CA 90071
Attention: Elizabeth Oh; Benjamin Gelfand
Email: elizabeth.oh@lw.com; benjamin.gelfand@lw.com

EXHIBIT B
Exit Facility Term Sheet
(see attached)

Proposed Exit Revolving Facility Terms

Overview of Facility & Pricing	
<u>Borrower:</u>	The Container Store, Inc., a Texas corporation (“Borrower” or the “Company”).
<u>Guarantees:</u>	EBC will receive the corporate guarantee of The Container Store Group, Inc., a Delaware corporation (“Holdings”) and all domestic subsidiaries of the Company (such entities, the “Guarantors” and together with the Borrower, the “Loan Parties”). For the avoidance of doubt, no foreign subsidiaries of the Company shall be guarantors, and such subsidiaries may continue to maintain their own working capital facilities.
<u>Lenders:</u>	Eclipse Business Capital LLC. and its affiliates (“EBC”).
<u>Agent:</u>	EBC
<u>Purpose:</u>	<p>EBC is providing the Company with a senior secured debtor-in-possession revolving credit facility (the “DIP Revolving Facility”), to support Holdings’ restructuring under the Plan of Reorganization (as defined in the Commitment Letter to which this term sheet is attached), the terms of which are outlined in the Transaction Support Agreement (as defined in the Commitment Letter to which this term sheet is attached) (the “TSA” and the transactions contemplated therein, the “Transactions”) in one or more cases (the “Chapter 11 Cases”) to be commenced in the U.S. Bankruptcy Court, Southern District of Texas (the “Bankruptcy Court”).</p> <p>This senior secured exit revolving credit facility (the “Exit Revolving Facility”) will be utilized to (a) refinance or replace the DIP Revolving Facility (as defined in the Commitment Letter to which this term sheet is attached) upon the Loan Parties’ emergence from the Chapter 11 Cases pursuant to the terms of the Plan of Reorganization, (b) pay fees and expenses related to this transaction and the Chapter 11 Cases, (c) satisfy ongoing capital expenditures, and (d) provide for the ongoing working capital needs of the Company and its subsidiaries post-emergence.</p>
<u>Revolving Credit Facility:</u>	<p>An Exit Revolving Facility of up to one hundred forty million dollars (\$140,000,000), based on advance rates of up to:</p> <ul style="list-style-type: none"> (i) Eighty-five percent (85%) against eligible trade accounts receivable (assuming dilution under five percent {5%} of sales), <i>plus</i> (ii) One Hundred percent (100%) against eligible credit card account receivables, <i>plus</i> (iii) One Hundred percent (100%) against the appraised Net Orderly Liquidation Value of all eligible inventory, subject to an inventory sublimit to be determined, <i>less</i> (iv) reserves.

	<p>The Exit Revolving Facility will include a letter of credit (“LOC”) sub-limit of not more than fifteen million dollars (\$15,000,000), with any such LOCs to be arranged by EBC with an institution determined by EBC, in its reasonable discretion, and otherwise subject to the terms and provisions of the Exit Credit Agreement (defined below).</p> <p>Eligibility criteria of accounts receivable and inventory shall be determined as provided in the credit agreement memorializing the DIP Revolving Facility (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “DIP Credit Agreement”), or, if not provided for in the DIP Credit Agreement, such other customary eligibility criteria as are reasonably acceptable to the Borrower and EBC.</p>
<p><u>Term:</u></p>	<p>Closing under the Exit Revolving Facility shall take place upon the occurrence of the “effective date” under the Plan of Reorganization; all obligations under the Exit Revolving Facility shall mature three (3) years from the Exit Closing Date (as defined below) and shall be fully due and payable at such time (or, with respect to the LOCs, cash collateralized, backstopped or otherwise addressed in a manner reasonably acceptable to EBC and the issuing bank).</p>
<p><u>Interest Rates:</u></p>	<p>Loans under the Exit Revolving Facility would be made available at Term SOFR, plus four and one-quarter percent (4.25%), payable monthly.</p> <p>“Term SOFR” means the rate per annum equal to Term SOFR; provided that if Term SOFR as so determined shall ever be less than 2.00%, then Term SOFR shall be 2.00%.</p> <p>“Term SOFR” means the forward-looking term rate based on SOFR, for a tenor of one month, published by the Term SOFR Administrator two business days prior to any day of determination.</p> <p>“SOFR” means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.</p> <p>“SOFR Administrator” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).</p> <p>“Term SOFR Administrator” means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of Term SOFR).</p> <p>All interest rates are on a per annum basis, payable monthly. To the extent cash dominion is in effect and funds are being swept to EBC, Borrower will receive credit for lockbox or controlled account collections two (2) business day after EBC's receipt of good funds. Notwithstanding the foregoing, for availability purposes, collections will be deemed available to Borrower on the same date that they are received by EBC. Interest will</p>

	be calculated based on a year of 360 days for the actual number of days elapsed.
<u>Default Rates:</u>	Default interest at 2.00% above the rate otherwise applicable.
<u>Closing Fee:</u>	A closing fee (“Closing Fee”) of one-quarter of one percent (0.25%) of the commitment amount, which shall be payable at the initial funding of the Exit Revolving Facility and treated as creating original issue discount on the loans for US federal income tax purposes consistent with Treasury Reg. section 1.1273-2(g)(2).
<u>Unused Line Fee:</u>	An unused line fee (“Unused Line Fee”) one-half of one percent (0.50%) of the average unused portion of the maximum commitment amount. The Unused Line Fee shall be payable monthly in arrears, commencing on the first business day of the first month beginning after the Exit Closing Date, the first business day of each month during the term of the Exit Revolving Facility thereafter, and the Maturity Date.
<u>Other Fees:</u>	A collateral monitoring fee (“Collateral Monitoring Fee”) equal to ten thousand dollars (\$10,000) for each month, or part thereof, commencing on the first business day of the first month beginning after the Exit Closing Date and the first business day of each month during the term of the Exit Revolving Facility thereafter.
<u>Prepayment Fee:</u>	<p>To the extent commitments under the Exit Revolving Facility are terminated by the Company, in addition to repaying the outstanding loans, accrued interest and other amounts due thereunder, the Company shall also pay a prepayment fee of:</p> <ul style="list-style-type: none"> • 3% of the aggregate amount of terminated commitments under the Exit Revolving Facility through Year 1. • 2% of the aggregate amount of terminated commitments under the Exit Revolving Facility through Year 2. • 1% of the aggregate amount of terminated commitments under the Exit Revolving Facility through Year 3.
<u>Field Examination Expenses:</u>	During the term of the Exit Revolving Facility, Borrower will be charged for field examination person days at the then existing market-rate as determined by EBC, plus all out-of-pocket expenses.
Security	
<u>Security; Collateral:</u>	The Exit Revolving Facility shall be secured by liens and security interests on all present and after acquired property (whether tangible, intangible, real, personal or mixed) of the Loan Parties, wherever located, which shall be (a) a first priority lien on all such property defined as “ABL Priority Collateral” in the intercreditor agreement to be entered into between EBC and the agent under the exit term loan facility (to be mutually agreed upon, the “ICA”), (b) a second priority lien on all such property defined as “Term Priority Collateral” in the ICA, and (c) subject to certain other standard permitted liens reasonably acceptable to EBC.

<u>Lockbox & Blocked Accounts:</u>	<p>All of Loan Parties' bank accounts will be subject to springing account control agreements satisfactory to EBC, subject to customary exceptions.</p> <p>If either (a) excess availability is less than 15.0% of availability (and before giving effect to any borrowings) or (b) an event of default shall exist (each of the foregoing clause (a) or (b), a "Cash Dominion Spring"), collections shall, at the option of EBC, be swept to an account designated by EBC on a daily basis; during all other times, collections shall be automatically swept to the Loan Parties' operating accounts.</p> <p>For the avoidance of doubt, the Cash Dominion Spring would be the lesser of (a) 15% of availability and (b) 15% of the facility size.</p>
Documentation	
<u>Credit Agreement:</u>	<p>The Exit Revolving Facility shall be governed by a credit agreement customary for secured exit financing revolving credit facilities and having such terms, conditions, representations and warranties, affirmative and negative covenants, events of default, secured creditor remedies, assignment and participation provisions, and other terms as EBC and their counsel may, in their reasonable discretion, require or deem necessary, in accordance with the Documentation Principles (the "Exit Credit Agreement").</p>
<u>Other Documents:</u>	<p>The Exit Revolving Facility documentation will also include guarantees, pledge and security agreements, intellectual property security agreements, promissory notes, instruments, certificates, subordination/intercreditor agreements, third-party collateral location waivers, satisfactory legal opinions of Borrower's independent counsel and such other documentation as EBC and their counsel may, in their reasonable discretion, require or deem necessary (together with the Exit Credit Agreement, collectively, the "Exit Loan Documents"), in each case negotiated in accordance with the Documentation Principles.</p>
<u>Documentation Principles:</u>	<p>The representations and warranties, affirmative and negative covenants, events of default and certain other terms and provisions to be mutually agreed in the Exit Loan Documents shall be generally consistent with the representations and warranties, affirmative and negative covenants, events of default and other agreed provisions as set forth in the DIP Credit Agreement, with changes and modifications to reflect the terms of the Commitment Letter and such other modifications reasonably acceptable to EBC and Borrower, including in respect of (a) modifications to reflect the fact that the DIP Credit Agreement is a debtor-in-possession financing and the Exit Revolving Facility is being provided in respect of an exit financing from the Chapter 11 Cases, (b) to reflect the capital structure of the Loan Parties and the other terms of the restructuring as set forth in the TSA and (c) other customary loan document provisions for financings of this type, in each case to the extent not provided herein to be mutually agreed upon, the definitive terms of which will be negotiated in good faith to finalize the Exit Loan Documents as promptly as reasonably practicable</p>

	(this paragraph being referred to herein, collectively, as the “Documentation Principles”).
<u>Financial Covenants:</u>	The Exit Revolving Facility will have a minimum availability covenant of at least either (i) 10% of the gross availability, or (ii) \$13.0 million (at the Borrower’s option determined prior to the closing of the Exit Revolving Facility).
<u>Other Covenants:</u>	<p>The Exit Credit Agreement will contain covenants limiting or prohibiting Borrower’s ability to take certain actions, including, but not limited to: (i) merge with or acquire other entities; (ii) incur additional indebtedness for borrowed money over some agreed upon amount; (iii) grant liens on its assets subject to certain standard permitted liens; (iv) dispose of collateral outside the ordinary course of business; (v) make loans to or investments in other entities; (vi) allow insurance coverage acceptable to EBC to lapse and (vii) make any cash dividends, stock dividends or stock redemptions. Notwithstanding the foregoing, such covenants (x) shall not restrict the incurrence of any exit financing secured by the Term Priority Collateral (as contemplated by the TSA) and (y) shall be subject to customary exceptions and carveouts to be agreed.</p> <p>The Exit Loan Agreement shall have a change of control covenant to be agreed upon.</p>
<u>Certain Reporting:</u>	<p>The Exit Loan Agreement will provide for certain collateral and financial reporting from Borrower, including, but not limited to: (i) monthly roll-forward reporting on inventory and accounts receivable (if excess availability is less than 17.5% of gross availability Borrower will roll forward weekly); (ii) monthly financial statements; (iii) monthly reconciliation reports as to Borrowing Base collateral matters; (iv) annual projections and (v) annual certified financial statements prepared by an accountant acceptable to EBC within ninety (90) days of each year end. Additionally, EBC will require periodic inventory appraisals and collateral field examinations.</p>
<u>Conditions Precedent:</u>	<p>Consummation of the Exit Credit Facility transactions contemplated by this term sheet, the Commitment Letter and the initial funding under the Exit Credit Agreement shall be subject to the satisfaction or waiver of the following conditions (the date of such satisfaction or waiver and initial funding, the “<u>Exit Closing Date</u>”):</p> <ul style="list-style-type: none"> (i) since the date of the TSA, other than as a result of events resulting from or contributing to the Chapter 11 Cases or such other matters disclosed in writing to EBC prior to the Exit Closing Date, there shall have been no event or occurrence which has resulted in or would reasonably be expected to result in, individually or in the aggregate, any Material Adverse Effect (as defined in the DIP Credit Agreement); (ii) certification that all representations and warranties are true and correct in all material respects as of such date, except to the extent

	<p>such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date);</p> <ul style="list-style-type: none"> (iii) the repayment in full of all obligations under the DIP Credit Agreement in accordance with the terms thereof; it being agreed that the repayment in full of the obligations under the DIP Credit Agreement shall occur substantially contemporaneously with the closing of the Exit Revolving Facility, and the proceeds of the Exit Revolving Facility may be utilized to satisfy this condition; (iv) the exit term loan facility of the Borrower shall have been consummated, and funded or deemed funded substantially concurrently with the initial loans under the Exit Revolving Facility on the Exit Closing Date, on terms and conditions, and pursuant to documentation, consistent with the TSA and otherwise reasonably satisfactory to EBC; (v) reasonably satisfactory review of the Loan Parties' insurance (with certain customary endorsements to be delivered post-closing); (vi) reasonably satisfactory review of the corporate structure, and related corporate charter documents, of the Loan Parties after giving effect to the exit of the Chapter 11 Cases as provided in the Plan of Reorganization and TSA; (vii) payment of any reasonable and documented out-of-pocket costs and expenses relating to the Exit Revolving Facility requiring payment by EBC shall have been fully reimbursed by the Borrower (which reimbursement can be made out of the initial funding) to the extent invoiced in reasonable detail at least three (3) business days prior to the Exit Closing Date; (viii) delivery of a borrowing base certificate prepared as of a date reasonably acceptable to the Agent, and excess availability under the Exit Revolving Facility, after giving effect to the transactions to occur on the Exit Closing Date, shall be greater than an amount to be mutually agreed; (ix) execution and delivery of Exit Loan Agreement and an intercreditor agreement substantially consistent with the Existing Intercreditor Agreement (as such term is defined in the TSA); (x) EBC shall have received customary security documents, subject to the Documentation Principles; <u>provided</u>, that certain third party agreements and foreign-law documents may be delivered on a post-closing basis subject to mutually agreed deadlines; (xi) EBC shall have received evidence that, on or before the Exit Closing Date, all liens, security interests and other encumbrances granted in respect of the Loan Parties (other than with respect to the exit term loan and other permitted liens to be agreed in the Exit Loan Documents) have been terminated and discharged or will be terminated and discharged upon receipt of the repayment in full of the related indebtedness, as the case may be; (xii) Holdings and its subsidiaries shall be solvent after giving effect to the Transactions, the initial funding under the Exit Credit Facility, and the funding under the exit term loan facility, which solvency shall be evidenced by a solvency certificate in form and substance reasonably acceptable to EBC;
--	--

	<p>(xiii) the Bankruptcy Court shall have entered an order, in form and substance reasonably satisfactory to Agent, confirming the Plan of Reorganization (the “Confirmation Order”), and the Confirmation Order shall not have been stayed by the Bankruptcy Court or by any other court having jurisdiction to issue any such stay, it being understood and agreed that (a) the Confirmation Order shall have been entered upon proper notice to all parties to be bound by the Plan of Reorganization, all as may be required by the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and any applicable local bankruptcy rules, and (ii) the Confirmation Order must be in full force and effect;</p> <p>(xiv) the Plan of Reorganization shall have been substantially consummated substantially concurrently with the occurrence of the Exit Closing Date.</p> <p>(xv) the Borrower shall have provided no less than five (5) business days prior to the Exit Closing Date the documentation and other information to EBC that are reasonably requested by EBC no later than ten (10) business days prior to the Exit Closing Date under the applicable “know-your-customer” rules and regulations, including, without limitation, the PATRIOT Act.</p> <p>The Exit Credit Agreement shall also provide conditions precedent for funding of loans and issuance of LOCs after the Exit Closing Date, which shall include: (i) compliance with borrowing base reporting requirements, (ii) certification that all representations and warranties are true and correct in all material respects as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date), (iii) absence of a default or event of default; and (iv) absence of any material adverse effect.</p>
<p><u>Syndication:</u></p>	<p>EBC intends to hold this entire Exit Revolving Facility for its own accounts. No syndication is required.</p>

4186099.5

EXHIBIT C

Form of Joinder

(Consenting Stakeholder)

The undersigned (the “**Joinder Party**”) hereby acknowledges that it has read and understands the Transaction Support Agreement, dated as of December 20, 2024 (the “**Agreement**”)¹ by and among The Container Store Group, Inc. (“**TCS**”), the other Company Parties, the Consenting Stakeholders, and agrees to be bound by the terms and conditions of the Agreement as a Consenting Term Lender and/or a Consenting Stockholder Party, as applicable, and shall be deemed a “**Consenting Stakeholder**” and a “**Party**” under the terms of the Agreement.

The Joinder Party specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained in the Agreement as of the date of this Joinder and any further date specified in the Agreement.

The Joinder Party further agrees and elects to participate in the DIP Term Loan Facility and fund its pro rata share of the DIP Term Loans in an amount allocated below subject to the terms and conditions of the Agreement, the DIP Term Loan Facility Term Sheet, and the DIP Facility Documents.

With respect to any Consenting Stockholder Party, the execution of this Joinder Agreement hereby constitutes such Joinder Party’s agreement with its treatment under the Plan and shall not file an objection to the Plan or support, directly or indirectly, any holder of Existing Equity Interests who objects to the Plan.

This Joinder shall be governed by the governing law set forth in the Agreement.

Date Executed:

[JOINDER PARTY]

Name:

Title:

Address:

E-mail address(es):

<i>Aggregate Amounts Beneficially Owned or Managed on Account of:</i>	
ABL Claims	
Term Loan Claims	
Interests	

<i>DIP Term Loan Facility Pro Rata Allocation:</i>	
DIP Term Loans	

¹ Capitalized terms not used but not otherwise defined in this Joinder shall have the meanings ascribed to such terms in the Agreement.

EXHIBIT D

Form of Transfer Agreement

(Consenting Stakeholder)

The undersigned (the “**Transferee**”) hereby acknowledges that it has read and understands the Transaction Support Agreement, dated as of December 20, 2024 (the “**Agreement**”),¹ by and among The Container Store Group, Inc. (“**TCS**”), the other Company Parties, and the Consenting Stakeholders, including the transferor (each such transferor, a “**Transferor**”) to the Transferee of any Company Claims/Interests (the “**Transfer**”), and agrees to be bound by the terms and conditions of the Agreement to the extent the Transferor was bound, and shall be deemed a “**Consenting Stakeholder**” and a “**Party**” under the terms of the Agreement.

The Transferee specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained in the Agreement as of the date of the Transfer, including the agreement to be bound by the vote of the Transferor if such vote was cast before the effectiveness of the Transfer.

The Transferee further agrees and elects to participate in the DIP Term Loan Facility and fund its pro rata share of the DIP Term Loans in an amount allocated below subject to the terms and conditions of the Agreement, the DIP Term Loan Facility Term Sheet, and the DIP Facility Documents.

This Transfer Agreement shall be governed by the governing law set forth in the Agreement.

Date Executed:

[TRANSFEREE]

Name:

Title:

Address:

E-mail address(es):

<i>Aggregate Amounts Beneficially Owned or Managed on Account of:</i>	
ABL Claims	
Term Loan Claims	
Interests	

<i>DIP Term Loan Facility Pro Rata Allocation:</i>	
DIP Term Loans	

¹ Capitalized terms not used but not otherwise defined in this Transfer Agreement shall have the meanings ascribed to such terms in the Agreement.

EXHIBIT E

Joint Prepackaged Plan

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

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

**PREPACKAGED JOINT PLAN OF REORGANIZATION
OF THE CONTAINER STORE GROUP, INC. AND ITS DEBTOR
AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

THIS CHAPTER 11 PLAN IS BEING SOLICITED FOR ACCEPTANCE OR REJECTION IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND WITHIN THE MEANING OF SECTION 1126 OF THE BANKRUPTCY CODE. THIS CHAPTER 11 PLAN SHALL BE SUBMITTED TO THE BANKRUPTCY COURT FOR APPROVAL FOLLOWING SOLICITATION AND THE DEBTORS FILING FOR CHAPTER 11 BANKRUPTCY. NO CHAPTER 11 CASES HAVE BEEN COMMENCED AT THIS TIME. THIS PREPACKAGED PLAN OF REORGANIZATION, AND THE SOLICITATION MATERIALS ACCOMPANYING THIS PLAN, HAVE NOT BEEN APPROVED BY THE BANKRUPTCY COURT AS CONTAINING “ADEQUATE INFORMATION” WITHIN THE MEANING OF SECTION 1125(a) OF THE BANKRUPTCY CODE. UPON COMMENCEMENT OF THE CHAPTER 11 CASES, THE DEBTORS EXPECT TO SEEK PROMPTLY AN ORDER OF THE BANKRUPTCY COURT (1) APPROVING THE ADEQUACY OF THE DISCLOSURE STATEMENT; (2) APPROVING THE SOLICITATION OF VOTES AS HAVING BEEN IN COMPLIANCE WITH SECTIONS 1125 AND 1126(b) OF THE BANKRUPTCY CODE; AND (3) CONFIRMING THE PLAN PURSUANT TO SECTION 1129 OF THE BANKRUPTCY CODE.

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

HUNTON ANDREWS KURTH LLP

Timothy A. (“Tad”) Davidson II (Texas Bar No. 24012503)

Ashley L. Harper (Texas Bar No. 24065272)

Philip M. Guffy (Texas Bar No. 24113705)

600 Travis Street, Suite 4200

Houston, TX 77002

Telephone: (713) 220-4200

Email: taddavidson@HuntonAK.com

ashleyharper@HuntonAK.com

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**PREPACKAGED JOINT PLAN OF REORGANIZATION OF THE CONTAINER STORE
GROUP, INC. AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE
BANKRUPTCY CODE**

The Container Store Group, Inc. and each of the other debtors and debtors-in-possession in the above-captioned cases (collectively, the “*Debtors*”) propose this Plan (as defined herein) for the treatment and resolution of the outstanding Claims against, and Interests in, the Debtors. Capitalized terms used in this Plan and not otherwise defined have the meanings ascribed to such terms in Article I.A.

Although proposed jointly for administrative purposes, this Plan constitutes a separate Plan for each Debtor for the treatment and resolution of outstanding Claims and Interests therein pursuant to the Bankruptcy Code. The Debtors seek to consummate the Restructuring Transactions on the Effective Date of this Plan. Each Debtor is a proponent of this Plan within the meaning of section 1129 of the Bankruptcy Code. The classifications of Claims and Interests set forth in Article III shall be deemed to apply separately with respect to each Plan proposed by each Debtor, as applicable. This Plan does not contemplate substantive consolidation of any of the Debtors.

Reference is made to the Disclosure Statement for a discussion of the Debtors’ history, businesses, results of operations, historical financial information, projections, and future operations, as well as a summary and analysis of this Plan and certain related matters, including distributions to be made under this Plan. There also are other agreements and documents, which shall be filed with the Bankruptcy Court, that are referenced in this Plan, the Plan Supplement, or the Disclosure Statement as exhibits and schedules. All such exhibits and schedules are incorporated into and are a part of this Plan as if set forth in full herein. Subject to certain restrictions and requirements set forth in 11 U.S.C. § 1127, Fed. R. Bankr. P. 3019, and the terms and conditions set forth in the Transaction Support Agreement and this Plan, the Debtors reserve the right to alter, amend, modify, revoke, or withdraw this Plan before its substantial consummation.

**ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THIS PLAN ARE
ENCOURAGED TO READ THIS PLAN AND THE DISCLOSURE STATEMENT IN THEIR
ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THIS PLAN.**

**Article I.
DEFINED TERMS AND RULES OF INTERPRETATION**

A. *Defined Terms*

The following terms shall have the following meanings when used in capitalized form herein:

1. “*Ad Hoc Group*” means that certain ad hoc group of Holders of Prepetition Term Loan Claims advised by the Ad Hoc Group Advisors, as may be reconstituted from time to time.

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

3. “*Administrative Claim*” means a Claim for costs and expenses of administration under sections 503(b), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) Professional Fee Claims, to the extent Allowed by the Bankruptcy Court; (c) all fees and charges assessed against the Estates under chapter 123 of title 28 United States Code, 28 U.S.C. §§ 1911-1930; (d) Cure Costs; and (e) Restructuring Fees and Expenses, in

accordance with the Transaction Support Agreement or the DIP/Cash Collateral Orders, as applicable; *provided*, that the foregoing clauses (a) through (e) shall not be interpreted as enlarging the scope of sections 503(b), 507(b), or 1114(e)(2) of the Bankruptcy Code. For the purposes of treatment and distributions under the Plan, if the Transaction Support Agreement remains effective, the DIP Claims shall be subject to Article II(B).

4. “**Affiliate**” means, with respect to any Entity, all Entities that would fall within the definition of an “affiliate” as such term is defined in section 101(2) of the Bankruptcy Code. With respect to any Entity that is not a Debtor, the term “Affiliate” shall apply to such Entity as if the Entity were a Debtor.

5. “**Agents**” means, collectively, the Prepetition Agents, the DIP Agents, and the Exit Facility Agents, in each case including any successors thereto.

6. “**Allowed**” means with respect to any Claim or Interest (or any portion thereof): (a) any Claim or Interest as to which no objection to allowance, priority, or secured status, and no request for estimation or other challenge, including pursuant to section 502(d) of the Bankruptcy Code or otherwise, has been interposed (either in the Bankruptcy Court or in the ordinary course of business) on or before any applicable period of limitation under applicable law or such other applicable period of limitation fixed by the Bankruptcy Court; (b) any Claim or Interest as to which the liability of the Debtors and the amount thereof are determined by a Final Order of the Bankruptcy Court or a court of competent jurisdiction other than the Bankruptcy Court, either before or after the Effective Date, including, for the avoidance of doubt, the DIP/Cash Collateral Orders; or (c) any Claim or Interest expressly deemed Allowed by this Plan. Notwithstanding the foregoing: (x) any Claim or Interest that is expressly disallowed pursuant to this Plan shall not be Allowed unless otherwise ordered by the Bankruptcy Court; (y) unless otherwise specified in this Plan, the Allowed amount of Claims shall be subject to and shall not exceed the limitations under or maximum amounts permitted by the Bankruptcy Code, including sections 502 or 503 of the Bankruptcy Code, to the extent applicable; and (z) the Reorganized Debtors shall retain all claims and defenses with respect to Allowed Claims that are reinstated or otherwise Unimpaired pursuant to this Plan. “Allow,” “Allows,” and “Allowing” shall have correlative meanings.

7. “**Assumed Employee Agreements**” means all existing employment agreements between the Debtors and employees of the Debtors as of the Petition Date.

8. “**Avoidance Actions**” means any and all actual or potential avoidance, recovery, subordination, or similar actions or remedies that may be brought by or on behalf of the Debtors or the Estates under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies arising under chapter 5 and section 724(a) of the Bankruptcy Code of the Bankruptcy Code or under similar or related local, state, federal, or foreign statutes and common law, including fraudulent transfer laws, fraudulent conveyance laws, or other similar related laws, in each case whether or not litigation to prosecute such Claim(s) and Cause(s) of Action was commenced prior to the Effective Date.

9. “**Bankruptcy Code**” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time and as applicable to the Chapter 11 Cases.

10. “**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of Texas, Houston Division, or such other court having jurisdiction over the Chapter 11 Cases.

11. “**Bankruptcy Rules**” means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075, as applicable to the Chapter 11 Cases, the Federal Rules of Civil Procedure, as applicable to the Chapter 11

Cases or any proceedings therein, and the general, local, and chambers rules of the Bankruptcy Court, in each case as amended from time to time and as applicable to the Chapter 11 Cases.

12. “**Business Day**” means any day, other than a Saturday, Sunday, or “legal holiday” (as that term is defined in Bankruptcy Rule 9006(a)), on which commercial banks are open for commercial business with the public in New York City, New York.

13. “**Cash**” means the legal tender of the United States of America or the equivalent thereof.

14. “**Cash Collateral**” has the meaning set forth in section 363(a) of the Bankruptcy Code.

15. “**Causes of Action**” means any action, Claim, cross-claim, third-party claim, cause of action, controversy, dispute demand, right, Lien, indemnity, contribution, interest, guaranty, suit, obligation, liability, lost, debt, fee or expense, damage, judgment, account, defense, offset, power, privilege, proceeding, franchise, remedy, and license of any kind or character whatsoever, whether known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, as applicable, in contract or in tort, in law (whether local, state, or federal U.S. or non-U.S. law) or in equity, or pursuant to any other theory of local, state, or federal U.S. or non-U.S. law. For the avoidance of doubt, “Causes of Action” include: (a) any right of setoff, counterclaim, or recoupment; (b) any Claim based on or relating to, or in any manner arising from, in whole or in part, tort, breach of contract, breach of fiduciary duty, actual or constructive fraudulent transfer or fraudulent conveyance or voidable transaction or similar law, violation of local, state, or federal or non-U.S. law or breach of any duty imposed by law or in equity, including securities laws, negligence, and gross negligence; (c) any Claim pursuant to section 362 or chapter 5 of the Bankruptcy Code or similar local, state, or federal U.S. or non-U.S. law; (d) any Claim or defense including fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; (e) any Avoidance Actions relating to or arising from any state or foreign law pertaining to any Avoidance Action, including preferential transfer, actual or constructive fraudulent transfer, fraudulent conveyance, or similar Claim; (f) the right to object to or otherwise contest Claims or Interests; and (g) any “lender liability” or equitable subordination Claims or defenses.

16. “**Chapter 11 Cases**” means (a) when used with reference to a particular Debtor, the voluntary case Filed for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court and (b) when used with reference to all Debtors, the jointly administered chapter 11 cases for all of the Debtors.

17. “**Claim**” means any claim, as defined in section 101(5) of the Bankruptcy Code. Except where otherwise provided in context, “Claim” refers to such a claim against any of the Debtors.

18. “**Claims Register**” means the official register of Claims and Interests maintained by the Notice and Claims Agent.

19. “**Class**” means a category of Claims or Interests as set forth in Article III pursuant to section 1122(a) of the Bankruptcy Code.

20. “**Combined Hearing**” means the hearing conducted by the Bankruptcy Court to consider the final approval of the Disclosure Statement and final Confirmation of this Plan, as such hearing may be adjourned or continued from time to time.

21. “**Combined Order**” means the order of the Bankruptcy Court approving the Disclosure Statement pursuant to sections 1125, 1126(b), and 1145 of the Bankruptcy Code and confirming this Plan

pursuant to section 1129 of the Bankruptcy Code, which order shall be consistent with the terms and conditions of the Transaction Support Agreement and otherwise in form and substance acceptable to the Debtors and the Required Consenting Term Lenders.

22. “**Compensation and Benefits Programs**” means all employment, confidentiality, and non-competition agreements, bonus, gainshare, and incentive programs (other than awards of equity interests, stock options, restricted stock, restricted stock units, warrants, rights, convertible, exercisable, or exchangeable securities, stock appreciation rights, phantom stock rights, redemption rights, profits interests, equity-based awards, or contractual rights to purchase or acquire equity interest at any time and all rights arising with respect thereto), vacation, holiday pay, severance, retirement, savings, supplemental retirement, executive retirement, pension, deferred compensation, medical, dental, vision, life and disability insurance, flexible spending account, and other health and welfare benefit plans, employee expense reimbursement, and other compensation and benefit obligations of the Debtors, and all amendments and modifications thereto, applicable to the Debtors’ employees, former employees, retirees, and non-employee directors and the employees, former employees, and retirees of their subsidiaries.

23. “**Confirmation**” means the entry of the Combined Order or any Final Order Confirming the Plan entered by the Bankruptcy Court on the docket of the Chapter 11 Cases.

24. “**Confirmation Date**” means the date on which Confirmation occurs.

25. “**Consenting Stakeholders**” means, collectively, the Consenting Stockholders and Consenting Term Lenders.

26. “**Consenting Stockholders**” means Holders (or beneficial holders) of, or nominees, investment managers, investment advisors, or subadvisors to or managers of funds, accounts and/or subaccounts that beneficially hold, or trustees of trusts that beneficially hold, Existing Equity Interests that have executed and delivered counterpart signature pages to the Transaction Support Agreement, or signature pages to a Joinder or Transfer Agreement (as applicable), to counsel to the Debtors and the Ad Hoc Group Advisors.

27. “**Consenting Term Lenders**” means Holders (or beneficial holders) of, or nominees, investment managers, investment advisors, or subadvisors to or managers of funds, accounts and/or subaccounts that beneficially hold, or trustees of trusts that beneficially hold, outstanding Prepetition Term Loan Claims that have executed and delivered counterpart signature pages to the Transaction Support Agreement, or signature pages to a Joinder or Transfer Agreement (as applicable), to counsel to the Debtors and the Ad Hoc Group Advisors.

28. “**Cure Cost**” means any and all amounts, including an amount of \$0.00, required to cure any monetary defaults under any Executory Contract or Unexpired Lease (or such lesser amount as may be agreed upon by the parties under an Executory Contract or Unexpired Lease) that is to be assumed by the Debtors pursuant to sections 365 or 1123 of the Bankruptcy Code.

29. “**D&O Insurance Policies**” means, collectively, all insurance policies (including any “tail coverage” and all agreements, documents, or instruments related thereto) issued at any time to, or providing coverage to, any of the Debtors or any of the Debtors’ current or former directors, members, managers, or officers for alleged Wrongful Acts (as defined in the D&O Insurance Policies), or similarly defined triggering acts, in their capacity as such.

30. “**DIP ABL Credit Facility Documents**” means the DIP/Cash Collateral Orders, the DIP & Exit ABL Commitment Letter, and the DIP ABL Credit Agreement, together with all other related documents,

instruments, and agreements in respect of the DIP Term Loan Facility, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

31. “**DIP Budget**” means the budget for use of the DIP Term Loans, as approved by the Required DIP Term Lenders.

32. “**Debtor Release**” means the releases set forth in Article IX.B.

33. “**Debtors**” has the meaning set forth in the preamble to this Plan.

34. “**Definitive Documents**” means all of the definitive documents necessary to implement the Restructuring Transactions set forth in Section 3.01 of the Transaction Support Agreement, and, in each case, any amendments, modifications, and supplements thereto and any related notes, certificates, agreements, documents, and instruments (as applicable), including, but not limited to: (a) this Plan and all documentation necessary to consummate this Plan, including the Plan Supplement, the Disclosure Statement, the Solicitation Procedures Motion, the Solicitation Procedures Order, the Solicitation Materials, and the Combined Order (including any exhibits or supplements filed with respect to each of the foregoing); (b) the DIP Facilities Documents (including the DIP/Cash Collateral Motion and the DIP/Cash Collateral Orders); (c) the Exit Facilities Documents; (d) the New Organizational Documents; (e) the Restructuring Transaction Steps Memorandum; and (f) all other customary documents delivered in connection with transactions of this type (including any and all material documents, Bankruptcy Court or other judicial or regulatory orders, amendments, supplements, pleadings (including the First Day Pleadings and all orders sought pursuant thereto), motions, filings, exhibits, schedules, appendices, or modifications to any of the foregoing and any related notes, certificates, agreements, and instruments (as applicable) necessary to implement the Restructuring Transactions), which in each case shall be subject to the consent rights set forth in Section 3.02 of the Transaction Support Agreement.

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

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

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

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

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

40. “**DIP ABL Loan Agent Advisors**” means Riemer & Braunstein LLP and Frost Brown Todd LLP and such other professional advisors as are retained by the DIP ABL Loan Agent with the consent of the Debtors (not to be unreasonably withheld).

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

42. “**DIP Agents**” means, the DIP ABL Loan Agent and the DIP Term Loan Agent, collectively.

43. “**DIP Backstop Allocation Schedule**” means the backstop allocation schedule in respect of the DIP Term Loan Facility attached as Exhibit 1 to the Transaction Term Sheet.

44. “**DIP Backstop Parties**” means certain Consenting Term Lenders set forth on the DIP Backstop Allocation Schedule that have agreed to backstop and fund the full amount of the DIP Term Loan Facility.

45. “**DIP Claims**” means (i) DIP ABL Loan Claims and (ii) DIP Term Loan Claims.

46. “**DIP Commitment Premium**” means the Pro Rata Share of a commitment premium that each DIP Term Lender receives in exchange for the DIP Term Lenders’ commitments to fund the New Money DIP Term Loans, which shall equal two percent (2%) of New Money DIP Term Loans paid in kind in the form of New Money DIP Term Loans; *provided*, that any interest on additional DIP Term Loans payable as part of the DIP Commitment Premium shall be payable in kind. The DIP Commitment Premium shall be earned upon the entry of the Interim DIP/Cash Collateral Order, and thereafter constitute DIP Term Loan Claims.

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

48. “**DIP Equity Premium**” means the pro rata share, based on such Holder’s ratable share of the First-Out DIP Term Loans (as defined in the DIP/Cash Collateral Orders), of an equity premium that each DIP Term Lender receives in exchange for the DIP Term Lenders’ agreement to fund the DIP Term Loan Facility and convert the full amounts of DIP Term Loans (including accrued and unpaid interest) outstanding as of the Effective Date into Exit Term Loans, which shall equal sixty four percent (64%) of the New Equity Interests, subject to dilution by the Management Incentive Plan. The DIP Equity Premium shall be earned on the entry of the Final DIP/Cash Collateral Order and payable on the Effective Date and conversion of such DIP Term Loans to Exit Term Loans.

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

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

51. “**DIP Intercreditor Agreement**” has the meaning assigned in the DIP/Cash Collateral Orders.

52. “**DIP Put Option Premium**” means the Pro Rata Share of a backstop premium that each of the DIP Backstop Parties is entitled to receive in exchange for its agreement to backstop the New Money DIP Term Loans, which shall equal five percent (5%) of the New Money DIP Term Loans paid in kind in the form of New Money DIP Term Loans. The DIP Put Option Premium shall be earned on the date of execution of the Transaction Support Agreement, but subject to the entry of the Interim DIP/Cash Collateral Order, and thereafter constitute DIP Term Loan Claims.

53. “**DIP Roll-Up Term Loan Claim**” means any Claim arising under or related to the DIP Roll-Up Term Loans.

54. “**DIP Roll-Up Term Loans**” means the refinanced, on a dollar-for-dollar basis, Prepetition Term Loans in an original aggregate principal amount of \$75 million under the DIP Credit Agreement.

55. “**DIP Term Lenders**” means the lenders holding the DIP Term Loans.

56. “**DIP Term Loan Agent**” means either Acquiom Agency Services LLC as co-administrative agent or Seaport Loan Products LLC, as co-administrative agent and Acquiom Agency Services LLC as collateral agent under the DIP Term Loan Credit Agreement, and any successors, assignees, or delegees thereof.

57. “**DIP Term Loan Agent Advisors**” means Paul Hastings LLP and such other professional advisors as are retained by the DIP Term Loan Agent with the consent of the Debtors (not to be unreasonably withheld).

58. “**DIP Term Loan Claim**” means any and all Claims on account of, arising from, arising under, or related to the DIP Term Loan Facility, the DIP Term Loan Credit Agreement, or the DIP/Cash Collateral Orders, including Claims for the aggregate outstanding principal amount of, plus unpaid interest on, the DIP Term Loans, and all fees (including the DIP Put Option Premium and the DIP Commitment Premium) and other expenses related thereto and arising and payable under the DIP Term Loan Facility, including the DIP Roll-Up Term Loan Claims and the New Money DIP Term Loan Claims.

59. “**DIP Term Loan Credit Agreement**” means that certain Senior Secured Super-Priority Priming Term Loan Debtor-in-Possession Credit Agreement in respect of the DIP Term Loan Facility, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

60. “**DIP Term Loan Facility**” means the senior secured debtor-in-possession credit facility provided by the DIP Term Lenders under the DIP Term Loan Credit Agreement.

61. “**DIP Term Loan Facility Documents**” means the DIP/Cash Collateral Orders, the DIP Term Loan Credit Agreement, and DIP Intercreditor Agreement together with all other related documents, instruments, and agreements in respect of the DIP Term Loan Facility, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

62. “**DIP Term Loans**” means the New Money DIP Term Loans and the DIP Roll-Up Term Loans.

63. “**DIP/Cash Collateral Motion**” means the motion(s) seeking approval of the Debtors’ use of Cash Collateral and requesting approval to obtain the DIP Facilities on terms substantially the same as those set forth in the Transaction Support Agreement (including the term sheets attached thereto) and the DIP Facilities Documents.

64. “**DIP/Cash Collateral Orders**” means, together, the Interim DIP/Cash Collateral Order and Final DIP/Cash Collateral Order.

65. “**Disclosure Statement**” means the disclosure statement for this Plan, including all exhibits and schedules thereto, as amended, supplemented, or modified from time to time in a manner acceptable to the Debtors and Required Consenting Term Lenders, that is prepared and distributed in accordance with sections 1125, 1126(b), and 1145 of the Bankruptcy Code, Bankruptcy Rule 3018, and other applicable law.

66. “**Disputed**” means, with respect to any Claim or Interest, except as otherwise provided herein, a Claim or Interest that is not yet Allowed, but has not yet been disallowed pursuant to this Plan, the Bankruptcy Code, or a Final Order by the Bankruptcy Court or other court of competent jurisdiction.

67. “**Distribution Agent**” means the Reorganized Debtors or any party designated by the Debtors or Reorganized Debtors to serve as distribution agent under this Plan.

68. “**Distribution Record Date**” means, other than with respect to publicly held securities, the date for determining which Holders of Claims are eligible to receive distributions under this Plan on account of Allowed Claims, which date shall be the Confirmation Date or such other date agreed to by the Debtors and the Required DIP Term Lenders, subject to Article VIII.

69. “**DTC**” means the Depository Trust Company or any successor thereto.

70. “**Effective Date**” means the date on which all conditions specified in Article VIII.A have been (a) satisfied or (b) waived pursuant to Article VIII.B. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter with the consent of the Debtors and the Required Consenting Term Lenders.

71. “**Entity**” means an entity as defined in section 101(15) of the Bankruptcy Code.

72. “**Estate**” means, as to each Debtor, the estate created for such Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

73. “**Exchange Act**” means the Securities Exchange Act of 1934, as now in effect or hereafter amended, or any regulations promulgated thereunder.

74. “**Exculpated Party**” means, each in its capacity as such, (a) each Debtor, and (b) solely to the extent they are Estate fiduciaries, each of the Debtors’ Related Parties.

75. “**Executory Contract**” means a contract to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code, other than an Unexpired Lease.

76. “**Existing Equity Interest**” means any issued, unissued, authorized, or outstanding shares or common stock, preferred shares, or other instrument evidencing an ownership interest in the Parent, whether or not transferable, together with any warrants, equity-based awards, or contractual rights to purchase or acquire such equity interests (including under any employment or benefits agreement) at any time and all rights arising with respect thereto that existed immediately before the Effective Date. For the avoidance of doubt, Existing Equity Interests include any equity interests issued to Parent’s current or former employees and non-employee directors, various forms of long-term incentive compensation, including stock options, stock appreciation rights, restricted stock, restricted stock units, performance shares/units, incentive awards, cash awards, and other stock-based awards, in each case, whether vested or unvested.

77. “**Exit ABL Agent**” means Eclipse Business Capital LLC, in its capacity as the agent under the senior secured asset-based revolving credit facility under the Exit ABL Credit Agreement.

78. “**Exit ABL Credit Agreement**” means the credit agreement between Reorganized Parent or its subsidiaries or Affiliates, as applicable, and the lenders party thereto to effectuate the issuance of the Exit ABL Loans.

79. “**Exit ABL Loans**” means loans under the senior secured asset based revolving credit facility under the Exit ABL Credit Agreement.

80. “**Exit Facilities**” means the facilities under which the Exit ABL Loans and Exit Term Loans shall be issued.

81. “**Exit Facilities Documents**” means the DIP & Exit ABL Commitment Letter, Exit Term Loan Documents, and Exit Intercreditor Agreement, together with all other related documents, instruments, and agreements in respect of the Exit Facilities, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

82. “**Exit Facility Agent Advisors**” means Paul Hastings LLP and such other professional advisors as are retained by the Exit Facility Agents with the consent of the Debtors or Reorganized Debtors (not to be unreasonably withheld).

83. “**Exit Facility Agents**” means the Exit ABL Agent and the Exit Term Loan Agent.

84. “**Exit Intercreditor Agreement**” means the intercreditor agreement(s) to be effective as of the Effective Date relating to the Exit Facilities, which may be the Prepetition Intercreditor Agreement or be substantially similar to the Prepetition Intercreditor Agreement.

85. “**Exit Term Lenders**” means the lenders holding the Exit Term Loans.

86. “**Exit Term Loan Agent**” means Acquiom Agency Services LLC, in its capacity as administrative agent and collateral agent under the Exit Term Loan Credit Agreement and any replacement or successor agent thereto.

87. “**Exit Term Loan Credit Agreement**” means the credit agreement between Reorganized Parent or its subsidiaries or Affiliates, as applicable, and the lenders party thereto to effectuate the issuance of the Exit Term Loans.

88. “**Exit Term Loan Documents**” means the Exit Term Loan Credit Agreement and together with all other related documents, instruments, and agreements in respect of the Exit Term Loans, in each case, as amended, restated, modified, or supplemented from time to time.

89. “**Exit Term Loans**” means First-Out Exit Term Loans and Second-Out Exit Term Loans.

90. “**File**” or “**Filed**” or “**Filing**” means file, filed, or filing, respectively, with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

91. “**Final DIP/Cash Collateral Order**” means any order (and all exhibit and schedules thereto, including any budget) entered by the Bankruptcy Court on a final basis: (a) approving the DIP Facilities, the DIP Facilities Documents, and the DIP/Cash Collateral Motion; (b) authorizing the Debtors’ use of Cash Collateral; and (c) providing for adequate protection of secured creditors.

92. “**Final Order**” means an order entered by the Bankruptcy Court or other court of competent jurisdiction: (a) that has not been reversed, stayed, modified, amended, or revoked, and as to which (i) any right to appeal or seek leave to appeal, certiorari, review, reargument, stay, or rehearing has been waived or (ii) the time to appeal or seek leave to appeal, certiorari, review, reargument, stay, or rehearing has expired and no appeal, motion for leave to appeal, or petition for certiorari, review, reargument, stay, or rehearing is pending or (b) as to which an appeal has been taken, a motion for leave to appeal, or petition for certiorari, review, reargument, stay, or rehearing has been filed and (i) such appeal, motion for leave to

appeal or petition for certiorari, review, reargument, stay, or rehearing has been resolved by the highest court to which the order or judgment was appealed or from which leave to appeal, certiorari, review, reargument, stay, or rehearing was sought and (ii) the time to appeal (in the event leave is granted) further or seek leave to appeal, certiorari, further review, reargument, stay, or rehearing has expired and no such appeal, motion for leave to appeal, or petition for certiorari, further review, reargument, stay, or rehearing is pending; *provided*, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not preclude such order from being a Final Order.

93. “**First Day Pleadings**” means any petition, motion, application, or proposed order filed at the commencement of the Chapter 11 Cases that the Debtors determine are necessary or desirable to file with the Bankruptcy Court.

94. “**First-Out Exit Term Loans**” means term loans under the Exit Term Loan Credit Agreement comprising converted New Money DIP Term Loans (inclusive of DIP Term Loans paid as part of the DIP Put Option Premium and the DIP Commitment Premium).

95. “**Fronting Letter**” means the fronting letter with the fronting bank regarding the seasoning or syndication process.

96. “**General Administrative Claim**” means any Administrative Claim, other than a Professional Fee Claim, a Claim for Restructuring Fees and Expenses (in accordance with the Transaction Support Agreement or the DIP/Cash Collateral Orders, as applicable), a DIP Claim, or a Claim for fees and charges assessed against the Estates under chapter 123 of title 28 United States Code, 28 U.S.C. §§ 1911-1930.

97. “**General Unsecured Claim**” means any Unsecured Claim including (a) Claims arising from the rejection of Unexpired Leases or Executory Contracts (if any) and (b) Claims arising from any litigation or other court, administrative, or regulatory proceeding, including damages or judgments entered against, or settlement amounts owing by a Debtor in connection therewith.

98. “**Governance Term Sheet**” means the term sheet setting forth the preliminary material terms in respect of the corporate governance of Reorganized Parent to be included in the Plan Supplement, including all exhibits and schedules thereto, as it may be altered, amended, modified, or supplemented from time to time in accordance with the terms of the Transaction Support Agreement.

99. “**Governmental Unit**” means a governmental unit as defined in section 101(27) of the Bankruptcy Code.

100. “**Holder**” means an Entity holding a Claim or Interest, as applicable.

101. “**Impaired**” means, with respect to any Claim or Interest, a Claim or Interest that is “impaired” within the meaning of section 1124 of the Bankruptcy Code.

102. “**Indemnification Provisions**” means each of the Debtors’ indemnification provisions in effect as of the Petition Date, whether in the Debtors’ memoranda and articles of association, bylaws, certificates of incorporation, other formation documents, board resolutions, management or indemnification agreements, employment contracts, or otherwise providing a basis for any obligation of a Debtor to indemnify, defend, reimburse, or limit the liability of, or to advance fees and expenses to, any of the Debtors’ current and former directors, officers, equity holders, managers, members, employees,

accountants, investment bankers, attorneys, and other professionals of the Debtors, and each of the foregoing solely in their capacity as such.

103. **“Insurance Contracts”** means (a) any and all insurance policies issued at any time to, or that otherwise may provide or may have provided coverage to, any of the Debtors, regardless of whether the insurance policies were issued to a Debtor or to a Debtor’s prior Affiliates, subsidiaries, or parents or otherwise, or to any of their predecessors, successors, or assigns; (b) any and all agreements, documents, surety bonds, or other instruments relating thereto, including any and all agreements with a third party administrator for claims handling, risk control or related services, any and all D&O Insurance Policies, and any and all Workers’ Compensation Contracts; and (c) any and all collateral documents and security agreements securing the Debtor’s obligations under the insurance policies, including, without limitation, escrow accounts, deposit accounts, Cash Collateral, and letters of credit. For the avoidance of doubt, Insurance Contracts include any insurance policies issued at any time to the Debtors’ prior Affiliates, subsidiaries, and parents or otherwise, or to any of their predecessors, successors, or assigns, under which Debtors had, have, or may have any rights solely to the extent of the Debtors’ rights thereunder.

104. **“Insurer”** means any company or other Entity that issued or entered into an Insurance Contract (including any third-party administrator) and any respective predecessors and/or Affiliates thereof.

105. **“Intercompany Claim”** means a prepetition Claim held by a Debtor or Non-Debtor Affiliate against a Debtor.

106. **“Intercompany Interest”** means any issued, unissued, authorized, or outstanding shares of common stock, preferred stock, or other instrument evidencing an ownership interest in any Debtor other than the Parent, whether or not transferable, together with any warrants, equity-based awards, or contractual rights to purchase or acquire such equity interests at any time and all rights arising with respect thereto that existed immediately before the Effective Date.

107. **“Interests”** means any equity security within the meaning of section 101(16) of the Bankruptcy Code, including, collectively, the shares (or any class thereof), common stock, preferred stock, limited liability company interests, membership interests, and any other equity, ownership, or profits interests in any Debtor, and options, warrants, rights, stock appreciation rights, phantom units, incentives, commitments, calls, redemption rights, repurchase rights, or other securities or arrangements to acquire or subscribe for, or which are convertible into, or exercisable or exchangeable for, the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, membership interests, or any other equity, ownership, or profits interests in any Debtor or its Affiliates and subsidiaries (in each case whether or not arising under or in connection with any employment agreement).

108. **“Interim DIP/Cash Collateral Order”** means any order (and all exhibit and schedules thereto, including any budget) entered by the Bankruptcy Court on an interim basis: (a) approving the DIP Facilities, the DIP Facilities Documents, and the DIP/Cash Collateral Motion; (b) authorizing the Debtors’ use of Cash Collateral; and (c) providing for adequate protection of secured creditors.

109. **“Joinder”** means a joinder to the Transaction Support Agreement, substantially in the form attached as Exhibits C or D thereto, providing, among other things, that such Person signatory thereto is bound by the terms of the Transaction Support Agreement to the extent provided therein.

110. **“Lien”** means a lien as defined in section 101(37) of the Bankruptcy Code.

111. **“Local Rules”** means the Bankruptcy Local Rules for the Southern District of Texas.

112. “**Management Incentive Plan**” means, the management incentive plan to be adopted by the Reorganized Board on or around the Effective Date, which shall provide for the issuance of up to 10% of the New Equity Interests to management, key employees, and/or directors of the Reorganized Debtors of the fully diluted New Equity Interests.

113. “**New Equity Interests**” means the outstanding equity interests in Reorganized Parent to be authorized, issued, or reserved on the Effective Date, which interests may be membership interests of a limited liability company or common equity interests of a corporation.

114. “**New Money DIP Term Loan Claim**” means any Claim arising under or related to the New Money DIP Term Loans.

115. “**New Money DIP Term Loans**” means new money loans in an original aggregate principal amount of \$40 million (plus all fees payable in kind) provided by the DIP Term Lenders under the DIP Term Loan Credit Agreement.

116. “**New Organizational Documents**” means the new Organizational Documents of Reorganized Parent and its direct or indirect subsidiaries, after giving effect to the Restructuring Transactions, as applicable, including any shareholders agreement, limited liability company agreement, or similar document.

117. “**Non-Debtor Affiliates**” means all of the Affiliates of the Debtors, other than the other Debtors.

118. “**Notice and Claims Agent**” means Kurtzman Carson Consultants, LLC dba Verita Global, in its capacity as noticing, claims, and solicitation agent for the Debtors, pursuant to an order of the Bankruptcy Court.

119. “**Organizational Documents**” means, with respect to any Person other than a natural person, the organizational and governance documents for each such Person, including, without limitation, certificates of incorporation, certificates of formation, certificates of limited partnership, articles of organization (or equivalent organizational documents), certificates of designation for preferred stock or other forms of preferred equity, by-laws, partnership agreements, operating agreements, limited liability company agreements, shareholders’ agreements, members’ agreement, or equivalent governing documents.

120. “**Other Priority Claim**” means any Allowed Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than: (a) Administrative Claims or (b) Priority Tax Claims.

121. “**Other Secured Claim**” means any Allowed Secured Claim other than the DIP ABL Loan Claims, DIP Term Loan Claims, Prepetition ABL Claims and Prepetition Term Loan Claims.

122. “**Parent**” means The Container Store Group, Inc., a Delaware corporation with a mailing address of 500 Freeport Parkway, Coppell, TX 75019.

123. “**Person**” means a person as defined in section 101(41) of the Bankruptcy Code.

124. “**Petition Date**” means the date on which the Debtors file their voluntary chapter 11 petitions, which is expected to occur on or about December 22, 2024.

125. “**Plan**” means this prepackaged joint plan of reorganization under chapter 11 of the Bankruptcy Code, as it may be altered, amended, modified, or supplemented from time to time in accordance with the terms of the Transaction Support Agreement, the Bankruptcy Code, the Bankruptcy Rules, or the terms hereof, as the case may be, and the Plan Supplement, which is incorporated herein by reference, including all exhibits and schedules hereto and thereto.

126. “**Plan Supplement**” means one or more supplemental appendices to this Plan, which shall include, among other things, draft forms of documents (or terms sheets thereof), schedules, and exhibits to this Plan, in each case subject to the provisions of the Transaction Support Agreement, the Transaction Term Sheet, or the DIP & Exit ABL Commitment Letter, as applicable, and as may be amended, modified, or supplemented from time to time on or before the Effective Date, including the following documents: (a) the New Organizational Documents, (b) the Exit Facilities Documents, (c) to the extent known and determined, a document disclosing the identity of the members of the Reorganized Board, (d) the Rejected Executory Contract/Unexpired Lease List, (e) a schedule of retained Causes of Action, (f) the Governance Term Sheet; (g) the Restructuring Transaction Steps Memorandum; and (h) such other documents as may be specified in this Plan.

127. “**Plan Supplement Filing Date**” means the date on which the Plan Supplement is Filed with the Bankruptcy Court, which shall be at least five (5) Business Days before the deadline to File objections to Confirmation.

128. “**Prepetition ABL Claims**” means any and all Claims arising under, derived from, or based upon the Prepetition ABL Facility including, without limitation, all Obligations (as defined in the Prepetition ABL Credit Agreement).

129. “**Prepetition ABL Credit Agreement**” means that certain Credit Agreement, dated as of April 6, 2012, as amended by that certain Amendment No. 1, dated as of April 8, 2013, that certain Amendment No. 2, dated as of October 8, 2015, that certain Amendment No. 3, dated as of May 20, 2016, that certain Amendment No. 4, dated as of August 18, 2017, that certain Amendment No. 5, dated as of November 25, 2020, and that certain Amendment No. 6, dated as of May 22, 2023 (as may be further amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof).

130. “**Prepetition ABL Facility**” means the senior secured asset based revolving credit facility under the Prepetition ABL Credit Agreement.

131. “**Prepetition ABL Facility Agent**” means JPMorgan Chase Bank, N.A., in its capacity as administrative agent and collateral agent under the Prepetition ABL Facility, and any replacement or successor agent thereto.

132. “**Prepetition ABL Facility Agent Advisors**” means Simpson Thacher & Bartlett LLP, as legal counsel, Berkeley Research Group, LLC, as financial advisor, and such other professional advisors as are retained by the Prepetition ABL Facility Agent or the Exit ABL Agent with the consent of the Debtors (not to be unreasonably withheld).

133. “**Prepetition ABL Facility Documents**” means the Prepetition ABL Credit Agreement together with all other related documents, instruments, and agreements in respect of the Prepetition ABL Facility, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

134. “**Prepetition ABL Lenders**” means Holders of, or nominees, investment managers, investment advisors, or subadvisors to funds and/or accounts that hold, or trustees of trusts that hold, the outstanding Prepetition ABL Claims.

135. “**Prepetition ABL Loans**” means the loans under the Prepetition ABL Facility, consisting of all Claims and obligations arising under or related to the \$100 million Prepetition ABL Facility, including (i) an aggregate principal amount of approximately \$80 million of borrowings outstanding thereunder and (ii) approximately \$20 million of undrawn revolving commitments (including \$7.533 million in issued and outstanding letters of credit) plus, in each case, any accrued but unpaid fees and interest in respect thereof.

136. “**Prepetition Agents**” means the Prepetition ABL Facility Agent and the Prepetition Term Loan Agent.

137. “**Prepetition Intercreditor Agreement**” means that certain Intercreditor Agreement, dated as of April 6, 2012, as amended by that certain Amendment No. 1, dated as of April 8, 2013, relating to the Prepetition Term Loans, the Prepetition ABL Facility, as amended, restated, modified, or supplemented from time to time.

138. “**Prepetition Term Loan Agent**” means JPMorgan Chase Bank, N.A., in its capacity as administrative agent and collateral agent under the Prepetition Term Loan Credit Agreement and any replacement or successor agent thereto.

139. “**Prepetition Term Loan Agent Advisors**” means Simpson Thacher & Bartlett LLP and such other professional advisors as are retained by the Prepetition Term Loan Agent with the consent of the Debtors (not to be unreasonably withheld).

140. “**Prepetition Term Loan Claims**” means Claims arising under or related to the Prepetition Term Loan Credit Agreement.

141. “**Prepetition Term Loan Credit Agreement**” means that certain Credit Agreement, dated as of April 6, 2012, as amended by that certain Amendment No. 1 dated as of April 8, 2013, that certain Amendment No. 2 dated as of November 27, 2013, that certain Amendment No. 3 dated as of May 20, 2016, that certain Amendment No. 4 dated as of August 18, 2017, that certain Amendment No. 5 dated as of September 14, 2018, that certain Amendment No. 6 dated as of October 8, 2018, that certain Amendment No. 7 dated as of November 25, 2020, that certain Amendment No. 8 dated as of June 14, 2023, and that certain Amendment No. 9 dated as of October 8, 2024, as may be amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

142. “**Prepetition Term Loan Documents**” means the Prepetition Term Loan Credit Agreement together with all other related documents, instruments, and agreements in respect of the Prepetition Term Loans, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

143. “**Prepetition Term Loans**” means the senior secured first-lien term loans issued pursuant to the Prepetition Term Loan Credit Agreement.

144. “**Priority Tax Claim**” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

145. “**Pro Rata Share**” means, with respect to any distribution on account of an Allowed Claim, a distribution equal in amount to the ratio (expressed as a percentage) that the amount of such Allowed Claim bears to the aggregate amount of all Allowed Claims in its Class.

146. “**Professional Fee Claim**” means a Claim by a Retained Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date under sections 328, 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code (subject to any applicable agreements by such Retained Professional with respect thereto).

147. “**Professional Fee Escrow Account**” means a segregated interest-bearing account funded by the Debtors with Cash no later than two (2) Business Days before the anticipated Effective Date in an amount equal to the Professional Fee Escrow Amount.

148. “**Professional Fee Escrow Amount**” means the aggregate amount of Professional Fee Claims and other unpaid fees and expenses the Retained Professionals have incurred or shall incur in rendering services in connection with the Chapter 11 Cases before and as of the Effective Date, which shall be estimated pursuant to the method set forth in Article II.A.2.

149. “**Proof of Claim**” means a proof of Claim Filed against any Debtor in the Chapter 11 Cases.

150. “**Reinstatement**” means, with respect to Claims and Interests, that the Claim or Interest shall be rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code. “Reinstated” shall have a correlative meaning.

151. “**Rejected Executory Contract/Unexpired Lease List**” means the list of Executory Contracts and/or Unexpired Leases (including any amendments or modifications thereto), if any, that shall be rejected pursuant to this Plan, which shall be filed with the Plan Supplement.

152. “**Rejection Damages Claim**” means a Claim arising from the rejection of an Executory Contract or Unexpired Lease for which the Holder is required to file a Proof of Claim pursuant to Article V of this Plan.

153. “**Related Parties**” means, with respect to an Entity, each of, and in each case in its capacity as such, such Entity’s current and former Affiliates, and such Entity’s and such Affiliates’ current and former members, directors, managers, officers, proxyholders, control persons, investment committee members, special committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds (including any beneficial holders for the account of whom such funds are managed), predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, Representatives, investment managers, and other professionals and advisors, each in their capacity as such, and any such Person’s or Entity’s respective heirs, executors, estates, and nominees.

154. “**Release Opt-Out Form**” means the form to be provided to certain Holders of Claims through which such Holders may elect to affirmatively opt out of the Third-Party Release.

155. “**Released Party**” means, collectively, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each Non-Debtor Affiliate; (d) each of the Debtors’ and Non-Debtor Affiliates’ current and former directors, officers, and proxyholders; (e) each Consenting Stakeholder; (f) each Prepetition Agent; (g) each DIP Agent; (h) each DIP Term Lender; (i) the DIP ABL Lender; (j) each Exit Facility Agent; (k) each lender under the Exit Facilities; (l) each Releasing Party; and (m) each Related Party of each Entity in clauses (a) through (l); *provided*, that, in each case, an Entity shall not be a Released Party if it (a) elects to opt out of the Third-Party Release as provided on its respective Release Opt-Out Form, (b) timely Files with the Bankruptcy Court on the docket of the Chapter 11 Cases an objection to the Third-Party Release that is not withdrawn or resolved before Confirmation or (c) provides to the Debtors by electronic mail an informal objection and such objection is not withdrawn or resolved before Confirmation; *provided, further*, that, for the avoidance of doubt, any opt-out election made by a Consenting Stakeholder shall be void *ab initio*.

156. “**Releases**” means, collectively, the Debtor Release and the Third-Party Release as set forth in Article IX.

157. “**Releasing Parties**” means, collectively, each of, and in each case in its capacity as such: (a) each Non-Debtor Affiliate; (b) each of the Debtors’ and Non-Debtor Affiliates’ current and former directors, officers, and proxyholders; (c) each Consenting Stakeholder; (d) each Prepetition Agents; (e) each DIP Agent; (f) each DIP Term Lender; (g) the DIP ABL Lender; (h) each Exit Facility Agent; (i) each lender under the Exit Facilities; (j) each Holder of a Claim or Interest in a Class (other than Holders of Rejection Damages Claims) that does not affirmatively elect to opt out of the Releases contained in this Plan or that does not (i) timely file with the Bankruptcy Court on the docket of the Chapter 11 Cases an objection to the Third-Party Release that is not withdrawn or resolved before Confirmation or (ii) provide to the Debtors by electronic mail an informal objection and such objection is not withdrawn or resolved before Confirmation; and (k) each Related Party of each Entity in clauses (a) through (j); *provided*, that, for the avoidance of doubt, any opt-out election made by a Consenting Stakeholder shall be void *ab initio*.

158. “**Reorganized Board**” means the initial board of directors or similar governing body of the Reorganized Parent appointed in accordance with the terms of the New Organizational Documents.

159. “**Reorganized Debtors**” means, on or after the Effective Date, the Debtors, as reorganized pursuant to and under this Plan, or any successor thereto, after giving effect to the transactions implementing this Plan.

160. “**Reorganized Parent**” means, on or after the Effective Date, The Container Store Group, Inc. or any other Entity designated as such that will, directly or indirectly, own 100% of the New Equity Interests in, or substantially all of the assets of, The Container Store Group, Inc. upon consummation of the Restructuring Transactions, as mutually agreed by the Debtors and the Required Consenting Lenders.

161. “**Representatives**” means, with respect to any Person, such Person’s Affiliates and its and their directors, officers, members, partners, managers, employees, agents, investment bankers, attorneys, accountants, advisors, investment advisors, investors, managed accounts or funds, management companies, fund advisors, advisory board members, professionals, and other representatives, in each case, solely in their capacities as such.

162. “**Required Consenting Lenders**” means the Required Consenting Term Lenders and the Required DIP Term Lenders.

163. “**Required Consenting Term Lenders**” means, as of any time, Consenting Term Lenders that are members of the Ad Hoc Group holding at least 66 2/3% of the Prepetition Term Loan Claims that are held by Consenting Term Lenders that are members of the Ad Hoc Group at such time.

164. “**Required DIP Term Lenders**” means, as of any time, DIP Term Lenders holding at least fifty and one hundredth percent (50.01%) of the aggregate outstanding principal amount and commitments of the DIP Term Loan Facility at such time.

165. “**Restructuring Fees and Expenses**” means all reasonable and documented fees and expenses of the (a) Agents; (b) Prepetition Term Loan Agent Advisors; (c) DIP Term Loan Agent Advisors; (d) Exit Facility Agent Advisors; and (e) Ad Hoc Group Advisors in each case, payable in accordance with the terms hereof, the applicable engagement and/or fee letters with the Debtors, the Transaction Support Agreement, the DIP Facilities Documents, the Prepetition Term Loan Documents, the DIP & Exit ABL Commitment Letter, and the Interim DIP/Cash Collateral Order, as applicable, and subject to any order of the Bankruptcy Court and any other applicable agreements by such party with respect thereto.

166. “**Restructuring Transaction Steps Memorandum**” means the document setting forth the sequence of certain Restructuring Transactions.

167. “**Restructuring Transactions**” means the transactions described in Article IV.B.

168. “**Retained Professional**” means an Entity: (a) employed in the Chapter 11 Cases pursuant to a Final Order in accordance with sections 327 and/or 1103 of the Bankruptcy Code and to be compensated for services rendered before the Effective Date, pursuant to sections 327, 328, 329, 330, or 331 of the Bankruptcy Code; or (b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to sections 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

169. “**SEC**” means the United States Securities and Exchange Commission.

170. “**Second-Out Exit Term Loans**” means term loans under the Exit Term Loan Credit Agreement comprising converted DIP Roll-Up Term Loans.

171. “**Secured Claim**” means a Claim: (a) secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor’s interest in the Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or (b) otherwise Allowed pursuant to this Plan or order of the Bankruptcy Court as a Secured Claim.

172. “**Securities**” means any instruments that qualify as a “security” under Section 2(a)(1) of the Securities Act.

173. “**Securities Act**” means the Securities Act of 1933, as now in effect or hereafter amended, or any regulations promulgated thereunder.

174. “**Solicitation Materials**” means any documents, forms, ballots, notices, and other materials provided in connection with the solicitation of votes on this Plan pursuant to sections 1125 and 1126 of the Bankruptcy Code.

175. “**Solicitation Procedures Motion**” means the *Emergency Motion of Debtors for Entry of Order (I) Scheduling Combined Hearing to Consider (A) Final Approval of Disclosure Statement, (B) Approval of Solicitation Procedures and Form of Ballot, and (C) Confirmation of Plan; (II) Establishing an Objection Deadline to Object to Disclosure Statement and Plan; (III) Approving the Form and Manner of Notice of Combined Hearing, Objection Deadline, and Notice of Commencement; (IV) Approving Notice and Objection Procedures for the Assumption or Rejection of Executory Contracts and Unexpired Leases; (V) Conditionally Waiving Requirement of Filing Schedules of Assets and Liabilities, Statements of Financial Affairs, and 2015.3 Reports; (VI) Conditionally Waiving Requirement to Convene the Section 341 Meeting of Creditors; (VII) Conditionally Approving the Disclosure Statement and (VIII) Granting Related Relief* to be filed on the Petition Date.

176. “**Solicitation Procedures Order**” means an order of the Bankruptcy Court granting the relief requested in the Solicitation Procedures Motion.

177. “**Subordinated Claim**” means any Claim against the Debtors that is subject to subordination under section 509(c), section 510(b), or section 510(c) of the Bankruptcy Code, including any Claim for reimbursement, indemnification, or contribution (except indemnification or reimbursement Claims assumed hereunder). For the avoidance of doubt, Subordinated Claim includes any Claim arising out of or related to any agreement for the purchase or sale of securities of the Debtors or any of its Affiliates or any agreements related or ancillary to such agreement for the purchase or sale of securities of the Debtors or any of its Affiliates.

178. “**Third-Party Release**” means the releases given by the Releasing Parties to the Released Parties in Article IX.C.

179. “**Transaction Support Agreement**” means that certain Transaction Support Agreement entered into on December 21, 2024, among the Debtors, Consenting Stockholders and the Consenting Term Lenders and any exhibits, schedules, attachments, or appendices thereto (in each case, as such may be amended, modified, or supplemented in accordance with its terms).

180. “**Transaction Term Sheet**” means the term sheet attached as Exhibit B to the Transaction Support Agreement, together with the exhibits and appendices annexed thereto.

181. “**Transfer Agreement**” means the transfer agreement, substantially in the form attached as Exhibit D to the Transaction Support Agreement, providing, among other things, that a transferee is bound by the terms of the Transaction Support Agreement.

182. “**Unexpired Lease**” means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 or 1123 of the Bankruptcy Code.

183. “**Unimpaired**” means, with respect to a Claim, Interest, or Class of Claims or Interests, not “impaired” within the meaning of sections 1123(a)(4) and 1124 of the Bankruptcy Code.

184. “**United States**” means the United States of America, its agencies, departments, or agents.

185. “**United States Trustee**” means the Office of the United States Trustee for the Southern District of Texas.

186. “**United States Trustee Statutory Fees**” means all fees due under 28 U.S.C § 1930(a)(6).

187. “**Unsecured Claim**” means a Claim that is not secured by a Lien on property in which one of the Debtors’ Estates has an interest.

188. “**Voting Class**” means Class 3 (Prepetition Term Loan Claims).

189. “**Workers’ Compensation Contracts**” means the Debtors’ written contracts, agreements, agreements of indemnity, self-insured workers’ compensation bonds, policies, programs, and plans for workers’ compensation and workers’ compensation Insurance Contracts.

B. *Rules of Interpretation*

1. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) unless otherwise specified, any reference herein to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed, or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented; (d) any reference to any Entity as a Holder of a Claim or Interest includes that Entity’s successors and assigns; (e) unless otherwise specified, all references herein to “Articles” are references to Articles of this Plan; (f) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to this Plan in its entirety rather than to a particular portion of this Plan; (g) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, or other agreement or document created or entered into in connection with this Plan, the rights and obligations arising pursuant to this Plan shall be governed by, and construed and enforced in accordance with, applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (h) unless otherwise specified, the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words “without limitation”; (i) references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable state limited liability company laws; (j) any reference to directors or board of directors includes managers, managing members or any similar governing body, as the context requires, and references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable limited liability company Laws; (k) references to “Proofs of Claim,” “Holders of Claims,” “Disputed Claims,” and the like shall include “Proofs of Interests,” “Holders of Interests,” “Disputed Interests,” and the like, as applicable; (l) captions and headings to Articles and subdivisions thereof are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (m) unless otherwise specified, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (n) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (o) unless otherwise specified, all references to statutes, regulations, orders, rules of courts, and the like shall mean as in effect on the Effective Date and as applicable to the Chapter 11 Cases; (p) any effectuating provisions may be interpreted by the Reorganized Debtors in such a manner that is consistent with the overall purpose and intent of this Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity, and such interpretation shall control; (q) references to docket numbers are references to the docket numbers of documents Filed in the Chapter 11 Cases under the Bankruptcy Court’s CM/ECF system; and (r) all references herein to consent, acceptance, or approval may be conveyed by counsel for the respective parties that have such consent, acceptance, or approval rights, including by electronic mail.

2. Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to this Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day. Unless otherwise specified herein, any references to the “Effective Date” shall mean the Effective Date or as soon as reasonably practicable thereafter.

3. All references in this Plan to monetary figures refer to currency of the United States, unless otherwise expressly provided.

4. Except as otherwise specifically provided in this Plan to the contrary, references in this Plan to the “Debtors” or to the “Reorganized Debtors” mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

C. *Consent Rights*

Notwithstanding anything to the contrary in this Plan, the Combined Order, or the Disclosure Statement, any and all consent, consultation, and approval rights set forth in the Transaction Support Agreement and the DIP & Exit ABL Commitment Letter, including rights and limitations with respect to the form and substance of any Definitive Document (including any amendments, restatements, supplements, or other modifications to such documents, and any consents, waivers, or other deviations under or from any such documents) shall be incorporated herein by this reference (including to the applicable definitions in Article I.A) and fully enforceable as if stated in full herein. In case of a conflict with respect to consent, consultation, or approval rights between the Transaction Support Agreement or a Plan Document, on the one hand, and the Plan, on the other hand, the former shall control and govern.

D. *Appendices and Plan Supplement*

The Plan Supplement and appendices to this Plan are incorporated into this Plan by reference and are a part of this Plan as if set forth in full herein. The documents contained in the exhibits and Plan Supplement shall be approved by the Bankruptcy Court pursuant to the Combined Order.

E. *Deemed Acts*

Whenever an act or event is expressed under this Plan to have been deemed done or to have occurred, it shall be deemed to have been done or to have occurred by virtue of this Plan and/or Combined Order without any further act by any party.

Article II.

**ADMINISTRATIVE CLAIMS, DIP CLAIMS, PRIORITY TAX CLAIMS,
OTHER PRIORITY CLAIMS, AND UNITED STATES TRUSTEE STATUTORY FEES**

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Claims, Priority Tax Claims, and Other Priority Claims have not been classified and thus are excluded from the Classes of Claims and Interests set forth in Article III.

A Claim or Interest is placed in a particular Class only to the extent that such Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. To the extent applicable, a Claim or Interest is placed in a particular Class for all purposes, including voting, Confirmation and distribution under this Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code. However, a Claim or Interest is placed in a particular Class for the purpose of receiving distributions (if any) under this Plan only

to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest and has not been paid, released or otherwise settled prior to the Effective Date.

A. *Administrative Claims*

1. General Administrative Claims

Subject to the terms of the Transaction Support Agreement, the Combined Order, and the provisions of sections 328, 330(a), and 331 of the Bankruptcy Code, except to the extent that a Holder of an Allowed General Administrative Claim and the applicable Debtor(s) or Reorganized Debtor(s), as applicable, agree to less favorable treatment with respect to such Allowed General Administrative Claim, each Holder of an Allowed General Administrative Claim shall receive, in full and final satisfaction of its General Administrative Claim, an amount in Cash equal to the unpaid amount of such Allowed General Administrative Claim in accordance with the following: (a) if such General Administrative Claim is Allowed on or before the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter or, if not then due, when such Allowed General Administrative Claim is due or as soon as reasonably practicable thereafter; (b) if such General Administrative Claim is Allowed after the Effective Date, on the date such General Administrative Claim is Allowed or as soon as reasonably practicable thereafter or, if not then due, when such Allowed General Administrative Claim is due or as soon as reasonably practicable thereafter; (c) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Reorganized Debtors, as the case may be; or (d) at such time and upon such terms as set forth in an order of the Bankruptcy Court; *provided*, that Allowed General Administrative Claims that arise in the ordinary course of the Debtors' businesses during the Chapter 11 Cases shall be paid by such applicable Debtor or Reorganized Debtor in full in Cash in the ordinary course of business in accordance with the terms and conditions of any controlling agreements, course of dealing, course of business, or industry practice without further notice to or order of the Bankruptcy Court. Nothing in the foregoing or otherwise in this Plan shall prejudice the Debtors' or the Reorganized Debtors' rights and defenses regarding any asserted General Administrative Claim.

2. Professional Fee Claims

a. *Professional Fee Applications*

All final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred before the Effective Date must be Filed no later than thirty (30) days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, the Bankruptcy Rules, and prior Bankruptcy Court orders. Subject to any applicable agreements by the Retained Professionals with respect to Professional Fee Claims, the Reorganized Debtors shall pay Professional Fee Claims owing to the Retained Professionals in Cash in the amount the Bankruptcy Court Allows from funds held in the Professional Fee Escrow Account, as soon as reasonably practicable after such Professional Fee Claims are Allowed by entry of an order of the Bankruptcy Court; *provided*, that the Debtors' and the Reorganized Debtors' obligations to pay Allowed Professional Fee Claims shall not be limited or deemed limited to funds held in the Professional Fee Escrow Account. To the extent that funds held in the Professional Fee Escrow Account are insufficient to satisfy the Allowed amount of Professional Fee Claims owing to the Retained Professionals, the Reorganized Debtors shall pay such amounts within ten (10) Business Days of entry of the order approving such Professional Fee Claims.

b. *Professional Fee Escrow Account*

No later than the anticipated Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Escrow Amount.

The Professional Fee Escrow Account shall be maintained in trust solely for the Retained Professionals and for no other Entities until all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full in Cash pursuant to one or more Final Orders of the Bankruptcy Court. No Liens, Claims, or Interests shall encumber the Professional Fee Escrow Account or Cash held in the Professional Fee Escrow Account in any way. No funds held in the Professional Fee Escrow Account shall be property of the Estates of the Debtors or the Reorganized Debtors. When all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full in Cash pursuant to one or more Final Orders of the Bankruptcy Court, any remaining funds held in the Professional Fee Escrow Account shall be remitted to the Reorganized Debtors without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity being required.

c. *Professional Fee Escrow Amount*

No later than five (5) days before the anticipated Effective Date, each Retained Professional shall deliver to the Debtors a reasonable and good-faith estimate of their unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Effective Date projected to be outstanding as of the anticipated Effective Date. For the avoidance of doubt, no such estimate shall be considered or deemed an admission or limitation with respect to the amount of the fees and expenses that are the subject of a Retained Professional's final request for payment of Professional Fee Claims Filed with the Bankruptcy Court, and such Retained Professionals are not bound to any extent by the estimates. If a Retained Professional does not provide an estimate, the Debtors may estimate the unpaid and unbilled fees and expenses of such Retained Professional. The total aggregate amount so estimated to be outstanding as of the anticipated Effective Date shall be utilized by the Debtors to determine the amount to be funded to the Professional Fee Escrow Account; *provided*, that the Reorganized Debtors shall use Cash on hand to increase the amount of the Professional Fee Escrow Account to the extent fee applications are Filed after the Effective Date in excess of the amount held in the Professional Fee Escrow Account based on such estimates.

For the avoidance of doubt, the terms of this Article II.A.2.c shall not apply to the parties entitled to receive the Restructuring Fees and Expenses, which are authorized to be paid in accordance with the Combined Order, this Plan, engagement and/or fee letters with the Debtors, the Transaction Support Agreement, the DIP Facilities Documents, and the DIP & Exit ABL Commitment Letter (as applicable).

B. *DIP Claims*

Except to the extent that a Holder of an Allowed DIP Term Loan Claim and the Debtors have agreed in writing to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and the discharge of each DIP Term Loan Claim, each Holder of a DIP Term Loan Claim shall receive, on the Effective Date and on account of such DIP Term Loan Claim, its: (a) pro rata share, based on such Holder's ratable share of the First-Out DIP Term Loans (as defined in the DIP/Cash Collateral Orders), of 64% of the New Equity Interests on account of the DIP Equity Premium (subject to dilution on account of the MIP), and (b) Pro Rata Share of the Exit Term Loans. All Holders of DIP Term Loan Claims have consented to their treatment under this Plan pursuant to the terms of the Transaction Support Agreement and the applicable DIP Facilities Documents.

Except to the extent that a Holder of an Allowed DIP ABL Loan Claim and the Debtors have agreed in writing to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and the discharge of each DIP ABL Loan Claim, each Holder of a DIP ABL Loan Claim (a) shall receive on the Effective Date and on account of such DIP ABL Loan Claim, its Pro Rata Share of the Exit ABL Loans or (b) shall receive, in full and final satisfaction, settlement, release and discharge of, and in exchange for such DIP ABL Loan Claims, payment in full in Cash as part of a refinancing in full on terms acceptable to the Company Parties and the Required Consenting Term Lenders. All Holders of DIP ABL Loan Claims

have consented to their treatment under this Plan pursuant to the terms of the Transaction Support Agreement and the applicable DIP Facilities Documents.

C. *Priority Tax Claims*

Except to the extent that a Holder of an Allowed Priority Tax Claim and the Debtor(s) against which such Allowed Priority Tax Claim is asserted (i) agree to a less favorable treatment, or (ii) has already been paid during the Chapter 11 Cases on account of such Priority Tax Claim, in exchange for full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code. Nothing in the foregoing or otherwise in this Plan shall prejudice the Debtors' or the Reorganized Debtors' rights and defenses regarding any asserted Priority Tax Claim.

D. *Other Priority Claims*

Except to the extent that a Holder of an Allowed Other Priority Claim and the Debtor(s) against which such Allowed Other Priority Claim is asserted agree to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and the discharge of each Allowed Other Priority Claim, each Holder of an Allowed Other Priority Claim due and payable on or before the Effective Date shall receive, as soon as reasonably practicable after the Effective Date, on account of such Claim: (1) Cash in an amount equal to the amount of such Allowed Other Priority Claim; (2) Reinstatement or such other treatment rendering its Allowed Other Priority Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code; or (3) Cash in an amount agreed to by the applicable Debtor or Reorganized Debtor, as applicable, and such Holder. To the extent any Allowed Other Priority Claim is not due and owing on or before the Effective Date, such Claim shall be paid in full in Cash in accordance with the terms of any agreement between the Debtors (or the Reorganized Debtors, as applicable) and such Holder, or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business. Nothing in the foregoing or otherwise in this Plan shall prejudice the Debtors' or the Reorganized Debtors' rights and defenses regarding any asserted Other Priority Claim.

E. *United States Trustee Statutory Fees*

The Debtors and the Reorganized Debtors, as applicable, shall pay all United States Trustee Statutory Fees, for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

F. *Restructuring Fees and Expenses*

The Restructuring Fees and Expenses incurred, or estimated to be incurred, up to and including the Effective Date (or, with respect to necessary post-Effective Date activities, after the Effective Date), shall be paid in full in Cash on the Effective Date in accordance with, and subject to, the terms of the Transaction Support Agreement or the DIP/Cash Collateral Orders, as applicable (unless otherwise provided in any other order of the Bankruptcy Court), without any requirement to file a fee application with the Bankruptcy Court or without any requirement for Bankruptcy Court or United States Trustee review or approval (unless otherwise provided in any other order of the Bankruptcy Court), or without notice and a hearing pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise. All Restructuring Fees and Expenses to be paid on the Effective Date shall be estimated before and as of the Effective Date and such estimates shall be delivered to the Debtors at least three (3) days before the anticipated Effective Date; *provided, however*, that such estimates shall not be considered an admission or limitation with respect to such Restructuring Fees and Expenses. On the Effective Date, or as soon as practicable thereafter, final invoices for all Restructuring Fees and Expenses incurred before and as of the Effective Date shall be submitted to the

Debtors. In addition, the Debtors and the Reorganized Debtors, as applicable, shall continue to pay, when due and payable in the ordinary course, pre-Effective Date Restructuring Fees and Expenses related to this Plan and the implementation, consummation, and defense of this Plan and the Restructuring Transactions, incurred before the Effective Date, in accordance with any engagement and/or fee letters with the Debtors, the Transaction Support Agreement, the DIP Facilities Documents, and the DIP & Exit ABL Commitment Letter (as applicable).

G. *Post-Effective Date Fees and Expenses*

Except as otherwise specifically provided in the Plan, from and after the Effective Date, the Reorganized Debtors may, in the ordinary course of business and without any further notice to or action, order or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to the implementation and consummation of the Plan incurred by the Reorganized Debtors following the Effective Date that are agreed to be paid by the Reorganized Debtors. Without in any way limiting the foregoing, the Reorganized Debtors will pay in Cash all reasonable and documented fees and expenses of the Ad Hoc Group Advisors in accordance with the terms of the Transaction Support Agreement. Upon the Effective Date, any requirement that Retained Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Reorganized Debtors may employ and pay any professional for services rendered or expenses incurred after the Effective Date in the ordinary course of business without any further notice to or action, order or approval of the Bankruptcy Court.

Article III.

CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. *Classification of Claims*

This Plan constitutes a separate chapter 11 Plan of reorganization for each Debtor. The provisions of this Article III govern Claims against and Interests in the Debtors. Except for the Claims addressed in Article II (or as otherwise set forth herein), all Claims and Interests are placed in Classes for each of the applicable Debtors. For all purposes under this Plan, each Class shall exist for each of the Debtors; *provided*, that any Class that is vacant as to a particular Debtor shall be treated in accordance with Article III.G. In accordance with section 1123(a)(1) of the Bankruptcy Code, the Debtors have not classified Administrative Claims, DIP Claims, Priority Tax Claims, and Other Priority Claims as described in Article II.

The categories of Claims and Interests listed below classify Claims and Interests for all purposes, including voting, Confirmation, and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. This Plan deems a Claim or Interest to be classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. A Claim or an Interest is in a particular Class only to the extent that any such Claim or Interest is Allowed in that Class and has not been paid or otherwise settled before the Effective Date.

Summary of Classification and Treatment of Claims and Interests

Class	Claim	Status	Voting Rights
1	Other Secured Claims	Unimpaired	Presumed to Accept

2	Prepetition ABL Claims	Unimpaired	Presumed to Accept
3	<i>Prepetition Term Loan Claims</i>	<i>Impaired</i>	<i>Entitled to Vote</i>
4	General Unsecured Claims	Unimpaired	Presumed to Accept
5	Subordinated Claims	Impaired	Deemed to Reject
6	Intercompany Claims	Impaired / Unimpaired	Deemed to Reject / Presumed to Accept
7	Intercompany Interests	Impaired / Unimpaired	Deemed to Reject / Presumed to Accept
8	Existing Equity Interests	Impaired	Deemed to Reject

B. *Treatment of Claims and Interests*

1. *Class 1 — Other Secured Claims*

- a. *Classification:* Class 1 consists of all Other Secured Claims.
- b. *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Other Secured Claim, each Holder of an Allowed Other Secured Claim, at the option of the applicable Debtor (with the consent of the Required Consenting Term Lenders), shall, on the Effective Date, (i) be paid in full in Cash including the payment of any interest required to be paid under section 506(b) of the Bankruptcy Code, (ii) receive the collateral securing its Allowed Other Secured Claim, or (iii) receive any other treatment that would render such Claim Unimpaired.
- c. *Voting:* Class 1 is Unimpaired, and Holders of Other Secured Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Other Secured Claims are not entitled to vote to accept or reject this Plan. Holders of Other Secured Claims shall be provided a Release Opt-Out Form solely for purposes of affirmatively opting out of the Third-Party Release.

2. *Class 2 — Prepetition ABL Claims*

- a. *Classification:* Class 2 consists of all Prepetition ABL Claims.
- b. *Allowance:* any “Obligations” (as defined in the Prepetition ABL Credit Agreement) outstanding as of the Effective Date shall be Allowed pursuant to the terms of the Prepetition ABL Credit Agreement.
- c. *Treatment:* Upon the ABL Refinancing (as defined in the Interim DIP/Cash Collateral Order), each Holder of an Allowed Prepetition ABL Claim shall have received, in full and final satisfaction, settlement, release and discharge of, and in exchange for such Allowed Prepetition ABL Claim, payment in full in Cash

(including the replacement or Cash collateralization of all issued and undrawn letters of credit in accordance with and in the amounts specified under the Prepetition ABL Credit Agreement). To the extent any “Obligations” (as defined in the Prepetition ABL Credit Agreement) are outstanding on the Effective Date, the Claims on account of such “Obligations” shall receive treatment as necessary to render such Claims Unimpaired, including repayment in Cash of any such Claims required to be satisfied in Cash pursuant to the terms of the Prepetition ABL Credit Agreement.

- d. *Voting:* Class 2 is Unimpaired, and Holders of Prepetition ABL Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Prepetition ABL Claims are not entitled to vote to accept or reject this Plan. Holders of Prepetition ABL Claims shall be provided a Release Opt-Out Form solely for purposes of affirmatively opting out of the Third-Party Release.

3. *Class 3 — Prepetition Term Loan Claims*

- a. *Classification:* Class 3 consists of all Prepetition Term Loan Claims.
- b. *Allowance:* Prepetition Term Loan Claims shall be deemed Allowed in the aggregate principal amount of \$163,125,321.74 plus any accrued and unpaid interest as of the Petition Date, *less* the amount of Prepetition Term Loan Claims converted into DIP Roll-Up Term Loan Claims.
- c. *Treatment:* Except to the extent that a Holder of a Prepetition Term Loan Claim agrees to less favorable treatment, on the Effective Date, each Holder of an Allowed Prepetition Term Loan Claim shall receive, in full and final satisfaction, settlement, release, and discharge and in exchange for each Allowed Prepetition Term Loan Claim, its Pro Rata Share of 100% of the New Equity Interests, subject to dilution by the Management Incentive Plan and the DIP Equity Premium.
- d. *Voting:* Class 3 is Impaired, and Holders of Prepetition Term Loan Claims are entitled to vote to accept or reject this Plan.

4. *Class 4 — General Unsecured Claims*

- a. *Classification:* Class 4 consists of all General Unsecured Claims.
- b. *Treatment:* Subject to Article V.C and except to the extent that a Holder of a General Unsecured Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge and in exchange for each Allowed General Unsecured Claim, each Holder of an Allowed General Unsecured Claim against a Debtor shall receive payment in full in Cash in accordance with applicable law and the terms and conditions of the particular transaction giving rise to, or the agreement that governs, such Allowed General Unsecured Claim on the later of (i) the date due in the ordinary course of business or (ii) the Effective Date; *provided, however*, that no Holder of an Allowed General Unsecured Claim shall receive any distribution for any Claim that has previously been satisfied pursuant to a Final Order of the Bankruptcy Court.
- c. *Voting:* Class 4 is Unimpaired, and Holders of General Unsecured Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of

the Bankruptcy Code. Therefore, Holders of General Unsecured Claims are not entitled to vote to accept or reject this Plan. Holders of General Unsecured Claims shall be provided a Release Opt-Out Form solely for purposes of affirmatively opting out of the Third-Party Release.

5. Class 5 — Subordinated Claims

- a. *Classification:* Class 5 consists of all Subordinated Claims.
- b. *Treatment:* On the Effective Date, each Subordinated Claim shall be cancelled, released and extinguished, and each Holder of a Subordinated Claim shall not receive or retain any distribution, property, or other value on account of its Subordinated Claim.
- c. *Voting:* Class 5 is Impaired and not receiving any distribution under this Plan, and Holders of Subordinated Claims are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Subordinated Claims are not entitled to vote to accept or reject this Plan.

6. Class 6 — Intercompany Claims

- a. *Classification:* Class 6 consists of all Intercompany Claims.
- b. *Treatment:* No property shall be distributed to the Holders of Allowed Intercompany Claims. Unless otherwise provided for under this Plan, on the Effective Date, at the option of the applicable Debtor with the consent of the Required Consenting Lenders, Intercompany Claims shall be either: (i) Reinstated; or (ii) set off, settled, distributed, contributed, merged, canceled, or released. For the avoidance of doubt, all Intercompany Claims between Debtors and Non-Debtor Affiliates shall ride through and continue in full force and effect unless otherwise agreed by the applicable Debtor and Non-Debtor Affiliate.
- c. *Voting:* Class 6 is either (i) Unimpaired, in which case Holders of Allowed Intercompany Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code, or (ii) Impaired, and not receiving any distribution under this Plan, in which case Holders of Allowed Intercompany Claims are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, in each case, Holders of Allowed Intercompany Claims are not entitled to vote to accept or reject this Plan.

7. Class 7 — Intercompany Interests

- a. *Classification:* Class 7 consists of all Intercompany Interests.
- b. *Treatment:* No property shall be distributed to the Holders of Allowed Intercompany Interests. Unless otherwise provided for under this Plan, on the Effective Date, at the option of the applicable Debtor with the consent of the Required Consenting Lenders, Intercompany Interests shall be either: (i) Reinstated; or (ii) set off, settled, distributed, contributed, merged, canceled, or released.
- c. *Voting:* Class 7 is either (i) Unimpaired, in which case Holders of Allowed Intercompany Interests are conclusively presumed to have accepted this Plan

pursuant to section 1126(f) of the Bankruptcy Code, or (ii) Impaired, and not receiving any distribution under this Plan, in which case Holders of Allowed Intercompany Interests are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, in each case, Holders of Allowed Intercompany Interests are not entitled to vote to accept or reject this Plan.

8. Class 8 — Existing Equity Interests

- a. *Classification:* Class 8 consists of all Existing Equity Interests.
- b. *Treatment:* Holders of Existing Equity Interests are not entitled to receive a recovery or distribution on account of such Existing Equity Interests. On the Effective Date, Existing Equity Interests shall be canceled, released, discharged, and extinguished, and shall be of no further force or effect.
- c. *Voting:* Class 8 is Impaired and not receiving any distribution under this Plan, and Holders of Existing Equity Interests are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Existing Equity Interests are not entitled to vote to accept or reject this Plan.

C. Acceptance or Rejection of this Plan

1. Presumed Acceptance of this Plan

Claims in Classes 1, 2 and 4 are Unimpaired under this Plan and their Holders are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Claims in Classes 1, 2 and 4 are not entitled to vote on this Plan and the votes of such Holders shall not be solicited. Notwithstanding their non-voting status, Holders of such Claims shall receive a Release Opt-Out Form solely for purposes of affirmatively opting out of the Third-Party Release.

2. Voting Classes

Claims in Class 3 are Impaired under this Plan and the Holders of Allowed Claims in such Class are entitled to vote to accept or reject this Plan, including by acting through a voting Representative. For purposes of determining acceptance and rejection of this Plan, votes shall be tabulated on a Debtor-by-Debtor basis.

Pursuant to section 1126(c) of the Bankruptcy Code, an Impaired Class of Claims shall have accepted this Plan if (a) the Holders, including Holders acting through a voting Representative, of at least two-thirds (2/3) in amount of Claims actually voting in such Class have voted to accept this Plan and (b) the Holders, including Holders acting through a voting Representative, of more than one-half (1/2) in number of Claims actually voting in such Class have voted to accept this Plan. Holders of Claims in Class 3 (or, if applicable, the voting Representatives of such Holders) shall receive ballots containing detailed voting instructions. For the avoidance of doubt, each Claim in any Class entitled to vote to accept or reject this Plan that is not Allowed pursuant to this Plan, and in each case, is wholly contingent, unliquidated, or Disputed, in each case, shall be accorded one (1) vote and valued at one dollar (\$1.00) for voting purposes only, and not for purposes of allowance or distribution.

3. Deemed Rejection of this Plan

Claims and Interests in Class 5 and 8 are Impaired and will receive no distribution under this Plan and are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Claims and Interests in Classes 5 and 8 are not entitled to vote on this Plan and the votes of such

Holders shall not be solicited. Notwithstanding their non-voting status, Holders of such Claims and Interests shall receive a Release Opt-Out Form solely for purposes of affirmatively opting out of the Third-Party Release.

4. Presumed Acceptance of this Plan or Deemed Rejection of this Plan

Claims and Interests in Classes 6 and 7 are either (a) Unimpaired and, therefore, conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code, or (b) Impaired and shall receive no distributions under this Plan and, therefore, deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Claims and Interests in Classes 6 and 7 are not entitled to vote on this Plan and votes of such Holders shall not be solicited.

D. *Confirmation Pursuant to Section 1129(a)(10) and 1129(b) of the Bankruptcy Code*

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of this Plan by an Impaired Class of Claims entitled to vote (*i.e.*, Class 3). The Debtors shall seek Confirmation pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify this Plan in accordance with Article XI to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and Bankruptcy Rules.

E. *Subordinated Claims*

The allowance, classification, and treatment of all Allowed Claims and Interests, and the respective distributions and treatments under this Plan, shall take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, sections 509 or 510 of the Bankruptcy Code, or otherwise; *provided*, that, notwithstanding the foregoing, such Allowed Claims or Interests and their respective treatments set forth herein shall not be subject to setoff, demand, recharacterization, turnover, disgorgement, avoidance, or other similar rights of recovery asserted by any Person. Pursuant to section 510 of the Bankruptcy Code, except where otherwise provided herein, the Reorganized Debtors reserve the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination rights relating thereto. The Debtors or Reorganized Debtors, as applicable, reserve the right to seek a ruling from the Bankruptcy Court determining whether any Claim should be subordinated pursuant to section 510(b) of the Bankruptcy Code and treated under the Plan as a Class 5 Subordinated Claim.

F. *Special Provision Governing Unimpaired Claims*

Except as otherwise provided herein, nothing under this Plan shall affect or limit the Debtors' or the Reorganized Debtors' rights and defenses (whether legal or equitable) in respect of any Unimpaired Claims, including, without limitation, all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

G. *Vacant and Abstaining Classes*

Any Class of Claims or Interests that is not occupied as of the commencement of the Combined Hearing by an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed under Bankruptcy Rule 3018 shall be deemed eliminated from this Plan for purposes of voting to accept or reject this Plan and for purposes of determining acceptance or rejection of this Plan by such Class pursuant to

section 1129(a)(8) of the Bankruptcy Code. Moreover, any Class of Claims that is occupied as of the commencement of the Combined Hearing by an Allowed Claim or a Claim temporarily Allowed under Bankruptcy Rule 3018, but as to which no vote is cast, shall be deemed to accept this Plan pursuant to section 1129(a)(8) of the Bankruptcy Code.

H. *Controversy Concerning Impairment*

If a controversy arises as to whether any Claim or Interest (or any Class of Claims or Interests) are Impaired under this Plan, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date, absent consensual resolution of such controversy consistent with the Transaction Support Agreement among the Debtors and the complaining Entity or Entities.

I. *Intercompany Interests and Intercompany Claims*

To the extent Intercompany Interests and Intercompany Claims are Reinstated under this Plan, distributions on account of such Intercompany Interests and Intercompany Claims are not being received by Holders of such Intercompany Interests or Intercompany Claims, but for the purposes of administrative convenience and to maintain the Debtors' (and their Affiliates') corporate structure, for the ultimate benefit of the Holders of New Equity Interests, to preserve ordinary course intercompany operations, and in exchange for the Debtors' and Reorganized Debtors' agreement under this Plan to make certain distributions to the Holders of Allowed Claims.

J. *Disputed Claims Process*

Notwithstanding section 502(a) of the Bankruptcy Code, and in light of the Unimpaired status of all Allowed General Unsecured Claims under this Plan, Holders of Claims (other than Holders of Rejection Damages Claims) need not File Proofs of Claim. The Reorganized Debtors and the Holders of Claims shall determine, adjudicate, and resolve any disputes over the validity and amounts of such Claims in the ordinary course of business as if the Chapter 11 Cases had not been commenced except that (unless expressly waived pursuant to this Plan) the Allowed amount of such Claims shall be subject to the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 and 503 of the Bankruptcy Code, to the extent applicable. All Proofs of Claim Filed in these Chapter 11 Cases (other than Rejection Damages Claims) shall be considered objected to and Disputed without further action by the Debtors. Upon the Effective Date, all Proofs of Claim Filed against the Debtors (other than Rejection Damages Claims), regardless of the time of filing, and including Proofs of Claim Filed after the Effective Date, shall be deemed withdrawn and expunged, other than as provided below. Notwithstanding anything in this Plan to the contrary, disputes regarding the amount of any Cure Cost pursuant to section 365 of the Bankruptcy Code and Claims that the Debtors seek to have determined by the Bankruptcy Court, shall in all cases be determined by the Bankruptcy Court.

Notwithstanding the foregoing, the Debtors and the Reorganized Debtors, as applicable, reserve the right to object to any Claim that is entitled, or deemed to be entitled, to a distribution under this Plan or is rendered Unimpaired under this Plan in the Bankruptcy Court. Any disputes regarding the Allowance of a Rejection Damages Claim shall be determined by the Bankruptcy Court.

For the avoidance of doubt, there is no requirement to File a Proof of Claim (or move the Bankruptcy Court for Allowance) to be an Allowed Claim under this Plan. Notwithstanding the foregoing, Entities must File Cure Cost objections as set forth in this Plan to the extent such Entity disputes the amount of the Cure Cost proposed to be paid by the Debtors or the Reorganized Debtors to a counterparty, and Entities that are counterparties to a rejected Executory Contract or Unexpired Lease must file a Rejection Damages Claim as set forth in the Plan.

Article IV.
MEANS FOR IMPLEMENTATION OF THIS PLAN

A. *General Settlement of Claims and Interests*

In consideration for the classification, distributions, releases, and other benefits provided under this Plan, on the Effective Date, the provisions of this Plan shall constitute a set of integrated, good-faith compromises and settlements of all Claims, Interests, Causes of Action, and controversies resolved pursuant to this Plan and this Plan shall be deemed a motion to approve the good-faith compromises and settlements of all Claims, Interests, Causes of Action, and controversies pursuant to Bankruptcy Rule 9019. Entry of the Combined Order shall constitute the Bankruptcy Court's approval of such compromises and settlements under Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such integrated compromises or settlements are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests, and are fair, equitable, and reasonable. Subject to Article VI, distributions made to Holders of Allowed Claims in any Class are intended to be and shall be final and indefeasible and shall not be subject to avoidance, turnover, or recovery by any other Person. Notwithstanding the foregoing or similar provisions of this Plan with respect to settlements, such settlements are approved as among the parties to such settlement or similar agreements thereto, and the treatment of all Claims and Interests is approved pursuant to Confirmation by satisfying the requirement of section 1129 of the Bankruptcy Code.

B. *Restructuring Transactions*

Without limiting any rights and remedies of the Debtors or Reorganized Debtors under this Plan or applicable law, but in all cases subject to the terms and conditions of the Transaction Support Agreement, the Transaction Term Sheet, and Definitive Documents and any consents or approvals required thereunder, the entry of the Combined Order shall constitute authorization for the Debtors and Reorganized Debtors, as applicable, to take, or to cause to be taken, all actions necessary or appropriate to consummate and implement the provisions of this Plan before, on, and after the Effective Date, including such actions as may be necessary or appropriate to effectuate a corporate restructuring of their respective businesses and to otherwise simplify the overall corporate structure of the Reorganized Debtors. Such restructuring may include (1) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, disposition, liquidation, or dissolution containing terms that are consistent with the terms of this Plan, the Transaction Support Agreement, the Transaction Term Sheet, and the other Definitive Documents and that satisfy the applicable requirements of applicable state law and such other terms to which the applicable Entities may agree; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, duty, or obligation on terms consistent with the terms of this Plan, the Transaction Support Agreement, the Transaction Term Sheet, and the other Definitive Documents and having such other terms to which the applicable Entities may agree; (3) the execution, delivery, and filing, if applicable, of the New Organizational Documents and the Exit Facilities Documents; (4) the filing of appropriate certificates or articles of conversion, formation, incorporation, merger, consolidation, or dissolution with the appropriate governmental authorities pursuant to applicable state law; and (5) all other actions that the Debtors, the Reorganized Debtors and/or the applicable Entities reasonably determine to be necessary or appropriate, including making filings or recordings that may be required by applicable state law or foreign law in connection with such transactions, but in all cases subject to the terms and conditions of this Plan, the Transaction Support Agreement, the Transaction Term Sheet, and the other Definitive Documents and any consents or approvals required thereunder.

The Combined Order shall and shall be deemed to, pursuant to both section 1123 and section 363 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the

Restructuring Transactions (including any other transaction described in, approved by, contemplated by, or necessary to effectuate this Plan).

C. *Corporate Existence*

Except as otherwise provided in this Plan, or as otherwise may be agreed between the Debtors and the Required Consenting Lenders, each Debtor, as a Reorganized Debtor, shall continue to exist after the Effective Date as a separate corporate Entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each Debtor is incorporated or formed and pursuant to the respective memorandum and articles of association, certificate of incorporation and bylaws (or other formation documents) in effect before the Effective Date, except to the extent such memorandum and articles of association, certificate of incorporation and bylaws (or other formation documents) are amended by this Plan, by the Debtors, or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to this Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law), without prejudice to any right to alter or terminate such existence (whether by merger or otherwise) in accordance with such applicable law.

On or after the Effective Date, without prejudice to the rights of any party to a contract or other agreement with any Reorganized Debtor, each Reorganized Debtor may, without the need for approval of the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, take such action as permitted by applicable law, and such Reorganized Debtor's Organizational Documents, as such Reorganized Debtor may determine is reasonable and appropriate, including, without limitation, causing: (a) a Reorganized Debtor to be merged into another Reorganized Debtor or an Affiliate of a Reorganized Debtor; (b) a Reorganized Debtor to be dissolved; (c) the conversion of a Reorganized Debtor from one entity type to another entity type; (d) the legal name of a Reorganized Debtor to be changed; (e) the closure of a Reorganized Debtor's Chapter 11 Case on the Effective Date or any time thereafter; or (f) the reincorporation of a Reorganized Debtor under the law of jurisdictions other than the law under which the applicable Debtor currently is incorporated.

D. *Vesting of Assets in the Reorganized Debtors Free and Clear of Liens and Claims*

Except as otherwise expressly provided in this Plan or any agreement, instrument, or other document incorporated herein pursuant to sections 1123(a)(5), 1123(b)(3), 1141(b) and (c), and other applicable provisions of the Bankruptcy Code, on and after the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to this Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, other encumbrances or interests, except for those Liens, Claims, charges, or other encumbrances arising from or related to the Exit Facility Documents. On and after the Effective Date, the Reorganized Debtors may (1) operate their respective businesses, (2) use, acquire, and dispose of their respective property, and (3) prosecute, compromise or settle any Claims, Interests, or Causes of Action, in each case without notice to, supervision of, or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, including for the avoidance of doubt any restrictions on the use, acquisition, sale, lease, or disposal of property under section 363 of the Bankruptcy Code. Anything in this Plan to the contrary notwithstanding, the Unimpaired Claims against a Debtor shall remain the obligations solely of such Debtor or such Reorganized Debtor and shall not become obligations of any other Debtor or Reorganized Debtor by virtue of this Plan, the Chapter 11 Cases, or otherwise.

E. *Cancellation of Existing Agreements and Existing Equity Interests.*

On the Effective Date, except with respect to the Exit Facilities Documents, or to the extent otherwise provided in this Plan, the Combined Order, or any other Definitive Document, all notes, bonds, indentures, certificates, securities, purchase rights, options, warrants, calls, puts, awards, commitments, registration rights, preemptive rights, rights of first refusal, rights of first offer, co-sale rights, investor rights, collateral agreements, subordination agreements, or other instruments or documents directly or indirectly evidencing, creating, or relating to any existing indebtedness or obligations of or ownership interest in the Debtors or giving rise to any rights or obligations relating to Claims against or Interests in the Debtors shall be deemed canceled and surrendered, and the obligations of the Debtors or the Reorganized Debtors, as applicable, and any Non-Debtor Affiliates thereunder or in any way related thereto shall be deemed satisfied in full, released, and discharged and the obligations of the Debtors pursuant, relating, or pertaining to any agreements, notes, bonds, indentures, certificates, securities, purchase rights, options, warrants, calls, puts, awards, commitments, registration rights, preemptive rights, rights of first refusal, rights of first offer, co-sale rights, investor rights, collateral agreements, subordination agreements, or other instruments or documents directly or indirectly evidencing, creating, or relating to any existing indebtedness or obligations of or ownership interest in the Debtors or giving rise to any rights or obligations relating to Claims against or Interests in the Debtors (except such agreements, certificates, notes, or other instruments evidencing indebtedness or obligations of the Debtors that are specifically Reinstated or assumed pursuant to this Plan, if any) shall be released and discharged; *provided*, that, notwithstanding such cancellation, satisfaction, release, and discharge, anything to the contrary contained in this Plan or the Combined Order, Confirmation, or the occurrence of the Effective Date, any such document or instrument that governs the rights, claims, or remedies of the Holder of a Claim or Interest shall continue in effect solely for purposes of: (1) enabling the Holder of such Claim or Interest to receive distributions on account of such Claim or Interest under this Plan as provided herein; (2) allowing and preserving the rights of the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to make distributions as specified under this Plan on account of Allowed Claims, as applicable, including allowing the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to submit invoices for any amount and enforce any obligation owed to them under this Plan to the extent authorized or allowed by the applicable documents; (3) permitting the Reorganized Debtors and any other Distribution Agent, as applicable, to make distributions on account of applicable Claims and Interests, as applicable; (4) preserving the Prepetition Agents', DIP Agents', and Exit Facility Agents', as applicable, rights, if any, to compensation and indemnification as against any money or property distributable to the Holders of Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims, as applicable, including permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to maintain, enforce, and exercise any priority of payment or charging liens against such distributions each pursuant and subject to the terms of the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and DIP Credit Agreement, as applicable, as in effect on or immediately before the Effective Date, (5) preserving all rights, remedies, indemnities, powers, and protections, including rights of enforcement, of the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, against any person other than a Released Party (which Released Parties include the Debtors, Reorganized Debtors, and Non-Debtor Affiliates), and any exculpations of the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable; *provided*, that the Prepetition Agents, DIP Agents, and Exit Facility Agents, shall remain entitled to indemnification or contribution from the Holders of Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims, each pursuant and subject to the terms of the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and DIP Credit Agreement, as applicable, as in effect on the Effective Date, (6) permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to enforce any obligation (if any) owed to them under this Plan, (7) permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents to appear in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court, and (8) permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents, to perform any functions that are necessary to effectuate the foregoing; *provided, however*, that nothing in this Article

IV shall affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Combined Order, or this Plan, or (except as set forth in (5) above) the releases of the Released Parties pursuant to Article IX, or result in any expense or liability to the Debtors or Reorganized Debtors, as applicable, except as expressly provided for in this Plan. For the avoidance of doubt, nothing in this Article IV shall cause the Reorganized Debtors' obligations under the Exit Facilities Documents to be deemed satisfied in full, released, or discharged; *provided*, that notwithstanding this sentence, the Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims shall be deemed satisfied in full, released, and discharged on the Effective Date. In furtherance of the foregoing, as of the Effective Date, Holders of Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims shall be deemed to have released any such Claims against the Reorganized Debtors under the Prepetition ABL Facility Documents, Prepetition Term Loan Documents, and DIP Facilities Documents and are enjoined from pursuing any such claims against any of the Reorganized Debtors in respect of such Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims.

On the Effective Date, the Prepetition Agents, the DIP Agents, and each of their respective directors, officers, employees, agents, Affiliates, controlling persons, and legal and financial advisors shall be automatically and fully released and discharged from any further responsibility under the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and DIP Credit Agreement, as applicable. The Prepetition Agents, DIP Agents, and each of their respective directors, officers, employees, agents, Affiliates, controlling persons, and legal and financial advisors shall be discharged and shall have no further obligation or liability except as provided in this Plan and the Combined Order, and after the performance by the Prepetition Agents, DIP Agents, and their Representatives and professionals of any obligations and duties required under or related to this Plan or the Combined Order, the Prepetition Agents, DIP Agents, and each of their respective directors, officers, employees, agents, Affiliates, controlling persons, and legal and financial advisors shall be relieved of and released from any obligations and duties arising thereunder. The fees, expenses, and costs of the Prepetition Agents and the DIP Agents, including fees, expenses, and costs of each of their respective professionals incurred after the Effective Date in connection with the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, or DIP Credit Agreement, as applicable, and reasonable and documented fees, costs, and expenses associated with effectuating distributions pursuant to this Plan, including the fees and expenses of counsel, if any, shall be paid in accordance with the terms of this Plan and the applicable Definitive Documents.

F. *Sources for Plan Distributions and Transfers of Funds Among Debtors*

The Debtors shall fund Cash distributions under this Plan with Cash on hand, including Cash from operations, and the proceeds of the DIP Facilities and Exit Facilities. The Debtors shall make non-Cash distributions as required under the Plan in the form of Exit Term Loans, Exit ABL Loans and New Equity Interests. Cash payments to be made pursuant to this Plan shall be made by the Reorganized Debtors in accordance with Article VI. Subject to any applicable limitations set forth in any post-Effective Date agreement (including the New Organizational Documents), the Reorganized Debtors shall be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Reorganized Debtors to satisfy their obligations under this Plan. Except as set forth herein, any changes in intercompany account balances resulting from such transfers shall be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and shall not violate the terms of this Plan.

From and after the Effective Date, the Reorganized Debtors, subject to any applicable limitations set forth in any post-Effective Date agreement (including the New Organizational Documents and the Exit Facilities Documents), shall have the right and authority without further order of the Bankruptcy Court to raise additional capital and obtain additional financing in accordance with, and subject to, applicable law.

G. *Exit Facilities and Exit Facilities Documents*

To the extent required and subject to the occurrence of the Effective Date, Confirmation of this Plan shall be deemed to constitute approval by the Bankruptcy Court of the Exit Facilities Documents (including all transactions contemplated thereby, such as any supplementation or syndication of the Exit Term Loans, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the incurrence of Liens securing the Exit Facilities and the payment of all fees, payments, indemnities, and expenses associated therewith) and, subject to the occurrence of the Effective Date, authorization for the applicable Reorganized Debtors to enter into and perform their obligations under the Exit Facilities Documents and such other documents as may be reasonably required or appropriate, subject to any consent or approval rights under the Definitive Documents. On or around the Effective Date, the Reorganized Debtors shall execute and deliver the Exit ABL Credit Agreement, the Exit Term Loan Credit Agreement, the Exit Intercreditor Agreement, and any other Exit Facilities Document, and shall execute, deliver, file, record, and issue any other related notes, guarantees, security documents, instruments, or agreements in connection therewith, in each case, without (a) further notice to the Bankruptcy Court, or (b) further act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. On the Effective Date, the Exit Facilities shall be governed by the Exit Intercreditor Agreement.

On the Effective Date, the Exit Facilities Documents shall constitute legal, valid, binding, and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms. The financial accommodations to be extended pursuant to the Exit Facilities Documents are being extended, and shall be deemed to have been extended, and all related payments made in connection therewith shall have been made, in each case, in good faith, for legitimate business purposes, for reasonably equivalent value, as an inducement to the applicable lenders to extend credit under the applicable Exit Facilities, are reasonable, shall not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted, carried forward, continued, amended, extended, and/or reaffirmed (including in connection with any Prepetition ABL Claims that are refinanced by the Exit ABL Credit Agreement) under the Exit Facilities Documents shall: (1) be continuing, legal, binding, and enforceable Liens on, and security interests in, the collateral granted in accordance with the terms of the applicable Exit Facilities Documents; (2) be granted, carried forward, continued, amended, extended, reaffirmed, and deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted thereunder; and (3) not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of this Plan and the Combined Order (it being understood that perfection shall occur automatically by virtue of the entry of the Combined Order, and any such filings, recordings, approvals, and consents shall not be required), and shall thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

H. *Issuance of New Equity Interests and Deregistration*

On the Effective Date, Reorganized Parent shall issue or reserve for issuance and deliver all of the New Equity Interests in accordance with the terms of this Plan and the New Organizational Documents. The issuance and delivery of the New Equity Interests is authorized without the need for further corporate

or other action or any consent or approval of any national securities exchange upon which the New Equity Interests may be listed on or immediately following the Effective Date. All of the New Equity Interests issuable under this Plan and the Combined Order shall, when so issued be duly authorized, validly issued, fully paid, and non-assessable. The issuance and delivery of the New Equity Interests in accordance with this Plan are authorized without the need for any further limited liability company or corporate action and without any further action by any Holder of a Claim or Interest.

Any Holder of an Allowed Prepetition Term Loan Claim or any DIP Term Lender entitled to the DIP Equity Premium may designate that all or a portion of such Holder's share of the New Equity Interests to be distributed as part of the treatment of such Allowed Prepetition Term Loan Claim or on account of the DIP Equity Premium, be registered in the name of, and delivered to, its designee by delivering notice thereof to counsel to the Debtors and to the Notice and Claims Agent at least five (5) Business Days prior to the Effective Date. Any such designee must be an "accredited investor" as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

Reorganized Parent intends to exist and operate as a private company after the Effective Date. As promptly as reasonably practicable following the Effective Date, Reorganized Parent expects to take all necessary steps to terminate the registration of all Securities under the Exchange Act and Securities Act, including to de-register its Existing Equity Interests, and to terminate its reporting obligations under sections 12, 13, and 15(d) of the Exchange Act, including by (1) filing, or causing any applicable national securities exchange to file, a Form 25 with the SEC under the Exchange Act, and (2) filing a Form 15 with the SEC under the Exchange Act.

1. Absence of Listing / Transfer of New Equity Interests

On the Effective Date, the Reorganized Parent shall issue the New Equity Interests pursuant to this Plan and the New Organizational Documents. Reorganized Parent shall not be obligated to effect or maintain any listing of the New Equity Interests for trading on any national securities exchange (within the meaning of the Exchange Act) and it has no current intention of maintaining or obtaining such listing. Distributions of the New Equity Interests are expected to be delivered via book-entry transfer by the Distribution Agent in accordance with this Plan and the New Organizational Documents, rather than through the facilities of DTC; however, in the event the New Equity Interests are DTC eligible on the Effective Date, distributions shall be made via DTC. Upon the Effective Date, after giving effect to the Restructuring Transactions, the New Equity Interests shall be that number of shares or membership interests as may be designated in the New Organizational Documents.

On and after the Effective Date, transfers of New Equity Interests shall be made in accordance with applicable United States law, United States securities laws (as applicable), and the New Organizational Documents.

I. *Exemption from Registration Requirements*

No registration statement shall be filed under the Securities Act, or pursuant to any state securities laws, with respect to the offer, issuance and distribution of the New Equity Interests under this Plan. The offering, sale, issuance, and distribution of the New Equity Interests in exchange for Claims pursuant to Article II and Article III and pursuant to the Combined Order shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable United States, state, or local law requiring registration for the offer or sale of a security pursuant to section 1145 of the Bankruptcy Code. Any and all such New Equity Interests may be resold without registration under the Securities Act by the recipients thereof pursuant to the exemption provided by Section 4(a)(1) of the Securities Act, subject to: (1) the provisions of section 1145(b)(1) of the Bankruptcy Code, which limits resale by Persons who are "underwriters" as that term is defined in such section; (2) restrictions under the

Securities Act applicable to recipients who are an “affiliate” of the Reorganized Debtors as defined in Rule 144(a)(1) under the Securities Act, (3) compliance with any applicable state or foreign securities laws, if any, and any rules and regulations of the SEC, if any, applicable at the time of any future transfer of such Securities; (4) the restrictions, if any, on the transferability of such Securities in the Organizational Documents of the issuer of, or in agreements or instruments applicable to holders of, such Securities; and (5) any other applicable regulatory approval.

The Reorganized Debtors need not provide any further evidence other than this Plan and the Combined Order with respect to the treatment of the New Equity Interests under applicable securities laws.

Notwithstanding anything to the contrary in this Plan, no Person or Entity (including, for the avoidance of doubt, DTC) shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by this Plan, including, for the avoidance of doubt, whether the New Equity Interests are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. All such Persons and Entities including DTC shall be required to accept and conclusively rely upon this Plan or the Combined Order in lieu of a legal opinion regarding whether the New Equity Interests are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. Notwithstanding any policies, practices, or procedures of DTC, DTC and any participants and intermediaries shall fully cooperate and take all actions to facilitate any and all transactions necessary or appropriate for implementation of this Plan or other contemplated thereby, including without limitation any and all distributions pursuant to this Plan.

J. *New Organizational Documents*

Subject to Article IV.E, the Reorganized Debtors and Reorganized Parent shall enter into such agreements and amend their corporate governance documents to the extent necessary to implement the terms and provisions of this Plan. Without limiting the generality of the foregoing, as of the Effective Date, each of the Reorganized Debtors shall be governed by the New Organizational Documents applicable to it. From and after the Effective Date, the Organizational Documents of each of the Reorganized Debtors will be deemed to be modified to prohibit the issuance of non-voting equity Securities, solely to the extent required under section 1123(a)(6) of the Bankruptcy Code. On or immediately before the Effective Date, each Reorganized Debtor and Reorganized Parent shall file its New Organizational Documents, if any, with the applicable Secretary of State and/or other applicable authorities in its jurisdiction of incorporation or formation in accordance with applicable laws of its jurisdiction of incorporation or formation, to the extent required for such New Organizational Documents to become effective. The New Organizational Documents for the Reorganized Debtors and Reorganized Parent shall be in form and substance (including customary minority protections) acceptable to the Required Consenting Lenders.

As a condition to receiving the New Equity Interests, Holders of Allowed Prepetition Term Loan Claim or Holders entitled to receive New Equity Interests on account of the DIP Equity Premium and/or any of their respective designees for receipt of New Equity Interests will be required to execute and deliver the New Organizational Documents for Reorganized Parent. For the avoidance of doubt, any Entity’s or Person’s receipt of New Equity Interests under, or as contemplated by, the Plan (including on account of the DIP Equity Premium) shall be deemed to be its agreement to the terms of the New Organizational Documents for Reorganized Parent, and such Entities and Persons shall be deemed signatories to the New Organizational Documents for Reorganized Parent without further action required on their part. The New Organizational Documents for Reorganized Parent will be effective as of the Effective Date and, as of such date, will be deemed to be valid, binding, and enforceable in accordance with its terms, and each Holder of New Equity Interests will be bound thereby in all respects even if such Holder has not actually executed and delivered a counterpart thereof.

K. *Release of Liens and Claims*

To the fullest extent provided under section 1141(c) and other applicable provisions of the Bankruptcy Code, except as otherwise provided in the Exit ABL Credit Agreement (including with respect to the Prepetition ABL Facility and the Prepetition ABL Loans), this Plan, the Combined Order, or in any contract, instrument, release, or other agreement or document entered into or delivered in connection with this Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article VI, all Liens, Claims, mortgages, deeds of trust, or other security interests against the assets or property of the Debtors or the Estates shall be fully released, canceled, terminated, extinguished, and discharged, in each case without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity; *provided*, that (1) the Liens granted to the Prepetition Agents and the DIP Agents pursuant to the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and DIP Credit Agreement and (2) any and all Liens or security securing the Debtor's obligations under the Insurance Contracts, which, for avoidance of doubt, includes grants of security interests in, without limitation, escrow accounts, deposit accounts, Cash Collateral, and letters of credit issued for the benefit of Insurers, shall remain in full force and effect solely to the extent provided for in this Plan. The filing of the Combined Order with any federal, state, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens, Claims, and other interests to the extent provided in the immediately preceding sentence. Any Person or Entity holding such Liens, Claims, or interests shall, pursuant to section 1142 of the Bankruptcy Code, promptly execute and deliver to the Reorganized Debtors such instruments of termination, release, satisfaction, and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtors.

L. *Exemption from Certain Taxes and Fees*

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfer (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under, pursuant to, in contemplation of, or in connection with this Plan (including the Restructuring Transactions) pursuant to (1) the issuance, distribution, transfer, or exchange of any debt, securities, or other interest in the Debtors or the Reorganized Debtors, (2) the creation, modification, consolidation, termination, refinancing, or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means, (3) the making, assignment, or recording of any lease or sublease, (4) the grant of collateral security for any or all of the Exit Facilities or other indebtedness, or (5) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, this Plan, including, without limitation, any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to this Plan (including the Restructuring Transactions), shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and the appropriate U.S. federal, state or local governmental officials, agents, or filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(a) of the Bankruptcy Code, and shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee or governmental assessment.

M. *Directors and Officers of the Reorganized Debtors*

1. Reorganized Board

The members of the Reorganized Board shall consist of a number of members determined by the Required Consenting Lenders in their sole discretion, which shall consist of members appointed in a manner determined by the Required Consenting Lenders in their sole discretion and set forth in the New Organizational Documents for Reorganized Parent. Except to the extent that a member of the board of directors or board of managers, or the sole manager, as applicable, of a Debtor is designated in the Plan Supplement to serve as a director, manager, or sole manager of such Reorganized Debtor on the Effective Date, the members of the board of directors or board of managers, or the sole manager, as applicable, of each Debtor prior to the Effective Date, in their capacities as such, shall have no continuing obligations to the Reorganized Debtors on or after the Effective Date, and each such director, manager, or sole manager shall be deemed to have resigned or shall otherwise cease to be a director, manager, or sole manager of the applicable Debtor on the Effective Date. Each of the directors, managers, sole managers and officers of each of the Reorganized Debtors and Reorganized Parent shall serve pursuant to the terms of the applicable New Organizational Documents of such Reorganized Debtor or Reorganized Parent, as applicable, and may be designated, replaced, or removed in accordance with such New Organizational Documents.

2. Senior Management

The existing officers of the Debtors as of the Effective Date shall remain in their current capacities as officers of the Reorganized Debtors, subject to their right to resign and the ordinary rights and powers of the Reorganized Board to remove or replace them in accordance with the New Organizational Documents and any applicable employment agreements that are assumed pursuant to this Plan.

3. Management Incentive Plan

After the Effective Date, the Reorganized Board shall adopt the Management Incentive Plan in accordance with the Transaction Term Sheet. The form of the awards (i.e., options, restricted stock or units, appreciation rights, etc.), the participants in the Management Incentive Plan, the allocations of the awards to such participants (including the amount of allocations and the timing of the grant of the awards), and the terms and conditions of the awards (including vesting, exercise prices, base values, hurdles, forfeiture, repurchase rights and transferability) shall be determined by the Reorganized Board in its sole discretion.

N. *Preservation of Causes of Action*

In accordance with section 1123(b) of the Bankruptcy Code, but subject to the releases and exculpation set forth in this section and in Article IX below, all Causes of Action that a Debtor may hold against any Entity shall vest in the applicable Reorganized Debtor on the Effective Date, including each Cause of Action set forth in the schedule of retained Causes of Action included in the Plan Supplement. Thereafter, the Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, whether arising before or after the Petition Date, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. **No Entity may rely on the absence of a specific reference in this Plan, the Plan Supplement, or the Disclosure Statement to any specific Cause of Action as any indication that the Debtors or the Reorganized Debtors shall not pursue any and all available Causes of Action. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in this Plan,** and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise) or laches, shall apply to any Cause

of Action upon, after, or as a consequence of the Confirmation or the occurrence of the Effective Date. In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any of the Debtors are a plaintiff, defendant, or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits. For the avoidance of doubt, in no instance shall any Cause of Action preserved pursuant to this Article IV.N include any Claim or Cause of Action released or exculpated under this Plan (including, without limitation, by the Debtors).

O. *Corporate Action*

Each of the Debtors and the Reorganized Debtors may take any and all actions to execute, deliver, file or record such contracts, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the provisions of this Plan, and without further notice to or order of the Bankruptcy Court, any act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, officers, or directors of the Debtors or the Reorganized Debtors or by any other Person (except for those expressly required pursuant hereto or by the Definitive Documents).

Upon the Effective Date, all actions contemplated by this Plan shall be deemed authorized, approved, and, to the extent taken before the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, directors, managers, or officers of the Debtors, the Reorganized Debtors, or any other Entity, including: (1) assumption and rejection (as applicable) of Executory Contracts and Unexpired Leases; (2) selection of the directors, managers, and officers for each of the Reorganized Debtors and Reorganized Parent; (3) the execution of the New Organizational Documents and the Exit Facilities Documents; (4) the issuance and delivery of the New Equity Interests and incurrence of the Exit Facilities; (5) implementation of the Restructuring Transactions; and (6) all other acts or actions contemplated, or reasonably necessary or appropriate to promptly consummate the transactions contemplated by this Plan (whether to occur before, on, or after the Effective Date). All matters provided for in this Plan involving the company structure of the Debtors, and any company action required by the Debtors in connection therewith, shall be deemed to have occurred on, and shall be in effect as of, the Effective Date, without any requirement of further action by the security holders, directors, managers, authorized persons, or officers of the Debtors, the Reorganized Debtors, or Reorganized Parent or otherwise.

Before, on, and after the Effective Date, the appropriate officers, directors, managers, or authorized persons of the Debtors, the Reorganized Parent, or any direct or indirect subsidiaries of the Reorganized Parent (including any president, vice-president, chief executive officer, treasurer, general counsel, secretary, or chief financial officer thereof) shall be authorized and directed to issue, execute, and deliver the agreements, documents, securities, memoranda and articles of association, certificates of incorporation, certificates of formation, bylaws, operating agreements, other organization documents, and instruments contemplated by this Plan (or necessary or desirable to effect the transactions contemplated by this Plan) in the name of and on behalf of the applicable Debtors or applicable Reorganized Debtors, including the (1) New Organizational Documents, (2) Exit Facilities Documents, and (3) any and all other agreements, documents, securities, and instruments relating to or contemplated by the foregoing. Before or on the Effective Date, each of the Debtors is authorized, in its sole discretion, to change its name or corporate form and to take such other action as required to effectuate a change of name or corporate form in the jurisdiction of incorporation of the applicable Debtor or Reorganized Debtor. To the extent the Debtors change their names or corporate form before the closing of the Chapter 11 Cases, the Debtors shall change the case captions accordingly.

The authorizations, approvals and directives contemplated by this Article IV.O shall be effective notwithstanding any requirements under non-bankruptcy Law.

P. *Prepetition Intercreditor Agreement*

Notwithstanding anything to the contrary in this Plan, the treatment of, and distributions (including rights to adequate protection and participation in the DIP Term Loan Facility) made to Holders of Prepetition Term Loan Claims shall not be subject to the Prepetition Intercreditor Agreement or the terms thereof (including any turnover and disgorgement provisions), and the Prepetition Intercreditor Agreement shall be deemed so amended to the extent necessary to effectuate same.

Q. *Effectuating Documents; Further Transactions*

Before, on, and after the Effective Date, the Debtors and the Reorganized Debtors and the directors, managers, officers, authorized persons, and members of the boards of directors or managers and directors or managers thereof, are authorized to and may issue, execute, deliver, file, or record such contracts, securities, notes, instruments, certificates, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and provisions of this Plan, the New Organizational Documents, the Exit Facilities Documents, and any Securities issued pursuant to this Plan in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorizations, actions, or consents except for those expressly required pursuant to this Plan or the Transaction Support Agreement.

R. *Authority of the Debtors*

Effective on the Confirmation Date, the Debtors shall be empowered and authorized to take or cause to be taken, before the Effective Date, all actions necessary or appropriate to achieve the Effective Date and enable the Reorganized Debtors to implement effectively the provisions of this Plan, the Combined Order, the Definitive Documents, and the Restructuring Transactions.

S. *No Substantive Consolidation*

This Plan is being proposed as a joint chapter 11 plan of the Debtors for administrative purposes only and constitutes a separate chapter 11 plan for each Debtor. This Plan is not premised upon the substantive consolidation of the Debtors with respect to the Classes of Claims or Interests set forth in this Plan.

T. *Continuing Effectiveness of Final Orders*

Payment authorization granted to the Debtors under any prior Final Order entered by the Bankruptcy Court shall continue in effect after the Effective Date. Accordingly, the Debtors or the Reorganized Debtors may pay or otherwise satisfy any Claim to the extent permitted by, and subject to, the applicable Final Order without regard to the treatment that would otherwise be applicable to such Claim under this Plan.

U. *Modifications to Executory Contracts and Unexpired Leases*

The Debtors, with the consent of the Required Consenting Term Lenders, are authorized to enter into, and perform under, amendments or modifications of any Executory Contracts or Unexpired Leases with the counterparty to such Executory Contract or Unexpired Lease and pay any amounts due as a result of such amendment or modification.

Article V.
TREATMENT OF EXECUTORY CONTRACTS
AND UNEXPIRED LEASES; EMPLOYEE BENEFITS; AND INSURANCE POLICIES

A. *Assumption of Executory Contracts and Unexpired Leases*

On the Effective Date, except as otherwise provided in this Plan, each of the Executory Contracts and Unexpired Leases not previously rejected, assumed, or assumed and assigned pursuant to an order of the Bankruptcy Court shall be deemed assumed and amended (as necessary to implement the terms of the Restructuring Transactions), as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code *except* any Executory Contract or Unexpired Lease (1) identified on the Rejected Executory Contract/Unexpired Lease List (which shall initially be filed with the Bankruptcy Court on the Plan Supplement Filing Date) as an Executory Contract or Unexpired Lease to be rejected (if any), (2) that is the subject of a separate motion or notice to reject pending as of the Effective Date, or (3) that previously expired or terminated pursuant to its own terms (disregarding any terms the effect of which is invalidated by the Bankruptcy Code).

Entry of the Combined Order by the Bankruptcy Court shall constitute an order approving the assumption of the Transaction Support Agreement pursuant to sections 365 and 1123 of the Bankruptcy Code and effective on the occurrence of the Effective Date. The Transaction Support Agreement shall be binding and enforceable against the applicable parties thereto in accordance with its terms. For the avoidance of doubt, the assumption of the Transaction Support Agreement shall not otherwise modify, alter, amend, or supersede any of the terms or conditions thereof including, without limitation, any termination events or provisions thereunder.

Entry of the Combined Order by the Bankruptcy Court shall constitute an order approving the assumption of the Executory Contracts and Unexpired Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code, effective on the occurrence of the Effective Date. Each Executory Contract and Unexpired Lease assumed pursuant to this Plan or by Bankruptcy Court order, and not assigned to a third party on or before the Effective Date, shall re-vest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as such terms may have been modified by order of the Bankruptcy Court.

To the maximum extent permitted by law, unless otherwise provided herein, the transactions contemplated by this Plan shall not constitute a “change of control” or “assignment” (or terms with similar effect) under any Executory Contract or Unexpired Lease assumed pursuant to this Plan, or any other transaction, event, or matter that would (1) result in a violation, breach, or default under such Executory Contract or Unexpired Lease, (2) increase, accelerate, or otherwise alter any obligations, rights, or liabilities of the Debtors or the Reorganized Debtors under such Executory Contract or Unexpired Lease, or (3) result in the creation or imposition of a Lien upon any property or asset of the Debtors or the Reorganized Debtors pursuant to the applicable Executory Contract or Unexpired Lease. Any consent or advance notice required under such Executory Contract or Unexpired Lease in connection with assumption thereof (pursuant to the other provisions of this Article V.A) shall be deemed satisfied by Confirmation.

Notwithstanding anything to the contrary in this Plan, but subject to the *Consent Rights* in Article I.C, the Debtors reserve the right to amend or supplement the Rejected Executory Contract/Unexpired Lease List in their discretion before the Effective Date and, after the Effective Date, the Reorganized Debtors, shall have the right to amend Rejected Executory Contract/Unexpired Lease List; *provided*, that such right to amend shall not apply to any Unexpired Lease for nonresidential property; *provided, further* that the Debtors shall give prompt notice of any such amendment or supplement to any affected counterparty and such counterparty shall have no less than seven (7) days to object thereto on any grounds.

The Rejected Executory Contract/Unexpired Lease List shall be filed with the Plan Supplement, *provided* that the Debtors may amend such list (including by adding or removing contracts and leases therefrom) at any time prior to the Effective Date. Notwithstanding anything herein to the contrary, with respect to any Unexpired Lease of nonresidential real property that is listed on the Rejected Executory Contract/Unexpired Lease List, the effective date of the rejection of any such Unexpired Lease shall be the later of (1) the Effective Date and (2) the date upon which the Debtors notify the landlord in writing (email being sufficient) that they have surrendered the premises to the landlord and returned the keys, key codes, or security codes, as applicable. Any property remaining on the premises subject to a rejected Unexpired Lease shall be deemed abandoned by the Debtors or the Reorganized Debtors, as applicable, as of the effective date of rejection, and the counterparty to such Unexpired Lease shall be authorized to use or dispose of any property left on the premises in its sole and absolute discretion without notice or liability to the Debtors or the Reorganized Debtors, as applicable, or any third party.

B. Payments on Assumed Executory Contracts and Unexpired Leases

Any monetary default under an Executory Contract or Unexpired Lease to be assumed pursuant to this Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash in the ordinary course of business, subject to the limitation described below, or on such other terms as the parties to such Executory Contract or Unexpired Lease may otherwise agree.

Parties to Executory Contracts and Unexpired Leases assumed by the Debtors pursuant to the Plan shall not be required to File a Proof of Claim or objection to assert or preserve any Cure Cost. Notwithstanding anything to the contrary in the Plan, all Cure Cost shall be Unimpaired by the Plan and all Cure Cost outstanding as of the Effective Date shall remain continuing obligations of the Reorganized Debtors following the Effective Date subject to all parties' rights and defenses with respect thereto.

Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Combined Order, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.

In the event of a dispute regarding (1) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365(b) of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (2) any other matter pertaining to assumption, the Bankruptcy Court shall hear such dispute before the assumption becoming effective; *provided*, that the Debtors, with the consent of the Required Consenting Lenders may settle any such dispute and shall pay any agreed upon Cure Cost without any further notice to any party or any action, order, or approval. The cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order(s) resolving the dispute and approving the assumption and shall not prevent or delay implementation of this Plan or the occurrence of the Effective Date.

C. Claims Based on Rejection of Executory Contracts and Unexpired Leases

Unless otherwise provided by a Bankruptcy Court order, any Proofs of Claim asserting Rejection Damages Claims pursuant to this Plan or otherwise must be filed with the Notice and Claims Agent within thirty (30) days of the later of (1) the effective date of the rejection of the applicable Executory Contract or Unexpired Lease (which shall be the Confirmation Date unless otherwise provided in an order of the Bankruptcy Court providing for the rejection of an Executory Contract or Unexpired Lease); (2) the Confirmation Date; or (3) the date of the order authorizing the rejection of the applicable Executory Contract or Unexpired Lease. **Any Rejection Damages Claims that are not timely filed shall be automatically disallowed without further order of the Bankruptcy Court.** All Allowed Rejection

Damages Claims shall constitute General Unsecured Claims and shall be treated in accordance with Article III.B.

Any Rejection Damages Claims for Executory Contracts or Unexpired Leases that the Debtors, with the consent of the Required Consenting Term Lenders, elect to reject shall be paid in full on the Effective Date, subject to the applicable provisions of the Bankruptcy Code, including sections 502(b)(6) and 510(b); *provided*, that such Claim is not a Subordinated Claim, in which case such Claim shall be treated as a Subordinated Claim pursuant to the terms of this Plan.

D. *Contracts and Leases Entered into After the Petition Date*

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by any Debtor, shall be performed by such Debtor or Reorganized Debtor, as applicable, liable thereunder in the ordinary course of business. Accordingly, such contracts and leases (including any Executory Contracts and Unexpired Leases assumed or assumed and assigned pursuant to section 365 of the Bankruptcy Code) that have not been rejected as of the Confirmation Date shall survive and remain unaffected by entry of the Combined Order.

E. *Reservation of Rights*

Nothing contained in this Plan shall constitute an admission by the Debtors that any contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, the Debtors or Reorganized Debtors, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease. If there is a dispute regarding a Debtor's or Reorganized Debtor's liability under an assumed Executory Contract or Unexpired Lease, the Reorganized Debtors shall be authorized to move to have such dispute heard by the Bankruptcy Court pursuant to Article X.

F. *Directors and Officers Insurance Policies*

On the Effective Date the Reorganized Debtors shall be deemed to have assumed all of the Debtors' D&O Insurance Policies (including any "tail coverage" and all agreements, documents, or instruments related thereto) in effect before the Effective Date pursuant to sections 105 and 365(a) of the Bankruptcy Code, without the need for any further notice to or action, order, or approval of the Bankruptcy Court. Confirmation of this Plan shall not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of the D&O Insurance Policies, and each such indemnity obligation shall be deemed and treated as an Executory Contract that has been assumed by the Debtors under this Plan as to which no Proof of Claim need be Filed. The Debtors and, after the Effective Date, the Reorganized Debtors shall retain the ability to supplement such D&O Insurance Policies as the Debtors or Reorganized Debtors, as applicable, may deem necessary. For the avoidance of doubt, entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Reorganized Debtors' foregoing assumption of each of the unexpired D&O Insurance Policies.

In addition, on or after the Effective Date, none of the Reorganized Debtors shall terminate or otherwise reduce the coverage under any D&O Insurance Policies (including any "tail policy" and all agreements, documents, or instruments related thereto) in effect on or before the Effective Date, with respect to conduct occurring prior thereto, and all current and former directors, officers, and managers of the Debtors who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any such policies for the full term of such policies regardless of whether such current and former directors, officers, and managers remain in such positions after the Effective Date, all in accordance with

and subject in all respects to the terms and conditions of the D&O Insurance Policies, which shall not be altered.

G. *Other Insurance Contracts*

On the Effective Date, each of the Debtors' Insurance Contracts in existence as of the Effective Date shall be Reinstated and continued in accordance with their terms and, to the extent applicable, shall be deemed assumed by the applicable Reorganized Debtor pursuant to section 365 of the Bankruptcy Code and Article V. Nothing in this Plan shall affect, impair, or prejudice the rights of the insurance carriers, the insureds, or the Reorganized Debtors under the Insurance Contracts in any manner, and such insurance carriers, the insureds, and Reorganized Debtors shall retain all rights and defenses under such Insurance Contracts. The Insurance Contracts shall apply to and be enforceable by and against the insureds and the Reorganized Debtors in the same manner and according to the same terms and practices applicable to the Debtors, as existed before the Effective Date.

H. *Indemnification Provisions and Reimbursement Obligations*

On and as of the Effective Date, and except as prohibited by applicable law and subject to the limitations set forth herein, the Indemnification Provisions shall be assumed and irrevocable and shall survive the effectiveness of this Plan, and the New Organizational Documents shall provide to the fullest extent provided by law for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to the Debtors' and the Reorganized Debtors' current and former directors, officers, equity holders, managers, members, employees, accountants, investment bankers, attorneys, other professionals, agents of the Debtors, and such current and former directors', officers', equity holders', managers', members', and employees' respective Affiliates (each of the foregoing solely in their capacity as such) at least to the same extent as the Indemnification Provisions, against any Claims or Causes of Action whether direct or derivative, liquidated or unliquidated, fixed or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted. Notwithstanding anything in this Plan to the contrary, none of the Reorganized Debtors shall amend and/or restate the New Organizational Documents before or after the Effective Date to terminate or adversely affect any of the Indemnification Provisions.

I. *Employee Compensation and Benefits*

1. Compensation and Benefits Programs

Subject to the provisions of this Plan, all Compensation and Benefits Programs (other than awards of stock options, restricted stock, restricted stock units, and other equity awards) shall be treated as Executory Contracts under this Plan and deemed assumed on the Effective Date pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code. All Proofs of Claim Filed for amounts due under any Compensation and Benefits Program shall be considered satisfied by the applicable agreement and/or program and agreement to assume and cure in the ordinary course as provided in this Plan. All collective bargaining agreements to which any Debtor is a party, and all Compensation and Benefits Programs which are maintained pursuant to such collective bargaining agreements or to which contributions are made or benefits provided pursuant to a current or past collective bargaining agreement, shall be deemed assumed on the Effective Date pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code and the Reorganized Debtors reserve all of their rights under such agreements. For the avoidance of doubt, the Debtors and Reorganized Debtors, as applicable, shall honor all their obligations under section 1114 of the Bankruptcy Code.

None of the Restructuring Transactions, or any assumption of Compensation and Benefits Programs pursuant to the terms herein shall be deemed to trigger any applicable change of control, vesting, termination, acceleration, or similar provisions therein; *provided*, that the Assumed Employee Agreements

shall be assumed and governed by the terms thereof. Subject to the preceding sentence, no counterparty shall have rights under a Compensation and Benefits Program assumed pursuant to this Plan other than those applicable immediately before such assumption.

2. Workers' Compensation Programs

As of the Effective Date, except as set forth in the Plan Supplement, the Debtors and the Reorganized Debtors shall continue to honor their obligations under: (a) all applicable state workers' compensation laws; and (b) the Workers' Compensation Contracts. All Proofs of Claims filed by the Debtors' current or former employees on account of workers' compensation shall be deemed withdrawn automatically and without any further notice to or action, order, or approval of the Bankruptcy Court based upon the treatment provided for herein; *provided*, that nothing in this Plan shall limit, diminish, or otherwise alter the Debtors' or Reorganized Debtors' defenses, Causes of Action, or other rights under applicable non-bankruptcy law with respect to the Workers' Compensation Contracts; *provided, further*, that nothing herein shall be deemed to impose any obligations on the Debtors in addition to what is provided for under applicable non-bankruptcy law and/or the Workers' Compensation Contracts.

Article VI.
PROVISIONS GOVERNING DISTRIBUTIONS

A. *Timing and Calculation of Amounts to Be Distributed*

Unless otherwise provided in this Plan, on the Effective Date (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim shall receive the full amount of the distributions that this Plan provides for Allowed Claims in the applicable Class; *provided*, that any Allowed Administrative Claims with respect to liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases or assumed by the Debtors before the Effective Date shall be paid or performed in the ordinary course of business.

In the event that any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII. Except as otherwise provided herein, Holders of Claims shall not be entitled to postpetition interest, dividends, or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

B. *Special Rules for Distributions to Holders of Disputed Claims*

Except as otherwise agreed by the relevant parties: (1) no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order; and (2) any Entity that holds both an Allowed Claim and a Disputed Claim shall not receive any distribution on the Allowed Claim unless and

until all objections to the Disputed Claim have been resolved by settlement or Final Order or such Claims or Interests have been Allowed or expunged.

C. *Rights and Powers of Distribution Agent*

1. Powers of the Distribution Agent

The Distribution Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Distribution Agent by order of the Bankruptcy Court, pursuant to this Plan, or as deemed by the Distribution Agent to be necessary and proper to implement the provisions hereof.

2. Expenses Incurred on or After the Effective Date and Indemnification

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Distribution Agent on or after the Effective Date (including taxes in connection with this Plan, but excluding any income, franchise, or similar taxes), and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses), made by the Distribution Agent shall be paid in Cash by the Reorganized Debtors.

D. *Delivery of Distributions*

1. Record Date for Distributions

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date. The Distribution Record Date shall not apply to distributions in respect of Securities deposited with DTC, the Holders of which shall receive distributions, if any, in accordance with the customary exchange procedures of DTC or this Plan. For the avoidance of doubt, in connection with a distribution through the facilities of DTC (if any), DTC shall be considered a single Holder for purposes of distributions.

2. Delivery of Distributions in General

Except as otherwise provided herein, the Distribution Agent shall make distributions to Holders of Allowed Claims as of the Distribution Record Date, or, if applicable, to such Holder's designee, as appropriate: (a) at the address for each such Holder as indicated on the Debtors' records as of the Distribution Record Date; (b) to the signatory set forth on any Proof of Claim Filed by such Holder or other Representative identified therein (or at the last known addresses of such Holder if no Proof of Claim is Filed or if the Debtors have not been notified in writing of a change of address); (c) at the addresses set forth in any written notices of address changes delivered to the Reorganized Debtors or the applicable Distribution Agent, as appropriate, after the date of any related Proof of Claim; or (d) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf; *provided*, that the manner of such distributions shall be determined at the discretion of the Reorganized Debtors.

All distributions to Holders of DIP Claims shall be made to the DIP Agents or the Exit Term Loan Agent, as applicable, and the DIP Agents or the Exit Term Loan Agent shall be, and shall act as, the Distribution Agent with respect to the DIP Claims in accordance with the terms and conditions of this Plan and the applicable debt documents.

All distributions to Holders of Prepetition Term Loan Claims shall be made to the Prepetition Term Loan Agent, and the Prepetition Term Loan Agent shall be, and shall act as, the Distribution Agent with respect to the Prepetition Term Loan Claims in accordance with the terms and conditions of this Plan and the applicable debt documents.

3. Minimum Distributions

Notwithstanding any provision in this Plan to the contrary, no Distribution Agent shall be required to make distributions or payments of less than \$100 (whether in Cash or otherwise) with respect to Impaired Claims. No fractional shares of New Equity Interests shall be distributed and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to this Plan on account of an Allowed Claim would otherwise result in the issuance of a number of shares of New Equity Interests that is not a whole number, the actual distribution of shares of New Equity Interests shall be rounded as follows: (a) fractions of one-half ($\frac{1}{2}$) or greater shall be rounded to the next higher whole number and (b) fractions of less than one-half ($\frac{1}{2}$) shall be rounded to the next lower whole number with no further payment therefore. The total number of authorized shares of New Equity Interests to be distributed under this Plan shall be adjusted as necessary to account for the foregoing rounding. For distribution purposes (including rounding), DTC shall be treated as a single Holder.

4. Undeliverable Distributions

In the event that any distribution to any Holder of Allowed Claims is returned as undeliverable, no distribution to such Holder shall be made unless and until the Distribution Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; *provided*, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one (1) year from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder of Claims to such property or interest in property shall be discharged and forever barred.

E. *Compliance with Tax Requirements; Allocations*

In connection with this Plan and all distributions hereunder, the Reorganized Debtors and any other applicable Distribution Agent (including for purposes of this Article VI, the Debtors) shall comply with all applicable withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions hereunder and under all related agreements shall be subject to any such withholding and reporting requirements. Notwithstanding any provision in this Plan to the contrary, the Reorganized Debtors and any other applicable Distribution Agent shall have the right, but not the obligation, to take any and all actions that may be necessary or appropriate to comply with such applicable withholding and reporting requirements, including (a) withholding distributions and amounts therefrom pending receipt of information necessary to facilitate such distributions, including properly executed withholding certification forms, and (b) in the case of a non-Cash distribution that is subject to withholding, withholding an appropriate portion of such property and either liquidating such withheld property to generate sufficient funds to pay applicable withholding taxes (or reimburse the distributing party for any advance payment of the withholding tax) or pay the withholding tax using its own funds and retain such withheld property. Notwithstanding any provision in this Plan to the contrary, each Holder of an Allowed Claim shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution. Any amounts withheld or reallocated pursuant to this Article VI shall be treated as if distributed to the Holder of the Allowed Claim.

Any Person or Entity entitled to receive any property as an issuance or distribution under this Plan shall, upon request of the Reorganized Debtors or any other applicable Distribution Agent, deliver to the applicable Reorganized Debtor or any other applicable Distribution Agent, or such other Person designated by the Reorganized Debtors or the Distribution Agent, an IRS Form W-9 or, if the payee is a foreign Person or Entity, an applicable IRS Form W-8 (together with all attachments), or any other forms or documents reasonably requested by a Reorganized Debtor or Distribution Agent to reduce or eliminate any withholding required by any Governmental Unit.

The Reorganized Debtors reserve the right to allocate all distributions made under this Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, Liens, and encumbrances.

F. *Applicability of Insurance Contracts*

Notwithstanding anything to the contrary in this Plan, the Plan Supplement, the Disclosure Statement, or the Combined Order (including, without limitation, any provision that purports to be preemptory or supervening, confers Bankruptcy Court jurisdiction, or requires a party to opt out of any releases):

1. on and after the Effective Date, all Insurance Contracts (a) are found to be and shall be treated as, Executory Contracts under this Plan and shall be assumed pursuant to sections 105 and 365 of the Bankruptcy Code by the applicable Debtor, and/or (b) shall vest in the Reorganized Debtors and ride through and continue in full force and effect in accordance with their respective terms in either case such that the Reorganized Debtors shall become and remain jointly and severally liable in full for, and shall satisfy, any premiums, deductibles, self-insured retentions, and/or any other amounts or obligations arising in any way out of the receipt of payment from an Insurer in respect of the Insurance Contracts and as to which no Proof of Claim, Administrative Claim, or Cure Cost claim need be filed; and

2. solely with respect to Insurance Contracts, which, for avoidance of doubt, includes any and all collateral or security securing the Debtor's obligations under the insurance policies, including, without limitation, escrow accounts, deposit accounts, Cash Collateral, and letters of credit, the automatic stay of section 362(a) of the Bankruptcy Code and the injunctions set forth in this Plan, if and to the extent applicable, shall be deemed lifted without further order of this Bankruptcy Court, solely to permit (a) claimants with valid workers' compensation claims or direct action claims against Insurers under applicable non-bankruptcy law to proceed with their claims; (b) Insurers to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of this Bankruptcy Court, (i) workers' compensation claims, (ii) claims where a claimant asserts a direct claim against an Insurer under applicable non-bankruptcy law, or an order has been entered by this Bankruptcy Court granting a claimant relief from the automatic stay or the injunctions set forth in this Plan to proceed with its claim, and (iii) all costs in relation to each of the foregoing; and (c) the Insurers to collect from any or all of the collateral or security provided by or on behalf of the Debtors (or the Reorganized Debtors) at any time and to hold the proceeds thereof as security for the obligations of the Debtors (or the Reorganized Debtors) and/or apply such proceeds to the obligations of the Debtors (or the Reorganized Debtors) under the applicable Insurance Contracts, in such order as the applicable Insurer may determine.

Nothing contained in this Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including Insurers under any Insurance Contracts, nor shall anything contained herein constitute or be deemed a waiver by such Insurers of any rights or defenses, including coverage defenses, held by such Insurers under the Insurance Contracts and/or applicable non-bankruptcy law.

G. *Allocation of Distributions Between Principal and Interest*

Except as otherwise required by law (as reasonably determined by the Reorganized Debtors), distributions with respect to an Allowed Claim shall be allocated for United States federal (and applicable state and local) income tax purposes first to the principal portion of such Allowed Claim and, thereafter, to the remaining portion of such Allowed Claim, if any.

H. *No Postpetition Interest on Claims*

Unless otherwise specifically provided for in this Plan, any other Definitive Document, the Combined Order, the DIP/Cash Collateral Orders, or any other Final Order of the Bankruptcy Court, or required by applicable bankruptcy law (including, without limitation, as required pursuant to section 506(b) or section 511 of the Bankruptcy Code), postpetition interest shall not accrue or be paid on any Claims and no Holder of a Claim or Interest shall be entitled to interest accruing on or after the Petition Date on any Claim.

I. *Means of Cash Payment*

Payments of Cash made pursuant to this Plan shall be in United States dollars and shall be made, at the option of the Debtors or the Reorganized Debtors (as applicable), by checks drawn on, or wire transfer from, a domestic bank selected by the Debtors or the Reorganized Debtors. Cash payments to foreign creditors may be made, at the option of the Debtors or the Reorganized Debtors, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

J. *Setoffs and Recoupment*

Except as otherwise provided herein, each Reorganized Debtor pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable bankruptcy or non-bankruptcy law, or as may be agreed to by the Holder of an Allowed Claim, may set off or recoup against any Allowed Claim and the distributions to be made pursuant to this Plan on account of such Allowed Claim, any Claims, rights, and Causes of Action of any nature that the applicable Debtor or Reorganized Debtor may hold against the Holder of such Allowed Claim, to the extent such Claims, rights, or Causes of Action have not been otherwise compromised, settled, or assigned on or before the Effective Date (whether pursuant to this Plan, a Final Order or otherwise); *provided*, that neither the failure to effect such a setoff or recoupment nor the allowance of any Claim pursuant to this Plan shall constitute a waiver or release by such Reorganized Debtor of any such Claims, rights, and Causes of Action.

Notwithstanding anything to the contrary herein, nothing in this Plan or the Combined Order shall modify the rights, if any, of any counterparty to a rejected Executory Contract or Unexpired Lease to assert any right of setoff or recoupment that such party may have under applicable bankruptcy law or non-bankruptcy law, including, but not limited to, the (1) ability, if any, of such parties to setoff or recoup a security deposit held pursuant to the terms of their rejected Unexpired Lease(s) with the Debtors, or any successors to the Debtors, under this Plan, (2) assertion of rights of setoff or recoupment, if any, in connection with Claims reconciliation, or (3) assertion of setoff or recoupment as a defense, if any, to any Claim or action by the Debtors, the Reorganized Debtors, or any successors of the Debtors.

K. *Claims Paid or Payable by Third Parties*

1. Claims Paid by Third Parties

A Claim shall be correspondingly reduced, and the applicable portion of such Claim shall be disallowed without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives a payment

on account of such Claim from a party that is not a Debtor or Reorganized Debtor. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the Reorganized Debtors to the extent the Holder's total recovery on account of such Claim from the third party and under this Plan exceeds the amount of such Claim as of the date of any such distribution under this Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the Reorganized Debtors annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen (14) day grace period specified above until the amount is repaid.

2. Claims Payable by Insurers

No distributions under this Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' Insurance Contracts until the Holder of such Allowed Claim has exhausted all remedies with respect to such Insurance Contract. To the extent that one or more of the Insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such Insurers' agreement, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Insurance Contracts

Except as otherwise provided in this Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable Insurance Contract. Notwithstanding anything to the contrary herein, nothing contained in this Plan shall constitute or be deemed a release, settlement, satisfaction, compromise, or waiver of any Cause of Action that the Debtors or any other Entity may hold against any other Entity, including Insurers, under any Insurance Contracts or applicable indemnity, nor shall anything contained herein constitute or be deemed a waiver by such Insurers of any defenses, including coverage defenses, held by such Insurers.

**Article VII.
PROCEDURES FOR RESOLVING CONTINGENT,
UNLIQUIDATED, AND DISPUTED CLAIMS**

A. *No Filings of Proofs of Claim*

Except as otherwise provided in this Plan, Holders of Claims shall not be required to File a Proof of Claim, and except as provided in this Plan, no parties should File a Proof of Claim. The Debtors do not intend to object in the Bankruptcy Court to the allowance of Claims Filed; *provided*, that the Debtors and the Reorganized Debtors, as applicable, reserve the right to object to any Claim that is entitled, or deemed to be entitled, to a distribution under this Plan or is rendered Unimpaired under this Plan. Instead, the Debtors intend to make distributions, as required by this Plan, in accordance with the books and records of the Debtors. Unless disputed by a Holder of a Claim, the amount set forth in the books and records of the Debtors shall constitute the amount of the Allowed Claim of such Holder except that (unless expressly waived pursuant to this Plan) the Allowed amount of such Claim shall be subject to the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 and 503 of the Bankruptcy Code, to the extent applicable. If any such Holder of a Claim disagrees with the Debtors' books and records with respect to the Allowed amount of such Holder's Claim, such Holder must so advise the Debtors in writing within thirty (30) days of receipt of any distribution on account of such Holder's Claim, in which event the Claim shall become a Disputed Claim. The Debtors intend to attempt to resolve any such disputes consensually or through judicial means outside the Bankruptcy Court. Nevertheless, the Debtors may, in their discretion, File with the Bankruptcy Court (or any other court of competent jurisdiction) an objection

to the allowance of any Claim or any other appropriate motion or adversary proceeding with respect thereto. All such objections shall be litigated to Final Order; *provided*, that the Debtors may compromise, settle, withdraw, or resolve by any other method approved by the Bankruptcy Court any objections to Claims.

All Proofs of Claim, other than Rejection Damages Claims, Filed in the Chapter 11 Cases shall be considered objected to and Disputed without further action by the Debtors. Upon the Effective Date, all Proofs of Claim, other than Rejection Damages Claims, Filed against the Debtors, regardless of the time of filing, and including Proofs of Claim, other than Rejection Damages Claims, Filed after the Effective Date, shall be deemed withdrawn and expunged, other than as provided below. Notwithstanding anything in this Plan to the contrary, disputes regarding the amount of any Cure Cost pursuant to section 365 of the Bankruptcy Code and Claims that the Debtors seek to have determined by the Bankruptcy Court, shall in all cases be determined by the Bankruptcy Court. **Except as otherwise provided herein, all Proofs of Claim, other than Rejection Damages Claims, Filed after the Effective Date shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any further notice to or action, order, or approval of the Bankruptcy Court.**

B. Allowance and Disallowance of Claims

After the Effective Date, and except as otherwise provided in this Plan, the Reorganized Debtors shall have and shall retain any and all available rights and defenses that the Debtors had with respect to any Claim immediately before the Effective Date, including, without limitation, the right to assert any objection to Claims based on the limitations imposed by section 502 of the Bankruptcy Code. The Debtors and the Reorganized Debtors may, but are not required to, contest the amount and validity of any Disputed Claim or contingent or unliquidated Claim in the ordinary course of business in the manner and venue in which such Claim would have been determined, resolved or adjudicated if the Chapter 11 Cases had not been commenced.

All Claims and Interests of any Entity from which property is sought by the Debtors under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be disallowed if: (1) the Entity, on the one hand, and the Debtors or the Reorganized Debtors, as applicable, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code; and (2) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order.

C. Claims Administration Responsibilities

Except as otherwise specifically provided in this Plan, after the Effective Date, the Reorganized Debtors shall have the sole authority: (1) to File, withdraw, or litigate to judgment, objections to Claims or Interests; (2) to settle or compromise any Disputed Claim or Interest without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, except as otherwise provided herein, from and after the Effective Date, each Reorganized Debtor shall have and retain any and all rights and defenses such Debtor had immediately before the Effective Date with respect to any Disputed Claim or Interest, including the Causes of Action retained pursuant to this Plan.

Any objections to Claims and Interests other than General Unsecured Claims must be served and Filed on or before the 120th day after the Effective Date or by such later date as ordered by the Bankruptcy Court. All Claims and Interests other than General Unsecured Claims not objected to

by the end of such 120-day period shall be deemed Allowed unless such period is extended upon approval of the Bankruptcy Court.

Any objections to Rejection Damages Claims must be served and Filed on or before the 120th day after the Effective Date or by such later date as ordered by the Bankruptcy Court. All Rejection Damages Claims not objected to by the end of such 120-day period shall be deemed Allowed unless such period is extended upon approval of the Bankruptcy Court.

Notwithstanding the foregoing, the Debtors and Reorganized Debtors shall be entitled to dispute and/or otherwise object to any General Unsecured Claim in accordance with applicable non-bankruptcy law. If the Debtors or Reorganized Debtors dispute any General Unsecured Claim, such dispute shall be determined, resolved, or adjudicated, as the case may be, in the manner as if the Chapter 11 Cases had not been commenced; *provided*, that any disputes regarding the Allowance of a Rejection Damages Claim shall be determined by the Bankruptcy Court. In any action or proceeding to determine the existence, validity, or amount of any General Unsecured Claim, any and all claims or defenses that could have been asserted by the applicable Debtor(s) or the Entity holding such General Unsecured Claim are preserved as if the Chapter 11 Cases had not been commenced.

D. *Adjustment to Claims or Interests without Objection*

Any duplicate Claim or Interest or any Claim or Interest that has been paid, satisfied, amended, or superseded may be adjusted or expunged on the Claims Register by the Reorganized Debtors without the Reorganized Debtors having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court.

E. *Distributions After Allowance*

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of this Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Reorganized Debtors shall provide to the Holder of such Claim the distribution (if any) to which such Holder is entitled under this Plan as of the Effective Date, without any postpetition interest to be paid on account of such Claim.

**Article VIII.
CONDITIONS PRECEDENT TO THE EFFECTIVE DATE**

A. *Conditions Precedent to the Effective Date*

The following are conditions precedent to the Effective Date that must be satisfied or waived pursuant to the provisions of Article VIII.B:

1. The Transaction Support Agreement shall be in full force and effect, no termination event or event that would give rise to a termination event under the Transaction Support Agreement upon the expiration of any applicable grace period shall have occurred and remain occurring, and the Transaction Support Agreement shall not have been validly terminated before the Effective Date.

2. The DIP Facilities and all DIP Facilities Documents shall be in full force and effect, no event of default or event that would give rise to an event of default under the DIP Facilities Documents upon the expiration of the applicable grace period shall have occurred and remain occurring, and the DIP Term Loan Facility shall not have been validly terminated before the Effective Date.

3. Any non-technical and/or immaterial amendments, modifications or supplements to this Plan have been consented to by the Debtors and the Required Consenting Term Lenders.

4. All of the actions set forth in the Restructuring Transaction Steps Memorandum that are contemplated therein to be completed and implemented on or prior to the Effective Date, as applicable, shall have been completed and implemented in accordance with the terms thereof.

5. The Bankruptcy Court shall have entered the Final DIP/Cash Collateral Order, and such order shall be in a Final Order and shall remain in full force and effect.

6. The final version of the Plan Supplement shall have been filed and all of the schedules, documents, and exhibits contained therein shall be consistent in all material respects with the Transaction Support Agreement, the Transaction Term Sheet, the DIP & Exit ABL Commitment Letter, and this Plan.

7. The Bankruptcy Court shall have entered the Combined Order, which shall be in form and substance acceptable to the Required Consenting Term Lenders and Debtors and consistent in all material respects with the Transaction Term Sheet and the Transaction Support Agreement and shall not be subject to a stay, and the Plan shall not have been amended, altered, or modified from this Plan as confirmed by the Combined Order in any material respect, unless such material amendment, alteration, or modification has been made in accordance with this Plan and shall:

- a. authorize the Debtors to take all actions necessary to enter into, implement, and consummate the contracts, instruments, releases, leases, indentures, and other agreements or documents created in connection with this Plan;
- b. be in form and substance acceptable to the Required DIP Term Lenders;
- c. authorize the assumption, assumption and assignment, and/or rejection of the Executory Contracts and Unexpired Leases by the Debtors as contemplated in this Plan and the Plan Supplement;
- d. decree that the provisions in the Combined Order and this Plan are nonseverable and mutually dependent;
- e. authorize the Debtors to: (i) implement the Restructuring Transactions; (ii) distribute the New Equity Interests pursuant to the exemption from registration under the Securities Act provided by section 1145 of the Bankruptcy Code or other exemption from such registration or pursuant to one or more registration statements; (iii) make all distributions and issuances as required under this Plan consistent with the Transaction Term Sheet, including the New Equity Interests; and (iv) enter into any agreements, transactions, and sales of property as contemplated by this Plan and the Plan Supplement, including the Management Incentive Plan;
- f. authorize the implementation of this Plan in accordance with its terms; and
- g. provide that, pursuant to section 1146 of the Bankruptcy Code, the assignment or surrender of any lease or sublease, and the delivery of any deed or other instrument or transfer order, in furtherance of, or in connection with this Plan, including any deeds, bills of sale, or assignments executed in connection with any disposition or transfer of assets contemplated under this Plan, shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

8. Each document or agreement necessary to effectuate the Plan, including all Definitive Documents, shall have been executed and/or effectuated, shall be in form and substance acceptable to the Required Consenting Term Lenders and Company Parties, and shall be consistent with the Transaction Support Agreement or the DIP & Exit ABL Commitment Letter, as applicable, including the consent rights provided therein, and any conditions precedent related thereto or contained therein shall have been satisfied prior to or contemporaneously with the occurrence of the Effective Date or otherwise waived in accordance with the terms of the applicable Definitive Documents.

9. The Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Restructuring Transactions, and all applicable regulatory or government imposed waiting periods shall have expired or been terminated.

10. All governmental and third-party approvals and consents that may be necessary in connection with the Restructuring Transactions shall have been obtained, not be subject to unfulfilled conditions, and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on the Restructuring Transactions.

11. No court of competent jurisdiction or other competent governmental or regulatory authority shall have issued any order making illegal or otherwise restricting, limiting, preventing, or prohibiting the consummation of any of the Restructuring Transactions.

12. The Debtors shall have paid in full all professional fees and expenses of the Retained Professionals that require the Bankruptcy Court's approval or amounts sufficient to pay such fees and expenses after the Effective Date shall have been placed in the Professional Fee Escrow Account pending the Bankruptcy Court's approval of such fees and expenses.

13. The Restructuring Fees and Expenses shall have been paid in full in Cash (subject to any order of the Bankruptcy Court).

14. The restructuring to be implemented on the Effective Date shall be consistent with this Plan, the Transaction Support Agreement, and the DIP & Exit ABL Commitment Letter.

15. There shall not have been instituted or threatened or be pending any material action, proceeding, application, claim, counterclaim, or investigation (whether formal or informal) (or there shall not have been any material adverse development to any action, application, claim, counterclaim, or proceeding currently instituted, threatened, or pending) before or by any court, governmental, regulatory or administrative agency or instrumentality, domestic or foreign, or by any other person, domestic or foreign, in connection with the Restructuring Transactions that, in the reasonable judgment of the Debtors and the Required Consenting Term Lenders would prohibit, prevent, or restrict consummation of the Restructuring Transactions in a materially adverse manner.

Following the satisfaction or waiver of the foregoing, concurrently with or immediately following effectiveness of this Plan on the Effective Date:

1. The Existing Equity Interests shall have been canceled and the New Equity Interests shall have been issued by Reorganized Parent and distributed in accordance with the terms of this Plan.

2. The New Equity Interests to be issued and/or delivered on the Effective Date (as set forth in this Plan) shall have been validly issued by Reorganized Parent, shall be fully paid and non-assessable, and shall be free and clear of all taxes, Liens and other encumbrances, pre-emptive rights, rights of first refusal, subscription rights and similar rights, except for any restrictions on transfer as may be imposed by (i) applicable securities Laws and (ii) the New Organizational Documents of Reorganized Parent.

3. All conditions precedent to the effectiveness of the Exit Facilities and all other financing agreements and arrangements contemplated hereunder, as applicable, shall be or have been, as applicable, funded and closed and be in full force and effect.

4. The Releases set forth in this Plan shall be in full force and effect.

5. The Debtors shall have paid in full to the relevant Persons all payments and fees provided for in the Transaction Support Agreement, the Transaction Term Sheet, and applicable Definitive Documents that are payable on, before, or in connection with the occurrence of the Effective Date.

Immediately following effectiveness of the Plan, the Reorganized Debtors shall complete the termination of registration of all Securities under sections 13 and 15(d) of the Exchange Act such that the Reorganized Debtors shall be a private company as soon as reasonably practicable after the Effective Date.

B. Waiver of Conditions

Subject to section 1127 of the Bankruptcy Code, the conditions to Confirmation and consummation of this Plan set forth in this Article VIII may be waived by the Debtors, with the consent of the Required Consenting Lenders, without notice, leave, or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate this Plan. The failure of the Debtors or Reorganized Debtors to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each right shall be deemed an ongoing right that may be asserted at any time.

C. Effect of Non-Occurrence of Conditions to the Effective Date

If the Confirmation of this Plan or the Effective Date does not occur with respect to one or more of the Debtors on or before the termination of the Transaction Support Agreement, then this Plan shall, with respect to such applicable Debtor or Debtors, be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders, or any other Person or Entity; (3) constitute an allowance of any Claim or Interest; or (4) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders, or any other Person or Entity in any respect.

D. Substantial Consummation

“Substantial consummation” of this Plan, as defined in section 1102(2) of the Bankruptcy Code, shall be deemed to occur on the Effective Date.

Article IX.

DISCHARGE, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Discharge of Claims and Termination of Interests

Pursuant to and to the fullest extent permitted by section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in this Plan, the Combined Order, the Definitive Documents, or in any contract, instrument, or other agreement or document created or entered into, the distributions, rights, and treatment that are provided in this Plan shall be in full and final satisfaction, settlement, release, and discharge, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, demands against, Liens on, obligations of, rights against, and Interests in, the Debtors, the Reorganized Debtors, the Estates, or any of their assets or properties,

regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted this Plan. The Combined Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date.

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to this Plan, the provisions of this Plan shall constitute a good-faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Combined Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, the Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of this Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against the Debtors and the Estates and Causes of Action against other Entities.

B. *Releases by the Debtors*

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in this Plan or the Combined Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, is and is deemed to be, forever and unconditionally released, and absolved by each Debtor, Reorganized Debtor, and the Estates from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction,

(8) any contract, instrument, release, or other agreement or document created or entered into in connection with this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of this Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to this Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under this Plan or any other related agreement, or (10) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed or (2) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under this Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan, or any agreement, Claim, or obligation arising or assumed under this Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing this Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

C. *Releases by Holders of Claims and Interests*

To the extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in this Plan or the Combined Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the

Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any Security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of this Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to this Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under this Plan or any other related agreement, or (10) any other act, or omission, transaction, agreement, event, or other occurrence relating to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under this Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan, or any agreement, claim, or obligation arising or assumed under this Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

D. *Exculpation*

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of this Plan, the Transaction Support Agreement, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with this Plan, the Disclosure Statement,

the Definitive Documents, the Plan Supplement, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with this Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of this Plan; *provided*, that the foregoing provisions of this exculpation shall not operate to waive or release: (1) any Claims or Causes of Action arising from willful misconduct, actual fraud (but not, for the avoidance of doubt, fraudulent transfers), or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (2) the rights of any Person or Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan or assumed pursuant to this Plan or Final Order of the Bankruptcy Court; *provided*, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of this Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to this Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or such distributions made pursuant to this Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. For the avoidance of doubt and notwithstanding anything else herein, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

E. *Permanent Injunction*

Except as otherwise expressly provided in the Transaction Support Agreement, this Plan or the Combined Order, from and after the Effective Date, all Persons and Entities are, to the fullest extent provided under Section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (1) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (2) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (3) creating, perfecting, or enforcing any Lien or encumbrance; (4) asserting a right of setoff or subrogation of any kind; or (5) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to this Plan or the Combined Order against any Person or Entity so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11 Cases under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to

Article IX hereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

F. *SEC Reservation of Rights*

Notwithstanding any language to the contrary in the Disclosure Statement, Plan and/or Combined Order, no provision shall (i) preclude the SEC from enforcing its police or regulatory powers or (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, Causes of Action, proceedings or investigations against any non-Debtor Person or non-Debtor Entity in any forum.

**Article X.
RETENTION OF JURISDICTION**

Notwithstanding the entry of the Combined Order and the occurrence of the Effective Date, except to the extent set forth herein or under applicable federal law, the Bankruptcy Court shall retain on and after the Effective Date jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and this Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

A. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;

B. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Retained Professionals authorized pursuant to the Bankruptcy Code or this Plan;

C. resolve any matters related to: (1) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Cure Costs arising therefrom, including Cure Costs pursuant to section 365 of the Bankruptcy Code; (2) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (3) the Reorganized Debtors amending, modifying, or supplementing, after the Effective Date, any Executory Contracts and Unexpired Leases to be assumed or rejected or otherwise; and (4) any dispute regarding whether a contract or lease is or was executory or expired;

D. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of this Plan and the Combined Order;

E. adjudicate, decide, or resolve any motions, adversary proceedings, contested, or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

F. adjudicate, decide, or resolve any and all matters related to Causes of Action;

G. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

H. resolve any cases, controversies, suits, or disputes that may arise in connection with any Claims, including claim objections, allowance, disallowance, estimation, and distribution;

I. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of this Plan, the Combined Order, and all contracts, instruments, releases, and other agreements or documents created in connection with this Plan, the Combined Order, or the Disclosure Statement, including the Transaction Support Agreement;

J. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

K. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the interpretation or enforcement of this Plan, the Combined Order, or any contract, instrument, release or other agreement or document that is entered into or delivered pursuant to this Plan or the Combined Order, or any Entity's rights arising from or obligations incurred in connection with this Plan or the Combined Order;

L. issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with enforcement of this Plan or the Combined Order;

M. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in this Plan and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

N. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid;

O. enter and implement such orders as are necessary or appropriate if the Combined Order is for any reason modified, stayed, reversed, revoked, or vacated;

P. determine any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Combined Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with this Plan, the Combined Order, or the Disclosure Statement;

Q. enter an order or final decree concluding or closing the Chapter 11 Cases;

R. adjudicate any and all disputes arising from or relating to distributions to Holders of Claims and Interests under this Plan;

S. consider any modification of this Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Combined Order;

T. determine requests for payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

U. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan, or the Combined Order, including disputes arising under agreements, documents, or instruments executed in connection with this Plan;

V. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

W. hear and determine all disputes involving the existence, nature, or scope of the Debtors' discharge, including without limitation any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred before or after the Effective Date;

X. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the releases, injunctions, and exculpations provided under Article IX;

Y. resolve any disputes concerning whether a Person had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, in each case, for the purpose of determining whether a Claim or Interest is discharged hereunder or for any other purpose;

Z. enforce all orders previously entered by the Bankruptcy Court; and

AA. hear any other matter not inconsistent with the Bankruptcy Code, this Plan, or the Combined Order.

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Article X, the provisions of this Article X shall have no effect on and shall not control, limit, or prohibit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

Notwithstanding anything to the contrary in this Plan: (1) the Bankruptcy Court's jurisdiction to hear and determine disputes concerning Claims against or Interests in the Debtors that arose before the Effective Date, including, without limitation, any Claims based in whole or in part on any conduct of the Debtors occurring on or before the Effective Date, shall be non-exclusive; (2) any dispute arising under or in connection with the Exit Facility Documents, and New Organizational Documents, and shall be dealt with in accordance with the provisions of the applicable document; and (3) as of the Effective Date, the Exit Term Loan Credit Agreement shall be governed by the jurisdictional provisions therein.

Article XI.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF PLAN

A. *Modification of Plan*

Subject to the terms of the Transaction Support Agreement and the limitations contained in this Plan, the Debtors or Reorganized Debtors reserve the right to, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise ordered by the Bankruptcy Court, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Transaction Support Agreement: (1) amend or modify this Plan before the entry of the Combined Order, including amendments or modifications to satisfy section 1129(b) of the Bankruptcy Code; (2) amend or modify this Plan after the entry of the Combined Order in accordance with section 1127(b) of the Bankruptcy Code and the Transaction Support Agreement upon order of the Bankruptcy Court; and (3) remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purpose and intent of this Plan upon order of the Bankruptcy Court. In addition, after the Confirmation Date, so long as such action does not adversely affect the treatment of Holders of Allowed Claims pursuant to this Plan, the Debtors may, with the consent of the Required Consenting Term Lenders, make appropriate technical adjustments, remedy any defect or omission or reconcile any inconsistencies in this Plan, the Plan Supplement and/or the Combined Order, with respect to such matters as may be necessary to carry out the purposes and effects of this Plan, and any Holder of a Claim that has accepted this Plan shall be deemed to have accepted this Plan as amended, modified, or supplemented.

B. *Effect of Confirmation on Modifications*

Entry of the Combined Order shall mean that all modifications or amendments to this Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

C. *Revocation of Plan; Reservation of Rights if Effective Date Does Not Occur*

Subject to the occurrence of the Effective Date, the Debtors reserve the right, subject to the terms of the Transaction Support Agreement, to revoke or withdraw this Plan before the entry of the Combined Order and to File subsequent plans of reorganization. If the Debtors revoke or withdraw this Plan, or if entry of the Combined Order or the Effective Date does not occur, or if the Transaction Support Agreement terminates in accordance with its terms before the Effective Date, then: (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount of any Claim or Interest or Class of Claims or Interests), assumption, assumption and assignment, or rejection of Executory Contracts or Unexpired Leases effected by this Plan, and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Interests in, such Debtor or any other Entity; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission, acknowledgment, offer, or undertaking of any sort by the Debtors or any other Entity; *provided*, that any Restructuring Fees and Expenses that have been paid as of the date of revocation or withdrawal of this Plan shall remain paid and shall not be subject to disgorgement or repayment without further order of the Bankruptcy Court.

Article XII.
MISCELLANEOUS PROVISIONS

A. *Immediate Binding Effect*

Notwithstanding Bankruptcy Rules 3020(e), 6004(g), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of this Plan and the documents and instruments contained in the Plan

Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims and Interests (irrespective of whether Holders of such Claims or Interests are deemed to have accepted this Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in this Plan, each Entity acquiring property under this Plan and any and all non-Debtor parties to Executory Contracts and Unexpired Leases, and notwithstanding whether or not such Person or Entity (1) shall receive or retain any property, or interest in property, under this Plan, (2) has filed a Proof of Claim in the Chapter 11 Cases (if applicable) or (3) failed to vote to accept or reject this Plan, affirmatively voted to reject this Plan, or is conclusively presumed to reject this Plan. The Combined Order shall contain a waiver of any stay of enforcement otherwise applicable, including pursuant to Bankruptcy Rule 3020(e) and 7062.

B. *Additional Documents*

Subject to the terms of the Transaction Support Agreement, on or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan. The Debtors or Reorganized Debtors, as applicable, and all Holders of Claims and Interests receiving distributions pursuant to this Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan or the Combined Order.

C. *Payment of United States Trustee Statutory Fees*

All United States Trustee Statutory Fees due and payable to the United States Trustee before the Effective Date shall be paid by the Debtors on the Effective Date. After the Effective Date, any and all United States Trustee Statutory Fees shall be paid to the United States Trustee when due and payable. The Debtors shall file all monthly operating reports due before the Effective Date when they become due, using UST Form 11-MOR. After the Effective Date, the Reorganized Debtors shall each file with the Bankruptcy Court separate UST Form 11-PCR reports when they become due, until the earliest of the Debtors' or Reorganized Debtors' case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code. The United States Trustee shall not be required to File a request for an Administrative Claim for United States Trustee Statutory Fees, and shall not be treated as providing any release under this Plan.

D. *Reservation of Rights*

This Plan shall have no force or effect unless and until the Bankruptcy Court enters the Combined Order. None of the filing of this Plan, any statement or provision contained in this Plan, or the taking of any action by any Debtor with respect to this Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests before the Effective Date.

E. *Successors and Assigns*

The rights, benefits, and obligations of any Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, director, agent, Representative, attorney, beneficiaries, or guardian, if any, of each Entity.

F. *No Successor Liability*

Except as otherwise expressly provided in this Plan and the Combined Order, each of the Reorganized Debtors (1) is not, and shall not be deemed to assume, agree to perform, pay, or otherwise have any responsibilities for any liabilities or obligations of the Debtors or any other Person relating to or

arising out of the operations or the assets of the Debtors on or before the Effective Date, (2) is not, and shall not be, a successor to the Debtors by reason of any theory of law or equity or responsible for the knowledge or conduct of any Debtor before the Effective Date, and (3) shall not have any successor or transferee liability of any kind or character.

G. *Service of Documents*

After the Effective Date, any pleading, notice, or other document required by this Plan to be served on or delivered to the Reorganized Debtors shall also be served on:

Debtors	Counsel to the Debtors
<p>The Container Store Group, Inc. 500 Freeport Parkway, Coppell, TX 75019 Attn: Tasha Grinnell</p>	<p>Hunton Andrews Kurth LLP 600 Travis Street, Suite 4200 Houston, TX 77002 Attn: Timothy A. (“Tad”) Davidson II, Ashley L. Harper, Philip M. Guffy</p> <p>and</p> <p>Latham & Watkins LLP 1271 Avenue of the Americas New York, NY 10020 Attn: George A. Davis, Hugh Murtagh</p> <p>and</p> <p>Latham & Watkins LLP 355 South Grand Avenue, Suite 100 Los Angeles, CA 90071 Attn: Ted A. Dillman</p>
United States Trustee	Counsel to the Ad Hoc Group
<p>Office of the United States Trustee for the Southern District of Texas Trustee 515 Rusk Street, Suite 3516 Houston, TX 77002 Attn: Ha Nguyen, Vianey Garza</p>	<p>Paul Hastings LLP 200 Park Avenue New York, NY 10166 Attn: Jayme Goldstein, Isaac Sasson, William Reily, Leonie Koch</p> <p>and</p> <p>Paul Hastings LLP 600 Travis Street, Floor 58 Houston, TX, 77002 Attn: Schlea Thomas</p> <p>and</p> <p>Paul Hastings LLP 2001 Ross Avenue, Suite 2700 Dallas, TX 75201 Attn: Charles Persons</p>

Counsel to the DIP Term Loan Agents	Counsel to DIP ABL Loan Agent
Paul Hastings LLP 200 Park Avenue New York, NY 10166 Attn: Alex Cota, Liz Loonam	Riemer & Braunstein LLP, Times Square Tower, Seven Times Square, Suite 2506 New York, NY 10036 Attn: Donald E. Rothman and Frost Brown Todd LLP 2101 Cedar Springs Road, Suite 900 Dallas, TX 75201 Attn: Rebecca L. Matthews

H. *Term of Injunctions or Stays*

Unless otherwise provided in this Plan or in the Combined Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in this Plan or the Combined Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in this Plan or the Combined Order shall remain in full force and effect in accordance with their terms.

I. *Entire Agreement*

On the Effective Date, this Plan and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

J. *Governing Law*

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of this Plan, the Plan Supplement, and any agreements, documents, instruments, or contracts executed or entered into in connection with this Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control), and corporate governance matters; *provided*, that corporate governance matters relating to Debtors or Reorganized Debtors, as applicable, not incorporated in New York shall be governed by the laws of the jurisdiction of incorporation of the applicable Debtor or Reorganized Debtor, as applicable.

K. *Exhibits*

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of this Plan as if set forth in full in this Plan. Except as otherwise provided in this Plan, such exhibits and documents included in the Plan Supplement shall initially be Filed with the Bankruptcy Court on or before the Plan Supplement Filing Date. After the exhibits and documents are Filed, copies of such exhibits and documents shall have been available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at <https://www.veritaglobal.net/thecontainerstore> or the Bankruptcy Court's website at www.txs.uscourts.gov. To the extent any exhibit or document is inconsistent with the terms of this Plan,

unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of this Plan shall control.

L. *Nonseverability of Plan Provisions upon Confirmation*

If, before Confirmation, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted; *provided*, that any such alteration or interpretation shall be acceptable to the Debtors and the Required Consenting Term Lenders. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Combined Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to this Plan and may not be deleted or modified without the consent of the Debtors; and (3) nonseverable and mutually dependent.

M. *Closing of Chapter 11 Cases*

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

N. *Conflicts*

To the extent that any provision of the Transaction Support Agreement, the Disclosure Statement, or any order entered before Confirmation (for avoidance of doubt, not including the Combined Order) referenced in this Plan (or any exhibits, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of this Plan, this Plan shall govern and control; *provided, however*, that the parties to the Transaction Support Agreement shall use commercially reasonable efforts to eliminate any such inconsistency by agreement prior to the provisions of this section becoming applicable and enforceable; *provided, further*, that the foregoing shall not abrogate any party's consent rights. To the extent that any provision of this Plan conflicts with or is in any way inconsistent with any provision of the Combined Order, the Combined Order shall govern and control.

O. *No Strict Construction*

This Plan is the product of extensive discussions and negotiations between and among, *inter alia*, the Debtors, the Consenting Stakeholders, and their respective professionals. Each of the foregoing was represented by counsel of its choice who either participated in the formulation and documentation of, or was afforded the opportunity to review and provide comments on, this Plan and the Disclosure Statement, the exhibits and schedules thereto, and the other agreements and documents ancillary or related thereto. Accordingly, unless explicitly indicated otherwise, the general rule of contract construction known as "contra proferentem" or other rule of strict construction shall not apply to the construction or interpretation of any provision of this Plan and the Disclosure Statement, the exhibits and schedules thereto, and the other agreements and documents ancillary or related thereto.

P. *Section 1125(e) Good Faith Compliance*

The Debtors, the Reorganized Debtors, the Consenting Term Lenders, and each of their respective current and former officers, directors, members (including *ex officio* members), managers, employees, partners, advisors, attorneys, professionals, accountants, investment bankers, investment advisors,

actuaries, Affiliates, financial advisors, consultants, agents, and other Representatives of each of the foregoing Entities (whether current or former, in each case in his, her or its capacity as such) have, and upon Confirmation shall be deemed to have, solicited votes on this Plan from the Voting Classes in compliance with the applicable provisions of the Bankruptcy Code, and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with the solicitation, and acted in “good faith” under section 1125(e) of the Bankruptcy Code; and therefore, no such parties, individuals, or the Debtors or the Reorganized Debtors shall have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on this Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under this Plan.

Q. *2002 Notice Parties*

After the Effective Date, the Debtors and the Reorganized Debtors, as applicable, are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed a renewed request after the Combined Hearing to receive documents pursuant to Bankruptcy Rule 2002.

Exhibit B

DIP & Exit ABL Commitment Letter



December 21, 2024

The Container Store Group, Inc.
The Container Store, Inc.
500 Freeport Parkway
Coppell, Texas 75019
Attn: Mr. Jeff Miller
Chief Financial Officer

CONFIDENTIAL

**\$140 Million Senior Secured (a) Debtor-in-Possession Revolving
Credit Facility and (b) Exit Revolving Credit Facility Commitment Letter**

Ladies and Gentlemen:

The Container Store Group, Inc., a Delaware corporation ("**Holdings**"), together with its subsidiaries, The Container Store, Inc., a Texas corporation ("**TCS**" or the "**Borrower**"), TCS Gift Card Services, LLC, a Virginia limited liability company ("**TCS Gift**"), C Studio Manufacturing Inc, a Delaware corporation ("**C Studio**"), and C Studio Manufacturing LLC, a Delaware limited liability company ("**C Studio M**"; and together with Holdings, TCS, TCS Gift and C Studio, "**you**"), is considering filing voluntary petitions (the proceedings resulting therefrom, the "**Chapter 11 Cases**") for relief under Title 11 of the United States Bankruptcy Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**") in order to implement a restructuring of the Debtors (collectively, the "**Transactions**").

The Borrower has requested certain financing from Eclipse Business Capital LLC and its affiliates (collectively, "**EBC**"), and has asked EBC to provide, subject solely to the conditions expressly set forth herein, (a) a \$140 million senior secured debtor-in-possession revolving credit facility (the "**DIP Revolving Facility**") and the commitments thereunder, the "**DIP Revolving Facility Commitment**", respectively), which DIP Revolving Facility shall be structured in substantially the form of Senior Secured Debtor-In-Possession Revolving Credit Agreement attached hereto as Exhibit A (the "**EBC DIP Credit Agreement**"), and (b) a senior secured revolving exit credit facility as structured in the form and manner set forth in Exhibit B attached hereto (the "**Exit Revolving Facility Commitment**"; together with the DIP Revolving Facility Commitment, collectively, the "**Commitments**").

A. DIP Revolving Facility Commitment

The proceeds of the DIP Revolving Facility will be used to (a) refinance certain existing debt of Borrower and its subsidiaries (including the "**Pre-Petition ABL Credit Facility**", as defined in the EBC DIP Credit Agreement), (b) pay fees and expenses related to the DIP Revolving Facility and the Transactions, (c) satisfy ongoing capital expenditures of the Borrower and certain of its subsidiaries, and (d) provide for the ongoing working capital needs of Borrower and certain of its subsidiaries, in each case as a debtor-in-possession asset-based senior secured loan financing during the Chapter 11 Cases.

All terms and conditions of the DIP Revolving Facility, including without limitation with respect to maturity, pricing, fees, collateral, representations and warranties, affirmative and negative covenants (including collateral reporting) and events of default shall be as set forth in the EBC DIP Credit Agreement and the other “Loan Documents” (as defined in the EBC DIP Credit Agreement; such documents, the “**DIP Loan Documents**”); provided, that the DIP Revolving Facility Commitment and the DIP Revolving Facility are subject solely to (a) the execution by Holdings and Borrower of that certain Transaction Support Agreement, dated as of December 21, 2024, by and among you and the Consenting Stakeholders (as defined therein) (the “**Transaction Support Agreement**”), (b) the Bankruptcy Court approving a debtor-in-possession term loan facility on terms and conditions substantially consistent with that certain DIP Term Loan Facility Term Sheet, attached as Exhibit 1 to Exhibit B to the Transaction Support Agreement (the “**DIP Term Facility Term Sheet**”) in the Interim DIP Order (as defined in the EBC DIP Credit Agreement), including, without limitation, that such approved debtor-in-possession term loan facility provides for up to \$40.0 million in new money term loans being made available to the Borrower, in each case subject to the terms and conditions of the DIP Term Facility Term Sheet (such debtor-in-possession term loan facility, a “**Conforming DIP Term Loan Facility**”), (c) the negotiation, execution and delivery of the DIP Loan Documents consistent herewith and otherwise reasonably satisfactory to EBC and you, and (d) the satisfaction (or waiver) of conditions set forth in Article IV of the EBC DIP Credit Agreement.

EBC hereby commits to provide 100% of the DIP Revolving Facility, subject only to the satisfaction (or waiver) of the conditions set forth in Article IV of the EBC DIP Credit Agreement.

B. Exit Revolving Facility Commitment

Based on the information you have provided to us and our discussions to date, EBC is pleased to advise you of its commitment to provide a senior secured, asset-based revolving credit exit facility (the “**Exit Revolving Facility**”) on substantially the terms described in, and subject solely to the satisfaction (or waiver) of the conditions precedent set forth under the heading “Conditions Precedent” in the Exit Facility Term Sheet attached hereto and incorporated herein as Exhibit B (the “**Exit Facility Term Sheet**”; and the credit agreement evidencing the Exit Revolving Facility, the “**Exit Facility Credit Agreement**”) in an aggregate principal amount of \$140 million.

The proceeds of the Exit Revolving Facility will be used to (a) refinance certain existing debt of the Debtors (including those obligations arising under the EBC DIP Credit Agreement) upon Debtors’ emergence from the Chapter 11 Cases, (b) pay fees and expenses related to the Exit Revolving Facility and the Transactions, (c) satisfy ongoing capital expenditures, and (d) provide for the ongoing working capital needs of the Debtors post-emergence, in each case as an exit financing from the Chapter 11 Cases in the Bankruptcy Court in accordance with a plan of reorganization substantially consistent with the Plan (as defined in the Transaction Support Agreement) (including any Plan Supplements (as defined in the Transaction Support Agreement) that are not materially adverse to EBC), or otherwise in form and substance reasonably satisfactory to EBC (the “**Plan of Reorganization**”).

EBC hereby commits to provide 100% of the Exit Revolving Facility, subject only to the satisfaction (or waiver) of the conditions set forth in the Exit Facility Term Sheet under the heading “Conditions Precedent”. EBC hereby agrees that there are no conditions (implied or otherwise) to our commitments in respect of the closing of the Exit Revolving Facility on the Exit Closing Date other than the conditions set forth in the Exit Facility Term Sheet under the heading “Conditions Precedent” and such other or additional conditions precedent as may be customary for similar such transactions and are reasonably agreed to each party hereto. Upon satisfaction (or waiver by all of the lenders under the Exit Revolving Facility) of the conditions set forth in the Exit Facility Term Sheet under the heading “Conditions Precedent” (and such other or additional conditions precedent as may be customary for similar such transactions and are

reasonably agreed to by each party hereto), each party hereto will execute and deliver the definitive documentation for the Exit Revolving Facility to which it is a party, and the closing of the Exit Revolving Facility on the Exit Closing Date (as defined in the Exit Facility Term Sheet) shall occur.

C. Miscellaneous

Holdings and Borrower each represents that (a) all written information (other than projections, forecasts, financial estimates and/or projected information (the “**Projections**”) and/or information of a general economic or industry nature (the “**Information**”) that has been or will be made available to EBC by you or any of your representatives in connection with the Transactions and the Commitments, when taken as a whole, is or will be, when furnished, correct in all material respects and does not or will not, when furnished, contain any untrue statement of a material fact, or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto from time to time) and (b) the Projections that have been or will be made available to us by you or any of your representatives have been or will be prepared in good faith based upon assumptions that you believe to be reasonable at the time made and at the time such Projections are made available to us; it being recognized that such Projections are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond your control, and that actual results during the period or periods covered by any such Projections may differ significantly from the projected results, and that no assurance can be given that the projected results will be realized.

Holdings and Borrower each agree (a) to indemnify and hold harmless EBC and its controlled affiliates and their respective directors, officers, employees, advisors, attorneys, agents and other representatives (each, an “**Indemnified Person**”) from and against any and all losses, claims, damages and liabilities that may be incurred by or asserted or awarded against any Indemnified Person, in each case arising out of or in connection with this Commitment Letter, the DIP Revolving Facility, the Exit Revolving Facility, the use of the proceeds thereof, or the Transactions or any litigation, investigation or proceeding relating to any of the foregoing (including in relation to enforcing the terms of this paragraph) (each, a “**Proceeding**”), which indemnity shall be effective whether or not any Indemnified Person is a party thereto and whether or not such Proceedings are brought by you, your equity holders, affiliates, creditors or any other person, and to reimburse each Indemnified Person promptly upon written demand for any reasonable and documented out-of-pocket legal or other documented out-of-pocket expenses (limited, in the case of counsel, to the reasonable and documented out-of-pocket fees, disbursements and other charges of a single firm of outside counsel to the Indemnified Persons and, if necessary, one local counsel in each relevant jurisdiction and solely in the event of a conflict of interest, one additional counsel (and if necessary, one local counsel in each relevant jurisdiction) to each group of similarly situated affected Indemnified Persons); provided, that the foregoing indemnity will not, as to any Indemnified Person, apply (i) to losses, claims, damages, liabilities or related expenses to the extent such loss, claim, damage, liability or related expense is found by a final, nonappealable judgment of a court of competent jurisdiction to arise or result from the willful misconduct, bad faith or gross negligence of such Indemnified Person or its controlled affiliates, directors, officers, employees, attorneys, advisors, agents or other representatives (collectively, the “**Related Parties**”), (ii) to losses, claims, damages, liabilities or related expenses to the extent they are found by a final, nonappealable judgment of a court of competent jurisdiction to arise or result from a material breach of the obligations of such Indemnified Person or its Related Parties under this Commitment Letter or (iii) to the extent arising from any dispute solely among Indemnified Persons (other than a Proceeding against any Indemnified Person in its capacity as an agent or arranger or similar role under the DIP Revolving Facility or the Exit Revolving Facility unless such loss, claim, damage, liability or related expense arise from the willful misconduct, bad faith, or gross negligence of such Indemnified Person (as determined by a court of competent jurisdiction in a final, nonappealable judgment)) not arising out of any act or omission on the part of you or your affiliates; and (b) regardless of whether the Exit Facility Closing Date occurs, to

reimburse EBC and its affiliates for all reasonable and documented out-of-pocket expenses (including, without limitation, due diligence expenses, syndication expenses, financial advisor's fees, consultant's fees, travel expenses, and the fees, charges and, subject to the limitations described below, disbursements of counsel) incurred in connection with the DIP Revolving Facility and Exit Revolving Facility and any related documentation (including this Commitment Letter, and the definitive financing documentation in connection with the DIP Revolving Facility and Exit Revolving Facility) or the administration, amendment, modification or waiver thereof (limited, in the case of counsel, to the reasonable and documented out-of-pocket fees, disbursements and other charges of a single firm of outside counsel to EBC and its affiliates, taken as a whole, and, if necessary, one local counsel in each relevant jurisdiction and solely in the event of a conflict of interest, one additional counsel (and if necessary, one local counsel in each relevant jurisdiction) to each group of similarly situated affected persons). No Indemnified Person or any other party hereto shall be liable for any damages arising from the use by others of any information or other materials obtained through electronic, telecommunications or other information transmission systems, including an electronic platform or otherwise via the internet, except to the extent of direct, as opposed to indirect, consequential or punitive damages arising from the gross negligence or willful misconduct of the relevant party. None of the Indemnified Persons or you or any of your or their respective Related Parties of the foregoing shall be liable for any indirect, special, punitive or consequential damages in connection with this Commitment Letter, the DIP Revolving Facility, Exit Revolving Facility, or the transactions contemplated hereby and thereby, *provided* that nothing contained in this sentence shall limit your indemnity obligations to the extent set forth herein.

You shall not, without the prior written consent of each applicable Indemnified Person (which consent shall not be unreasonably withheld, conditioned or delayed), effect any settlement of any pending or threatened Proceedings in respect of which indemnity could have been sought hereunder by such Indemnified Person unless such settlement (a) includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person from all liability on claims that are the subject matter of such Proceedings and (b) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person or any injunctive relief or other non-monetary remedy. You acknowledge that any failure to comply with your obligations under the preceding sentence may cause irreparable harm to EBC and the other Indemnified Persons.

Each of the parties hereto agrees that this Commitment Letter is a binding and enforceable agreement with respect to the subject matter contained herein or therein (including an obligation to negotiate the DIP Loan Documents and the definitive documentation for the Exit Revolving Facility in good faith).

This Commitment Letter shall not be assignable by you without the prior written consent of EBC or by EBC without your prior written consent (and any purported assignment without such consent shall be null and void), and is solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and the Indemnified Persons.

The contents of this Commitment Letter are confidential. Holdings and Borrower each agrees that it will not show, circulate, or otherwise disclose this letter or its contents to any other person, except (i) its affiliates, and its and their officers, directors, employees, attorneys, agents, representatives, equity-holders, accountants and advisors, on a confidential basis, (ii) as required in a legal, judicial or administrative proceeding or other compulsory process or as requested by any governmental authority or as otherwise required by applicable law, and (iii) in any suit or legal action or proceeding relating to Holdings' or Borrower's exercise of any rights or remedies hereunder. Notwithstanding anything to the contrary in the foregoing, you shall be permitted to provide unredacted copies of the Commitment Letter (and the attachments hereto) to (i) the Consenting Stakeholders under the Transaction Support Agreement, (ii) the term loan lenders under the Conforming DIP Term Loan Facility, (iii) the Bankruptcy Court and the Office of the United States Trustee and any official committee appointed in the Chapter 11 Cases and (iv) any

other party ordered by the Bankruptcy Court, or otherwise as needed in connection with any legal, judicial, administrative proceeding or other compulsory process or otherwise as required by applicable law or regulations, in each case of this clause (iv) in connection with any motion seeking approval of the DIP Revolving Facility, the Exit Revolving Facility and solely for the use of the Bankruptcy Court or such other party in connection with such motion.

EBC shall treat confidentially (i) all information received by it in connection with this Commitment Letter and the transactions contemplated hereby and (ii) the terms and substance of this Commitment Letter; provided, however, that nothing herein shall prevent EBC from disclosing any such information (a) in any legal, judicial, administrative proceeding or other compulsory process or otherwise as required by applicable law or regulations, (b) upon the request or demand of any regulatory authority having jurisdiction over EBC, (c) to the officers, directors, employees, attorneys, agents, representatives, equity-holders, accountants and advisors, on a confidential basis, (d) to the extent any such information becomes publicly available other than by reason of disclosure by EBC or officers, directors, employees, attorneys, agents, representatives, equity-holders, accountants and advisors in breach of this Commitment Letter, and (e) for purposes of establishing a “due diligence” defense. The provisions of this paragraph shall automatically terminate two years following the date of this Commitment Letter.

The laws of the State of New York (but without giving effect to any choice or conflicts of law provisions or rules (whether of the State of New York or any other jurisdiction) that would result in the application of the laws of any jurisdiction other than the State of New York) shall govern all matters arising out of, in connection with or relating to this letter. The parties hereto consent and agree that the Bankruptcy Court, or if such court shall no longer have jurisdiction over the Chapter 11 Cases, then the state or federal courts located in New York County, New York, shall have exclusive jurisdiction to hear and determine any claims or disputes between or among any of the parties hereto pertaining to this letter or any transaction contemplated herein. The parties hereto expressly submit and consent in advance to such jurisdiction in any action or suit commenced in any such court, and hereby waive any objection, which each of the parties may have based upon lack of personal jurisdiction, improper venue or inconvenient forum.

THE PARTIES HERETO, TO THE EXTENT PERMITTED BY LAW, WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS LETTER AND ANY TRANSACTIONS CONTEMPLATED HEREIN. THIS WAIVER APPLIES TO ANY ACTION, SUIT OR PROCEEDING WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.

The provisions of this letter regarding fees and expenses, indemnities, confidentiality and those set forth in the prior two paragraphs (in each case, except as expressly contemplated in such provisions) shall survive the termination or expiration of this letter and shall remain in full force and effect regardless of whether the transaction contemplated herein closes; provided, that if (a) the DIP Revolving Facility closes, the provisions herein with respect to fees and expenses, indemnities and confidentiality in respect of the DIP Revolving Facility shall be superseded and deemed replaced by the terms of the DIP Loan Documents, and (b) if the Exit Revolving Facility closes, the provisions herein with respect to fees and expenses, indemnities and confidentiality in respect of the Exit Revolving Facility shall be superseded and deemed replaced by the terms of the Exit Loan Documents.

This Commitment Letter may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Commitment Letter by facsimile transmission or other electronic transmission (e.g., a “pdf” or “tiff”) will be effective as delivery of a manually executed counterpart hereof. For purposes hereof, the words “execution,” “execute,” “executed,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract

formulations on electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transaction Act.

This Commitment Letter shall automatically (and without further notice or action) expire and terminate on the earliest to occur of the following: (i) with respect to the DIP Revolving Facility Commitment, the execution and delivery of the DIP Loan Documents and the initial funding of the DIP Revolving Facility; (ii) with respect to the Exit Revolving Facility Commitment, the execution and delivery of the definitive documentation for the Exit Revolving Facility and the initial funding of the Exit Revolving Facility; (iii) entry of an order by the Bankruptcy Court converting the Chapter 11 Cases to proceedings under chapter 7 of the United States Bankruptcy Code or dismissing the Chapter 11 Cases; (iv) with respect to the DIP Revolving Facility, the date that is three (3) business days after the Petition Date (as defined in the EBC DIP Credit Agreement) (or, if such third day is not a business day, the first succeeding business day thereafter) unless the Bankruptcy Court shall have entered the Interim DIP Order (as defined in the EBC DIP Credit Agreement and as may be modified by the Bankruptcy Court or the parties hereto prior to its entry, provided such modifications are reasonably acceptable to EBC in form and substance) on or before such date; or (v) with respect to the Exit Revolving Facility, if the effective date of the Plan of Reorganization has not occurred by the Plan Outside Date Milestone (as defined in the Transaction Support Agreement as in effect on the date hereof, and as such date may be extended in accordance with the Transaction Support Agreement).

[Signatures Appear Following Pages]

We are pleased to have been given the opportunity to assist you in connection with this important financing.

Very truly yours,

ECLIPSE BUSINESS CAPITAL LLC

By: 

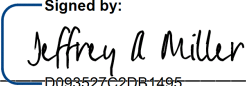
Name: Thomas stone

Title: Authorized Signatory

[Signatures Continued Next Page]

Accepted and agreed to:

THE CONTAINER STORE GROUP, INC.,
a Delaware corporation,

By: 
Signed by:
D093527C2DB1495...
Name: Jeffrey A. Miller
Title: Chief Financial Officer
Date: December 21, 2024

THE CONTAINER STORE, INC.,
a Texas corporation,

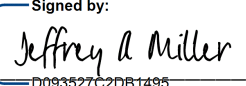
By: 
Signed by:
D093527C2DB1495...
Name: Jeffrey A. Miller
Title: Chief Financial Officer
Date: December 21, 2024

EXHIBIT A

Form of Senior Secured Debtor-In-Possession Revolving Credit Agreement
(see attached)

R&B DRAFT
12/20/2024

**SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION
ASSET-BASED REVOLVING CREDIT AGREEMENT**

\$140,000,000

Dated as of December [24], 2024

among

THE CONTAINER STORE, INC.,
as Borrower,

THE GUARANTORS PARTY HERETO

ECLIPSE BUSINESS CAPITAL LLC,
as Administrative Agent and Collateral Agent,

and

THE OTHER LENDERS PARTY HERETO

ECLIPSE BUSINESS CAPITAL LLC,
as Lead Arranger

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SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION
ASSET-BASED REVOLVING CREDIT AGREEMENT

This SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION ASSET-BASED REVOLVING CREDIT AGREEMENT (this “**Agreement**”) is entered into as of December [24], 2024, among THE CONTAINER STORE, INC., a Texas corporation and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (the “**Borrower**”), the Guarantors party hereto as debtors and debtors-in-possession under Chapter 11 of the Bankruptcy Code, each lender from time-to-time party hereto (collectively, the “**Lenders**” and individually, a “**Lender**”), ECLIPSE BUSINESS CAPITAL LLC (“**Eclipse**”), as Administrative Agent, Collateral Agent and Lead Arranger.

PRELIMINARY STATEMENTS:

WHEREAS, on December [24], 2024 (the “**Petition Date**”), the Borrower and certain affiliates and direct and indirect Subsidiaries of the Borrower (each, a “**Chapter 11 Debtor**” and collectively, the “**Chapter 11 Debtors**”) filed voluntary petitions with the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) initiating their cases under Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”) (collectively, the “**Chapter 11 Cases**”), and each Chapter 11 Debtor has continued and is continuing in the possession of its assets and management of its business pursuant to Sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, The Container Store Group, Inc., a Delaware corporation and Chapter 11 Debtor (“**Holdings**”) and the Borrower have asked the Lenders to provide the Borrower with a senior secured super-priority priming asset-based revolving debtor-in-possession credit facility in an aggregate amount not to exceed \$140,000,000 (subject to the then applicable Borrowing Base) pursuant to the terms, and subject to the conditions set forth, in this Agreement and the Financing Orders (the “**ABL DIP Facility**”), the proceeds of which shall be used (i) for operating, working capital and other general corporate purposes of the Borrower and the Guarantors, including, together with a portion of the loans made under the DIP Term Facility, to refinance in full on the Closing Date the indebtedness outstanding under the Prepetition ABL Credit Facility (and to cash collateralize letters of credit outstanding thereunder), and (ii) to pay fees, costs and expenses incurred in connection with the Transactions and other administration costs incurred in connection with the Chapter 11 Cases;

WHEREAS, the Lenders are willing to make Committed Loans to the Borrower, subject to the terms and conditions set forth in this Agreement and the Financing Orders;

WHEREAS, the Obligations of the Borrower are guaranteed by the Guarantors and subject to the Carve Out, secured by Liens on the Collateral, in each case, as set forth in, and subject to, the Loan Documents and the Financing Orders; and

WHEREAS, the relative priority of the Liens under the ABL DIP Facility, the DIP Term Facility and the Prepetition Term Loan Facility with respect to the Collateral granted to secure the Obligations and the “Obligations” as defined in each of the DIP Term Facility and the Prepetition Term Loan Facility shall be as set forth in the Interim Financing Order and the Final Financing Order, as applicable, in each case upon entry thereof by the Bankruptcy Court.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

ARTICLE I
DEFINITIONS AND ACCOUNTING TERMS

1.01 **Defined Terms.** Unless otherwise defined herein, the following terms are used herein as defined in the UCC: Account Debtor, Chattel Paper, Deposit Accounts, Equipment, Fixtures, Instruments, Inventory and Proceeds. In addition, as used in this Agreement, the following terms shall have the meanings set forth below:

“**ABL DIP Facility**” has the meaning specified in the recitals hereto.

“**ABL DIP Superpriority Claim**” shall have the meaning set forth in the Financing Orders.

“**ABL Priority DIP Collateral**” shall have the meaning specified therefor in the Financing Orders.

“**ABLSoft**” means the electronic and/or internet-based system approved by the Administrative Agent for the purpose of making notices, requests, deliveries, communications and for the other purposes contemplated in this Agreement or otherwise approved by the Administrative Agent, whether such system is owned, operated or hosted by the Administrative Agent, any of its Affiliates or any other Person.

“**Acceptable Plan of Reorganization**” shall mean a plan of reorganization for each of the Chapter 11 Cases that (i) provides for the termination of the unused commitments under the ABL DIP Facility and the exchange of the Committed Loans and other Obligations hereunder for loans under the Exit ABL Facility (as defined below) and full discharge of the Borrower’s and Guarantors’ Obligations hereunder at emergence, (ii) to the maximum extent permitted by applicable law, contains releases for the Agents and the Lenders in form and substance reasonably satisfactory to the Agents and the Lenders, (iii) is consistent with the Transaction Support Agreement, and (iv) provides for entry into the “Exit ABL Facility” (as defined in the Transaction Support Agreement) with Eclipse as lender and agent (such facility the “**Exit ABL Facility**”). For the avoidance of doubt, the Plan (as defined in the Transaction Support Agreement as may be amended, supplemented, amended and restated or otherwise modified from time to time in accordance with the terms hereof and thereof) shall be deemed an Acceptable Plan of Reorganization.

“**Accounts**” means “accounts” as defined in the UCC, and also means a right to payment of a monetary obligation, whether or not earned by performance, (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (b) for services rendered or to be rendered, (c) for a policy of insurance issued or to be issued, (d) for a secondary obligation incurred or to be incurred, or (e) arising out of the use of a credit or charge card or information contained on or for use with the card.

“**ACH**” means automated clearing house transfers.

“**Administrative Agent**” means Eclipse in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent as provided in Section 9.06.

“**Administrative Agent’s Office**” means the Administrative Agent’s address and, as appropriate, account as set forth on Schedule 11.02, or such other address or account as the Administrative Agent may from time to time notify the Borrower and the Lenders.

“**Administrative Questionnaire**” means an Administrative Questionnaire in a form supplied by the Administrative Agent.

“**Affected Financial Institution**” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“**Affiliate**” means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“**Agent Parties**” has the meaning specified in Section 11.02(c).

“**Agents**” means, collectively, the Administrative Agent and the Collateral Agent.

“**Aggregate Commitments**” means, at any time, the sum of the Commitments of all the Lenders at such time. As of the Closing Date, the Aggregate Commitments are \$140.0 million.

“**Agreement**” has the meaning specified in the introductory paragraph hereto, as amended, restated, modified or supplemented from time to time in accordance with the terms hereof.

“**Ancillary Document**” has the meaning specified in Section 11.10(b).

“**Anti-Corruption Laws**” means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or any of its Affiliates from time to time concerning or relating to bribery or corruption.

“**Applicable Margin**” means, with respect to any Term Benchmark Loan, 4.25% and, with respect to any Base Rate Loan, 3.25%.

“**Applicable Percentage**” means, with respect to any Lender, at any time, the percentage (carried out to the fourth decimal place) of the Aggregate Commitments represented by such Lender’s Commitment at such time. If the commitment of each Lender to make Loans and the obligation of any L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 8.02 or if the Aggregate Commitments have expired, then the Applicable Percentage of each Lender shall be determined based on the Applicable Percentage of such Lender most recently in effect, giving effect to any subsequent assignments. The initial Applicable Percentage of each Lender is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto. Notwithstanding the foregoing, in the case of Section 2.03(e) when a Defaulting Lender shall exist, “**Applicable Percentage**” as used in such Section 2.03(e) with respect to any non-Defaulting Lender shall mean the percentage of the Aggregate Commitments (disregarding any Defaulting Lender’s Commitments) represented by such non-Defaulting Lender’s Commitment.

“**Appraised Value Percentage**” means the net orderly liquidation value of the Borrower’s and the Subsidiary Guarantors’ Inventory as determined by (i) the Prepetition Appraisal or, if later, the most current third-party appraisal report, performed in a manner substantially consistent with the Prepetition Appraisal by an appraisal firm retained by the Administrative Agent for such appraisal project with respect to the Eligible Inventory and Eligible In-Transit Inventory.

“**Approved Bankruptcy Court Order**” shall mean (a) the Financing Orders and the Cash Management Order, as each such order is amended and in effect from time to time in accordance with this Agreement in a manner satisfactory to the Administrative Agent in its reasonable discretion (to the extent any such modification is adverse to the Lenders or Administrative Agent), (b) any other order entered by the Bankruptcy Court (in each case in form and substance satisfactory to the Administrative Agent in its reasonable discretion) regarding, relating to or impacting (i) any rights or remedies of any Credit Party, (ii) the Loan Documents or the DIP Term Loan Documents (including the Borrower’s and the Guarantors’ obligations thereunder), (iii) the Collateral, any Liens thereon or any ABL DIP Superpriority Claims (including, without limitation, any sale or other disposition of Collateral or the priority of any such Liens or ABL DIP Superpriority Claims), (iv) the use of cash collateral, (v) debtor-in-possession financing, (vi)

adequate protection or otherwise relating to any of the Prepetition Facilities or (vii) any plan of reorganization (it being understood that any Acceptable Plan of Reorganization is in form and substance satisfactory to the Administrative Agent in its reasonable discretion) and (c) any other order entered by the Bankruptcy Court that has not been vacated, reversed or stayed.

“**Approved Budget**” shall mean the “Initial Budget” as defined in the Interim Financing Order, as such budget is modified pursuant to the terms of the Financing Orders and in form and substance reasonably acceptable to the Administrative Agent.

“**Approved Electronic Communication**” means each notice, demand, communication, information, document and other material transmitted, posted or otherwise made or communicated by e-mail, facsimile, ABLSoft or any other equivalent electronic service, whether owned, operated or hosted by the Administrative Agent, any of its Affiliates or any other Person, that any party is obligated to, or otherwise chooses to, provide to the Administrative Agent pursuant to this Agreement or any other Loan Document, including any financial statement, financial and other report, notice, request, certificate and other information or material; provided, that Approved Electronic Communications shall not include any notice, demand, communication, information, document or other material that Agent specifically instructs a Person to deliver in physical form.

“**Approved Fund**” means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“**Arranger**” means Eclipse Business Capital LLC.

“**Assignee Group**” means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

“**Assignment and Assumption**” means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 11.06(b)(iii)), and accepted by the Administrative Agent, in substantially the form of Exhibit F or any other form approved by the Administrative Agent.

“**Attributable Indebtedness**” means, on any date, (a) in respect of any Capital Lease Obligations of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease or similar payments under the relevant lease or other applicable agreement or instrument that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease or other agreement or instrument were accounted for as a Capital Lease Obligation and (c) all Synthetic Debt of such Person.

“**Availability Period**” means the period from and including the Closing Date to the earliest of (a) the Maturity Date, (b) the date of termination of the Aggregate Commitments pursuant to Section 2.06, and (c) the date of termination of the Commitment of each Lender to make Loans pursuant to Section 8.02.

“**Availability Reserves**” means, without duplication of any other Reserves or items that are otherwise addressed or excluded through eligibility criteria, an amount, if any, established in the Administrative Agent’s reasonable discretion, equal to the sum of (a) the amount of all sales taxes that have been collected by the Borrower and Subsidiary Guarantors and not remitted to any state taxing authority when due, (b) an amount equal to two (2) months’ gross rent for each leased Store or distribution center of the Borrower and the Subsidiary Guarantors located in a Landlord Lien State (consistent with the Administrative Agent’s usual practices), (c) 50% of Customer Credit Liabilities, (d) an amount based on

rent which is past due for more than ten days for any of the Borrower's or Subsidiary Guarantors' leased locations, with the exception of past due rent that is the subject of a Permitted Protest as determined by the Administrative Agent in its reasonable discretion, (e) [reserved], (f) such other reserves established in the Administrative Agent's reasonable discretion which are reasonably required pursuant to this Agreement, including, without limitation, reserves implemented in connection with Permitted Liens, Permitted Encumbrances, and Permitted Indebtedness, but in the case of each of the foregoing, only to the extent such Liens, encumbrances and Indebtedness relate or in any way affect the Borrowing Base, (g) reserves implemented in order to protect the Credit Parties from any Liens, encumbrances or claims that could, in the reasonable judgment of the Administrative Agent, take priority over the Liens of the Collateral Agent in the Collateral, (h) Dilution Reserves, (i) reserves for Shrink related to Eligible Inventory and freight and duties related to Eligible In-Transit Inventory, and (j) reserves reasonably calculated to cover the Lenders' exposure for funding the Carve Out, which for the avoidance of doubt, shall be reduced by any amounts then held in the Carve Out Reserve Account (in each case as determined in good faith by the Administrative Agent, including, but not limited to, in accordance with the Approved Budget).

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an interest period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” (or similar concept) pursuant to clause (e) of Section 3.02.

“Avoidance Actions” has the meaning set forth in the Financing Orders.

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

“Bail-In Legislation” means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“Bankruptcy Code” has the meaning specified in the introductory paragraphs hereto.

“Bankruptcy Court” has the meaning specified in the introductory paragraphs hereto.

“Base Rate” means, for any day, the rate per annum equal to the greatest of (a) the Floor plus one percent (1.00%), (b) the Federal Funds Rate in effect on such day plus one-half of one percent ($\frac{1}{2}\%$), (c) the Term SOFR Rate in effect on such day, plus one percent (1.00%), provided, that this clause (c) shall not be applicable during any period in which Term SOFR is unavailable or unascertainable, and (d) the rate of interest announced, from time to time, by Wells Fargo Bank, N.A. at its principal office in San Francisco as its “prime rate” in effect on such day, with the understanding that the “prime rate” is one of Wells Fargo Bank, N.A.'s base rates (not necessarily the lowest of such rates) and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto and is evidenced by the recording thereof after its announcement in such internal publications as Wells Fargo Bank, N.A. may designate (or, if such rate ceases to be so published, as quoted from such other generally available and

recognizable source as Agent may select in its reasonable discretion). If the Base Rate is being used as an alternate rate of interest pursuant to Section 3.02 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 3.02(b)), then the Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Base Rate as determined pursuant to the foregoing would be less than 3.00%, such rate shall be deemed to be 3.00% for purposes of this Agreement.

“Base Rate Committed Loan” means a Committed Loan that is a Base Rate Loan.

“Base Rate Loan” means a Loan that bears interest based on the Base Rate.

“Benchmark” means, initially, the Term SOFR Rate; provided that if a Benchmark Transition Event and the related Benchmark Replacement Date have occurred with respect to the Term SOFR Rate or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) of Section 3.02.

“Benchmark Replacement” means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(a) Daily Simple SOFR; or

(b) the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for dollar-denominated syndicated credit facilities at such time in the United States and (ii) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (a) or (b) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable interest period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for dollar-denominated syndicated credit facilities at such time.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement and/or any Term Benchmark Loan, any technical, administrative or operational changes

(including changes to the definition of “Base Rate”, the definition of “Business Day”, the definition of “U.S. Government Securities Business Day”, the definition of “Interest Period” (or similar concept), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“**Benchmark Replacement Date**” means, with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of “Benchmark Transition Event”, the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of “Benchmark Transition Event”, the first date on which all Available Tenors of such Benchmark (or such component thereof) have been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“**Benchmark Transition Event**” means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the FRB, the NYFRB, the CME Term SOFR Administrator, an insolvency official with jurisdiction

over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“**Benchmark Unavailability Period**” means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (a) or (b) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.02 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.02.

“**Beneficial Ownership Certification**” means a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation.

“**Beneficial Ownership Regulation**” means 31 C.F.R. § 1010.230.

“**Benefit Plan**” means any of (a) an “employee benefit plan” (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in Section 4975 of the Code to which Section 4975 of the Code applies, and (c) any Person whose assets include (for purposes of the Plan Asset Regulations or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such “employee benefit plan” or “plan”.

“**BHC Act Affiliate**” means, as to any Person, an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such Person.

“**Borrower**” has the meaning specified in the introductory paragraph hereto.

“**Borrower Materials**” has the meaning provided in Section 6.02.

“**Borrowing**” means a borrowing of a Committed Loan or a Swing Line Loan, as the context may require.

“**Borrowing Base**” means, at any time of calculation, an amount equal to:

- (a) the Eligible Accounts Component; plus
- (b) the Credit Card Receivables Component; plus

- (c) the Inventory Component; minus
- (d) the then amount of all Availability Reserves.

“**Borrowing Base Calculation**” means a calculation of the Borrowing Base, in form and substance reasonably satisfactory to the Administrative Agent, utilizing information certified by the Borrowers and provided to the Administrative Agent in electronic format in the Borrowing Base portal tab in ABLSoft.

“**Business Day**” means any day (other than a Saturday or a Sunday) on which banks are open for business in New York City; provided that, in addition to the foregoing, a Business Day shall be in relation to Loans referencing the Term SOFR Rate and any interest rate settings, fundings, disbursements, settlements or payments of any such Loans referencing the Term SOFR Rate or any other dealings of such Loans referencing the Term SOFR Rate, any such day that is only a U.S. Government Securities Business Day.

“**Capital Lease Obligations**” means, with respect to any Person, the obligation of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP as in effect on the Closing Date, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP as in effect on the Closing Date.

“**Carve Out Reserve Account**” has the meaning given to the term “Carve-Out Reserve Account” in the Financing Orders.

“**Carve Out**” shall mean the “Carve Out” as defined in the Financing Orders.

“**Cash Collateralize**” means providing Letter of Credit Collateralization.

“**Cash Equivalents**” means any of the following types of Investments, to the extent owned by Holdings, the Borrower, or any of their respective Restricted Subsidiaries:

(a) readily marketable obligations issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof having maturities of not more than 360 days from the date of acquisition thereof; provided that the full faith and credit of the United States of America is pledged in support thereof;

(b) time deposits with, or insured certificates of deposit or bankers’ acceptances of, any commercial bank that (i) (A) is a Lender that offers such deposits, certificates of deposit or bankers’ acceptances in the ordinary course of such Lender’s business or (B) is organized under the laws of the United States of America, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States of America, any state thereof or the District of Columbia, and is a member of the Federal Reserve System, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (c) of this definition and (iii) has combined capital and surplus of at least \$1.0 billion, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(c) commercial paper issued by any Person organized under the laws of any state of the United States of America and rated at least “Prime-1” (or the then equivalent grade) by Moody’s or at least “A-1” (or the then equivalent grade) by S&P, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(d) Investments, classified in accordance with GAAP as current assets of Holdings, the Borrower, or any of their respective Restricted Subsidiaries, in money market investment programs registered under the Investment Company Act of 1940, which are administered by financial institutions that have the highest rating obtainable from either Moody's or S&P, and the portfolios of which are limited solely to Investments of the character, quality and maturity described in clauses (a), (b) and (c) of this definition; and

(e) in the case of any Foreign Subsidiary, investments of comparable tenor and credit quality to those described in the foregoing clauses (a) through (d) customarily utilized in countries in which such Foreign Subsidiary operates for short term cash management purposes.

“Cash Management Order” means, as applicable, the interim and final order of the Bankruptcy Court in substantially the form reviewed by the Administrative Agent prior to the Closing Date, together with all extensions, modifications and amendments, in each case, in form and substance reasonably acceptable to the Administrative Agent, which, among other things, (a) authorizes and approves the Chapter 11 Debtors' use of its existing cash management systems, (b) authorizes the Chapter 11 Debtors to use existing bank accounts, (c) authorizes the payment of fees, expenses and other charges, whether arising pre-petition or post-petition, in the ordinary course, and (d) waives the requirements of Section 345(b) of the Bankruptcy Code.

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980.

“CERCLIS” means the Comprehensive Environmental Response, Compensation and Liability Information System maintained by the U.S. Environmental Protection Agency.

“CFC” means a Person that is a controlled foreign corporation under Section 957 of the Code.

“Change in Law” means the occurrence after the date of this Agreement of any of the following: (a) the adoption of or taking effect of any law, rule, regulation or treaty; (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority; or (c) compliance by any Lender or L/C Issuer (or, for purposes of Section 3.03(b), by any lending office of such Lender or by such Lender's or L/C Issuer's holding company, if any) with any request, guideline, requirement or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith or in the implementation thereof, and (y) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted, issued or implemented.

“Chapter 11 Cases” has the meaning specified in the introductory paragraphs hereto.

“Chapter 11 Debtors” has the meaning specified in the introductory paragraphs hereto.

“Class” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Committed Loans or Swing Line Loans, when used in reference to any Commitment, refers to whether such Commitment is a Commitment or a Swing Line Commitment and

when used in reference to any Lender, refers to whether such Lender has a Loan or Commitment with respect to a single class.

“**Closing Date**” means the first date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 11.01.

“**CME Term SOFR Administrator**” means CME Group Benchmark Administration Limited as administrator of the forward-looking term SOFR (or a successor administrator).

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Collateral**” means all of the “DIP Collateral” (or equivalent term) as defined in the Interim Financing Order (and, when entered, the Final Financing Order).

“**Collateral Agent**” means Eclipse in its capacity as collateral agent under any of the Loan Documents, or any successor collateral agent as provided in Section 9.06.

“**Collateral Documents**” means, collectively, the Financing Orders and each of the other agreements, instruments or documents that creates or purports to create a Lien in favor of the Collateral Agent for the benefit of the Credit Parties.

“**Commercial Letter of Credit**” means any Letter of Credit issued for the purpose of providing the primary payment mechanism in connection with the purchase of any materials, goods or services by the Borrower or a Subsidiary Guarantor in the ordinary course of business of such Borrower or Subsidiary Guarantor.

“**Commitment**” means, as to each Lender, its obligation to (a) make Committed Loans to the Borrower pursuant to Section 2.01, (b) purchase participations in L/C Obligations, (c) purchase participations in Swing Line Loans and (d) [reserved], in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender’s name on Schedule 2.01 under the caption “Commitment” or in the applicable Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement including, without limitation, pursuant to Section 2.03.

“**Commitment Fee**” has the meaning specified in Section 2.09(a).

“**Commitment Letter**” means the \$140 Million Senior Secured (a) Debtor-in-Possession Revolving Credit Facility and (b) Exit Revolving Credit Facility Commitment Letter, dated December [20], 2024, by and among the Borrower, Holdings and Eclipse Business Capital LLC, including all exhibits, annexes, schedules and other attachments thereto, in each case, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“**Committed Loan**” has the meaning specified in Section 2.01.

“**Commodity Exchange Act**” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“**Compliance Certificate**” means a certificate substantially in the form of Exhibit D.

“**Connection Income Taxes**” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“**Consolidated**” means, when used to modify a financial term, test, statement, or report of a Person, the application or preparation of such term, test, statement or report (as applicable) based upon the consolidation, in accordance with GAAP, of the financial condition or operating results of such Person and its Subsidiaries.

“**Contractual Obligation**” means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “**Controlling**” and “**Controlled**” have meanings correlative thereto.

“**Corresponding Tenor**” with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“**Cost**” means the calculated cost of purchases, based upon the Borrower’s and Subsidiary Guarantors’ accounting practices, known to the Administrative Agent, which practices are in effect on the Closing Date as such calculated cost is determined from invoices received by the Borrower and the Subsidiary Guarantors, the Borrower’s and Subsidiary Guarantors’ purchase journals or the Borrower’s and Subsidiary Guarantors’ stock ledger. “Cost” includes inventory capitalization costs and other non-purchase price charges (such as duty, brokerage, freight and expenses related to design, raw material procurement and quality control) used in the Borrower’s or the Subsidiary Guarantors’ calculation of cost of goods sold.

“**Covered Entity**” means any of the following: (a) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (b) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (c) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“**Covered Party**” has the meaning specified in Section 11.22.

“**Credit Card Advance Rate**” means 100%.

“**Credit Card Receivables Component**” means the face amount of Eligible Credit Card Receivables multiplied by the Credit Card Advance Rate.

“**Credit Extensions**” mean each of the following: (a) a Borrowing and (b) an L/C Credit Extension.

“**Credit Party**” means, individually, and “**Credit Parties**” means collectively, the following: (a) the Lenders and their Affiliates, (b) the Agents, each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.05, (c) each L/C Issuer, (d) the Arranger, (e) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document, (f) any other Person to whom Obligations under this Agreement and other Loan Documents are owing and (g) the successors and assigns of each of the foregoing.

“**Credit Party Expenses**” means, without limitation, (a) all reasonable and documented in reasonable detail out-of-pocket expenses incurred by the Agents, the Arranger and their respective Affiliates, in connection with this Agreement and the other Loan Documents, including without limitation (i) the reasonable and documented in reasonable detail fees, charges and disbursements of (A) internal and

external counsel for the Agents and the Arranger, provided that the Agents and the Arranger shall be entitled to be reimbursed for no more than one external counsel and, if reasonably necessary, for one local counsel in each relevant jurisdiction material to the interest of the Lenders, in each case, selected by the Agent, absent a conflict of interest between any of such Persons where the affected Persons inform the Borrower of such conflict, in which case the affected Persons may engage and be reimbursed for one additional counsel, (B) outside consultants for the Agents, (C) appraisers, (D) collateral field examinations and (E) all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Obligations and (ii) in connection with (A) [reserved], (B) the preparation, negotiation, administration, management, execution and delivery of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (C) the enforcement or protection of their rights in connection with this Agreement or the Loan Documents or efforts to preserve, protect, collect, or enforce the Collateral, or (D) any workout, restructuring or negotiations in respect of any Obligations, (b) with respect to each L/C Issuer, and its Affiliates, all reasonable and documented in reasonable detail out-of-pocket expenses incurred in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder, and (c) all reasonable and documented in reasonable detail out-of-pocket expenses incurred by the Credit Parties who are not the Agents, the Arranger, an L/C Issuer or any Affiliate of any of them, after the occurrence and during the continuance of an Event of Default, provided that such Credit Parties shall be entitled to reimbursement for no more than one internal and one external counsel representing all such Credit Parties (absent a conflict of interest between the Credit Parties, where the affected Credit Parties inform the Borrower of such conflict, in which case the Credit Parties may engage and be reimbursed for one additional counsel).

“Customer Credit Liabilities” means at any time, the aggregate remaining value at such time of (a) outstanding gift certificates and gift cards sold by the Borrower and Subsidiary Guarantors entitling the holder thereof to use all or a portion of the certificate or gift card to pay all or a portion of the purchase price for any Inventory, and (b) outstanding merchandise credits issued by and customer deposits received by the Borrower and the Subsidiary Guarantors.

“Customs Broker Agreement” means an agreement, in form and substance reasonably satisfactory to the Collateral Agent, among the Borrower, the Subsidiary Guarantors, a customs broker or other carrier, and the Collateral Agent, in which the customs broker or other carrier acknowledges that it has control over and holds the documents evidencing ownership of the subject Inventory for the benefit of the Collateral Agent and agrees, upon notice from the Collateral Agent, to hold and dispose of the subject Inventory solely as directed by the Collateral Agent.

“Daily Simple SOFR” means, for any day (a **“SOFR Rate Day”**), a rate per annum equal to SOFR for the day (such day, a **“SOFR Determination Date”**) that is five (5) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

“DDA” means each checking or other demand deposit account maintained by any of the Loan Parties. All funds in each DDA shall be conclusively presumed to be Collateral and proceeds of Collateral and the Agents and the Lenders shall have no duty to inquire as to the source of the amounts on deposit in any DDA.

“Debtor Relief Laws” means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“Default” means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

“Default Rate” means (a) when used with respect to Obligations other than Letter of Credit Fees, an interest rate equal to (i) the Base Rate plus (ii) the Applicable Margin applicable to Base Rate Loans, plus (iii) 2% per annum; provided, however, that with respect to a Term Benchmark Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Margin) otherwise applicable to such Loan plus 2% per annum, and (b) when used with respect to Letter of Credit Fees, a rate equal to the Applicable Margin for Term Benchmark Loans plus 2% per annum.

“Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“Defaulting Lender” means any Lender that (a) has failed, within one (1) Business Day of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or (iii) pay over to any Loan Party any other amount required to be paid by it hereunder; (b) has notified the Borrower or any Loan Party in writing, or has made a public statement, to the effect that it does not intend or expect to comply with any of its funding obligations under this Agreement or generally under other agreements in which it commits to extend credit; (c) has failed, within one (1) Business Day after request by the Administrative Agent or a Loan Party, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations to fund prospective Loans and participations in then outstanding Letters of Credit under this Agreement; provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Loan Party’s receipt of such certification in form and substance satisfactory to it and the Administrative Agent; or (d) has (or whose bank holding company has) (i) been placed into receivership, conservatorship or bankruptcy or (ii) become the subject of a Bail-In Action; provided that a Lender shall not become a Defaulting Lender solely as a result of the acquisition or maintenance of an ownership interest in such Lender or Person controlling such Lender or the exercise of control over a Lender or Person controlling such Lender by a Governmental Authority or an instrumentality thereof so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to the Borrower, each L/C Issuer, the Swing Line Lender and each Lender.

“Dilution” means, as of any date of determination, a percentage, based upon the experience of the immediately prior twelve (12) months, that is the result of dividing the amount of (a) bad debt write-downs, discounts, advertising allowances, credits, or other dilutive items with respect to a Loan Party’s Accounts during such period by (b) such Loan Party’s billings with respect to Accounts during such period.

“Dilution Reserve” shall have the meaning set forth in the definition of “Eligible Accounts Advance Rate”.

“DIP Facilities” shall mean, collectively, the ABL DIP Facility and the DIP Term Facility.

“**DIP Term Facility**” shall mean the term loan credit facility evidenced by the DIP Term Loan Documents, including commitments and loans thereunder.

“**DIP Term Loans**” shall mean the loans now or hereafter made by or on behalf of any lender under the DIP Term Loan Agreement or by the DIP Term Loan Agent pursuant to the DIP Term Facility as set forth therein in the DIP Term Loan Agreement.

“**DIP Term Loan Agent**” shall mean, collectively, Acquiom Agency Services LLC and Seaport Loan Products LLC, as co-administrative agents and Acquiom Agency Services LLC, as collateral agent under the DIP Term Loan Agreement.

“**DIP Term Loan Agreement**” shall mean that certain Senior Secured Super-Priority Priming Debtor-In-Possession Term Loan Agreement, dated as of the date hereof, by and among Holdings, the Borrower, the other guarantors from time to time party thereto, the lenders party from time to time party thereto, and the DIP Term Loan Agent, as amended, restated, supplemented or otherwise modified from time to time.

“**DIP Term Loan Documents**” shall mean the DIP Term Loan Agreement, any note issued thereunder and the other “Loan Documents” under and as defined in the DIP Term Loan Agreement, as each may be amended, restated, supplemented or otherwise modified from time to time.

“**DIP Term Loan Obligations**” shall mean the “Obligations” as defined in the DIP Term Loan Agreement.

“**Discharge of Term Obligations**” shall have the meaning specified therefor in the Intercreditor Agreement.

“**Disposition**” or “**Dispose**” means the sale, transfer, license, lease, or other disposition (in one transaction or in a series of transactions and whether effected pursuant to a Division or otherwise) of any property by any Person (including, without limitation, any sale and leaseback transaction and any issuance of Equity Interests or Disqualified Equity Interests of any other Person held by a specified Person), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith, in each case, resulting in consideration to such Person (including assumption of liabilities) for any such transaction or series of related transactions in excess of \$1.0 million.

“**Disqualified Equity Interests**” means any Equity Interests of any Person that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder thereof), or upon the happening of any event, (a) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, in each case prior to the six month anniversary of the Scheduled Maturity Date, (b) requires the payment of any cash dividend or any other scheduled payment constituting a return of capital, in each case prior to the six month anniversary of the Scheduled Maturity Date or (c) is convertible into or exchangeable for debt securities or for any Equity Interest referred to in clause (a) above, in each case at any time prior to the six month anniversary of the Scheduled Maturity Date.

“**Dividing Person**” has the meaning specified in the definition of “Division.”

“**Division**” means the division of the assets, liabilities and/or obligations of a Person (the “**Dividing Person**”) among two or more Persons (whether pursuant to a “plan of division” or similar arrangement),

which may or may not include the Dividing Person and pursuant to which the Dividing Person may or may not survive.

“**Division Successor**” means any Person that, upon the consummation of a Division of a Dividing Person, holds all or any portion of the assets, liabilities and/or obligations previously held by such Dividing Person immediately prior to the consummation of such Division. A Dividing Person which retains any of its assets, liabilities and/or obligations after a Division shall be deemed a Division Successor upon the occurrence of such Division.

“**Dollar**”, “**dollars**” and “**\$**” mean lawful money of the United States.

“**Domestic Subsidiary**” means any Subsidiary that is organized or existing under the laws of the United States, any state thereof or the District of Columbia.

“**Drawing Document**” means any Letter of Credit or other document presented for purposes of drawing under any Letter of Credit, including by electronic transmission such as SWIFT, electronic mail, facsimile or computer-generated communication.

“**EEA Financial Institution**” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“**EEA Member Country**” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“**EEA Resolution Authority**” means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

“**Electronic Signature**” means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

“**Eligible Assignee**” means (a) a Credit Party or any of its Affiliates; (b) a bank, insurance company, or company engaged in the business of making commercial loans, which Person, together with its Affiliates, has a combined capital and surplus in excess of \$250.0 million; (c) an Approved Fund; (d) any Person to whom a Credit Party assigns its rights and obligations under this Agreement as part of an assignment and transfer of such Credit Party’s rights in and to a material portion of such Credit Party’s portfolio of asset based credit facilities, and (e) any other Person (other than a natural person) approved by (i) the Administrative Agent and each L/C Issuer, and (ii) unless an Event of Default under Section 8.01(a) or 8.01(g) has occurred and is continuing, the Borrower (each such approval not to be unreasonably withheld or delayed); provided that notwithstanding the foregoing, “Eligible Assignee” shall not include a Loan Party or any of the Loan Parties’ Affiliates or Subsidiaries; and provided further that any proposed assignee that would be a Fee Recipient will not be an Eligible Assignee unless such Person is a Permitted Investor.

“**Eligible Accounts**” means, at any time of determination and subject to the criteria below, an Account of the Borrower or any Subsidiary Guarantor, that was generated and billed by the Borrower or

such Subsidiary Guarantor in the ordinary course of business, and which the Administrative Agent, in its reasonable discretion, deems to be an Eligible Account. The net amount of an Eligible Account at any time shall be the face amount of such Eligible Account as originally billed minus all customer deposits, unapplied cash collections and other Proceeds of such Account received from or on behalf of the Account Debtor thereunder as of such date and any and all returns, rebates, discounts (which may, at the Administrative Agent's option, be calculated on shortest terms), credits, allowances or excise Taxes of any nature at any time issued, owing, claimed by Account Debtors, granted, outstanding or payable in connection with such Accounts at such time. Without limiting the generality of the foregoing, the following Accounts shall not be Eligible Accounts:

- (a) the Account Debtor is a Loan Party or an Affiliate of any Loan Party;
- (b) it remains unpaid longer than the earlier to occur of (A) 120 days after the original invoice date or (B) 60 days after the original invoice due date;
- (c) the Account Debtor or its Affiliates are past any of the applicable dates referenced in clause (b) above on other Accounts owing to the Borrower or such Subsidiary Guarantor comprising more than fifty percent (50%) of all of the Accounts owing to the Borrower or such Subsidiary Guarantor by such Account Debtor or its Affiliates;
- (d) all Accounts owing by the Account Debtor or its Affiliates represent more than thirty percent (30%) of all other Accounts; provided, that Accounts which are deemed to be ineligible solely by reason of this clause (d) shall be considered Eligible Accounts to the extent of the amount thereof which does not exceed thirty percent (30%) of all other Accounts;
- (e) [reserved];
- (f) the Account is subject to any contra relationship, counterclaim, dispute deposit, or set-off; provided, that Accounts which are deemed to be ineligible by reason of this clause (f) shall be considered ineligible only to the extent of such applicable contra relationship, counterclaim, dispute or set-off;
- (g) the Account Debtor's chief executive office or principal place of business is located outside of the United States, unless the Account is (i) supported by an irrevocable letter of credit or credit insurance satisfactory to Agent in its reasonable discretion, (ii) generated by an Account Debtor with its principal place of business in Canada (provided that the Collateral Agent has a first priority perfected security interest in such Account in the appropriate Canadian province), or (iii) approved by Administrative Agent on a case by case basis;
- (h) it is payable in a currency other than Dollars or Canadian Dollars;
- (i) it (i) arises from a sale on a bill-and-hold, guaranteed sale, sale-or-return, sale-on-approval, consignment, retainage or any other repurchase or return basis or (ii) consists of progress billings or other advance billings that are due prior to the completion of performance by Borrower or the applicable Subsidiary Guarantor of the subject contract for goods or services;
- (j) the Account Debtor is the United States of America or any state or political subdivision (or any department, agency or instrumentality thereof), unless the Borrower or the applicable Subsidiary Guarantor has complied with the Assignment of Claims Act or other applicable similar state or local law in a manner reasonably satisfactory to the Administrative Agent;

(k) it is (a) not at all times subject to the Administrative Agent's duly perfected, first-priority security interest, or (b) subject to any other Lien, or the goods giving rise to such Account were, at the time of sale, subject to any Lien, in each case, other than a Permitted Lien;

(l) it is evidenced by Chattel Paper, Promissory Note or an Instrument of any kind or has been reduced to judgment;

(m) there are facts or circumstances existing, or which could reasonably be anticipated to occur, which could reasonably be expected to result in a material adverse change in the Account Debtor's financial condition or materially impair or delay the collectability of all or any portion of such Account;

(n) the Administrative Agent has not been furnished with all documents and other information pertaining to such Account which the Administrative Agent has reasonably requested, or which any Borrower is obligated to deliver to the Administrative Agent, pursuant to this Agreement;

(o) the Borrower has made an agreement with the Account Debtor to extend the time of payment thereof beyond the time periods set forth in clause (b) above;

(p) the Borrower has posted a surety or other bond in respect of the contract or transaction under which such Account arose;

(q) the Account Debtor is subject to any proceeding seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar applicable law or is subject to any Sanctions or any specially designated nationals list maintained by OFAC or any Governmental Authority;

(r) the sale giving rise to such Account is on cash in advance or cash on delivery terms;

(s) any Accounts of Account Debtors against whom the materialmen, laborers or suppliers of any of the Loan Parties have Liens; provided, that Accounts which are deemed to be ineligible by reason of this clause (r) shall be considered ineligible only to the extent of such Liens;

(t) Accounts that have not been earned by performance or do not represent bona fide amounts due to the Borrower from an Account Debtor;

(u) which (i) does not arise from the sale of goods or performance of services in the ordinary course of business, (ii) is not evidenced by a customer statement or other documentation satisfactory to the Administrative Agent which has been sent to the Account Debtor or (iii) relates to payments of interest;

(v) Accounts with respect to which (A) the goods giving rise to such Account have not been shipped and billed to the Account Debtor, or (B) the services giving rise to such Account have not been performed and billed to the Account Debtor;

(w) the Account Debtor on such Accounts is located in any jurisdiction which adopts a statute or other requirement that any Person that obtains business from within such jurisdiction or is otherwise subject to such jurisdiction's Tax law must file a "Business Activity Report" (or other applicable report) or make any required filings in a timely manner in order to enforce its claims in such jurisdiction's courts or arising under such jurisdiction's laws; provided, that such

Accounts shall nonetheless be Eligible Accounts if such the Borrower has filed a “Business Activity Report” (or other applicable report or required filing);

(x) with respect to which any check or other instrument of payment has been returned uncollected for any reason;

(y) which is owed by an Account Debtor (a) is a Sanctioned Person or (b) that has sold all or substantially all of its assets; or

(z) which is for goods that have been sold under a purchase order or pursuant to the terms of a contract or other agreement or understanding (written or oral) that indicates or purports that any Person other than the Borrower or a Subsidiary Guarantor has or has had an ownership interest in such goods, or which indicates any party other than the Borrower or a Subsidiary Guarantor as payee or remittance party.

“**Eligible Accounts Advance Rate**” means 85%; provided, that if Dilution exceeds five percent (5%), the Administrative Agent may, at its option in its reasonable discretion, (A) reduce such advance rates by the number of full or partial percentage points comprising such excess or (B) establish a Reserve on account of such excess (the “**Dilution Reserve**”).

“**Eligible Accounts Component**” means the amount of Eligible Accounts multiplied by the Eligible Accounts Advance Rate.

“**Eligible Credit Card Receivables**” means Accounts due to the Borrower and the Subsidiary Guarantors on a non-recourse basis from Visa, Mastercard, American Express Company, Discover, and other credit card issuer and processors acceptable to the Administrative Agent in its reasonable discretion, as arise in the ordinary course of business (net of fees payable to the applicable credit card issuer), which have been earned by performance, and are deemed by the Administrative Agent in its reasonable discretion to be eligible for inclusion in the calculation of the Borrowing Base. Without limiting the foregoing, none of the following shall be deemed to be Eligible Credit Card Receivables:

(a) Accounts due from major credit card processors that have been outstanding for more than five (5) Business Days from the date of sale;

(b) Accounts due from major credit card processors with respect to which the Borrower or a Subsidiary Guarantor does not have good, valid and marketable title, free and clear of any Lien (other than Liens granted to the Collateral Agent for its own benefit and the ratable benefit of the other Credit Parties and Liens to secure the Term Facility);

(c) Accounts due from major credit card processors that are not subject to a first priority security interest in favor of the Collateral Agent for its own benefit and the ratable benefit of the other Credit Parties (it being the intent that chargebacks in the ordinary course by the credit card processors shall not be deemed violative of this clause);

(d) Accounts due from major credit card processors which are disputed, are with recourse, or with respect to which a claim, counterclaim, offset or chargeback has been asserted (to the extent of such claim, counterclaim, offset or chargeback);

(e) Accounts due from major credit card processors as to which the credit card processor has the right under certain circumstances to require the Borrower or a Subsidiary Guarantor to repurchase the Accounts from such credit card processor;

(f) Accounts due from any Person on account of any private label credit card receivables other than such Accounts under programs between a Loan Party and a third party reasonably acceptable to the Administrative Agent where the third party retains the consumer credit exposure;

(g) Accounts due from major credit card processors which the Administrative Agent determines in its reasonable discretion to be uncertain of collection, or

(h) Accounts not subject to Credit Card Notification, except Accounts with credit card processors set forth on Schedule 6.13 for a period of 90 days following the Closing Date (or such longer period as may be agreed by the Administrative Agent in its sole discretion).

“Eligible In-Transit Inventory” means, as of any date of determination thereof, without duplication of other Eligible Inventory, Inventory:

(a) Which is in transit from one U.S. location of the Borrower or a Subsidiary Guarantor to another U.S. location of the Borrower or a Subsidiary Guarantor and which otherwise would constitute Eligible Inventory; or

(b) (i) Which has been shipped by a Foreign Subsidiary or other Person from a foreign location for receipt by the Borrower or a Subsidiary Guarantor within forty-five (45) days of the date of shipment, which has left such foreign location in a water borne vessel or is in transit from such vessel on ground in the U.S. but has not yet been delivered to such Borrower or Subsidiary Guarantor;

(ii) For which the purchase order is in the name of the Borrower or a Subsidiary Guarantor and title has passed to such Borrower or Subsidiary Guarantor;

(iii) For which Collateral Agent has a first priority perfected security interest in such Inventory and all documents of title with respect to such Inventory by either of the following: (x) the Administrative Agent shall have in its possession true and correct originals of all applicable negotiable bills of lading covering such Inventory or (y) (i) the Administrative Agent shall be named as the consignee on non-negotiable bills of lading covering such Inventory and (ii) the Agent shall have received a duly executed bailee agreement from each applicable broker, freight forwarder, bailee or carrier for such Inventory, in form and substance satisfactory to the Administrative Agent; provided, however, that in the event of any change in law or judicial interpretation thereof the Collateral Agent reasonably believes that any additional actions are required by the Borrower or Subsidiary Guarantor in order to ensure that the Collateral Agent has a first priority, perfected security interest in such Inventory, the Borrower or such Subsidiary Guarantor shall be required to take such actions in order for such Inventory to satisfy this clause (b)(iii);

(iv) Which, at such time, (A) a UCC financing statement naming the Collateral Agent as secured party is on file in the appropriate UCC filing office and (B) is not subject to any Liens in favor of Persons other than the Collateral Agent (other than any Permitted Liens);

(v) Which is insured in accordance with the terms of this Agreement; and

(vi) Which otherwise would constitute Eligible Inventory;

provided, that at any time, Eligible In-Transit Inventory (other than Eligible In-Transit Inventory which is in transit from one location of the Borrower or a Subsidiary Guarantor to another location of the Borrower or a Subsidiary Guarantor) shall not exceed 15% (or during the period from October 1 through December 31 of any Fiscal Year, 30%) of Eligible Inventory at such time.

“Eligible Inventory” means, as of the date of determination thereof, without duplication, (a) Eligible In-Transit Inventory and (b) items of Inventory of the Borrower or a Subsidiary Guarantor that are finished goods, merchantable and readily saleable to the public in the ordinary course deemed by the Administrative Agent in its reasonable discretion to be eligible for inclusion in the calculation of the Borrowing Base, in each case that, except as otherwise agreed by the Administrative Agent, complies with each of the representations and warranties respecting Inventory made by the Borrower and the Subsidiary Guarantors in the Loan Documents, and that is not excluded as ineligible by virtue of one or more of the criteria set forth below. The following items of Inventory shall not be included in Eligible Inventory:

- (a) Inventory that is not solely owned by the Borrower or a Subsidiary Guarantor;
- (b) Inventory that is leased by or is on consignment to the Borrower or a Subsidiary Guarantor or as to which the Borrower or a Subsidiary Guarantor does not have good and valid title thereto;
- (c) Inventory (other than Eligible In Transit Inventory or Inventory which is the subject of an Eligible Letter of Credit) that is not located in the United States of America (excluding Puerto Rico and other territories or possessions of the United States).
- (d) Inventory that is comprised of goods which (i) are damaged, defective, “seconds,” or otherwise unmerchantable, (ii) are to be returned to the vendor, (iii) are obsolete or slow moving, or custom items, work-in-process, raw materials, or that constitute spare parts, promotional, marketing, packaging and shipping materials or supplies used or consumed in the Borrower’s or a Subsidiary Guarantor’s business, (iv) are not in compliance with all standards imposed by any Governmental Authority having regulatory authority over such Inventory, its use or sale, (v) are vendor serviced merchandise not reflected in the stock ledger, (vi) are bill and hold goods, (vii) are “zero-quantity” or “zero-cost” items, or (viii) constitute foreign exchange rate (FX) losses reclassified to Inventory;
- (e) Inventory that is not subject to a perfected first-priority security interest in favor of the Collateral Agent for its own benefit and the ratable benefit of the other Credit Parties (subject to the priorities set forth in the Financing Orders;
- (f) Inventory that consists of samples, labels, bags, packaging, and other similar non-merchandise categories;
- (g) Inventory that is not insured in compliance with the provisions of Section 6.07 hereof;
- (h) Inventory that has been sold but not yet delivered or as to which the Borrower or a Subsidiary Guarantor has accepted a deposit;
- (i) Inventory that is subject to any licensing, patent, royalty, trademark, trade name or copyright agreement with any third party from which the Borrower or any of its Subsidiaries has received notice of a dispute in respect of any such agreement, which would materially interfere

with the use of such license, patent, trademark, trade name or copyright by the Borrower or any of its Subsidiaries; or

(j) Inventory acquired in an acquisition permitted under Section 7.03, unless and until the Collateral Agent has completed or received (i) an appraisal of such Inventory from appraisers satisfactory to the Collateral Agent, establishes an inventory advance rate and Inventory Reserves (if applicable) therefor, and otherwise agrees that such Inventory shall be deemed Eligible Inventory, and (ii) such other due diligence as the Agents may require, all of the results of the foregoing to be reasonably satisfactory to the Agents.

“Eligible Letter of Credit” means, as of any date of determination thereof, a Commercial Letter of Credit which supports the purchase of Inventory, (a) which Inventory does not constitute Eligible In-Transit Inventory and for which no documents of title have then been issued; (b) which Inventory otherwise would constitute Eligible Inventory, (c) which Commercial Letter of Credit has an expiry within forty-five (45) days of the date of determination, and (d) which Commercial Letter of Credit provides that it may be drawn only after the Inventory is completed and after documents of title have been issued for such Inventory reflecting the Borrower, a Subsidiary Guarantor, or the Collateral Agent as consignee of such Inventory.

“Enhanced Collateral Trigger Event” means that Excess Availability is less than 17.5% of the lesser of (i) the Borrowing Base and (ii) the Aggregate Commitments. For purposes of this Agreement, the occurrence of an Enhanced Collateral Trigger Event shall be deemed continuing until Excess Availability has equaled or exceeded 17.5% of the lesser of (i) Borrowing Base and (ii) the Aggregate Commitments for 30 consecutive days, in which case an Enhanced Collateral Trigger Event shall no longer be deemed to be continuing for purposes of this Agreement.

“Environmental Laws” means any and all Federal, state, local and foreign statutes, laws, regulations, ordinances, rules, common law, judgments, orders, decrees, permits, concessions, grants, franchises or licenses, relating to pollution or the protection of the environment or the Release or threat of Release of any hazardous substances, materials or wastes (including Hazardous Materials) into the environment or human health (to the extent related to exposure to Hazardous Materials), or generation, storage, treatment, transport or handling of any Hazardous Materials.

“Environmental Liability” means any liability, whether pending or threatened (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower, any other Loan Party or any of their respective Restricted Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Environmental Permit” means any permit, approval, identification number, license or other authorization required under any Environmental Law.

“Equity Interests” means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and

whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

“Equity Investors” means Holdings, the Sponsor and the Management Stockholders.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

“ERISA Affiliate” means any entity under common control with Holdings and the Borrower and which Holdings or the Borrower would be treated as a single employer within the meaning of Section 414 of the Code or Section 4001(a)(14) of ERISA.

“ERISA Event” means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by Holdings, the Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) with respect to any Pension Plan, a failure to satisfy the minimum funding standard under Sections 412 and 430 of the Code or Sections 302 and 303 of ERISA, whether or not waived; (d) a determination that any Pension Plan is, or is expected to be, in “at-risk” status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code); (e) a complete or partial withdrawal (within the meanings of Sections 4203 and 4205 of ERISA) by Holdings, the Borrower or any ERISA Affiliate from a Multiemployer Plan or receipt by Holdings or the Borrower of notice from any Multiemployer Plan that it is insolvent (within the meanings of Section 4245 of ERISA) or in “endangered” or “critical” status (within the meaning of Section 432 of the Code or Section 305 of ERISA); (f) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Section 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate under Section 4042 of ERISA a Pension Plan or Multiemployer Plan; (g) the appointment of a trustee to administer under Section 4042 of ERISA any Pension Plan or Multiemployer Plan; or (h) with respect to any Pension Plan the imposition of a lien or the posting of a bond or other security pursuant to Section 436(f) of the Code or Section 206(g)(5) of ERISA.

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

“Event of Default” has the meaning specified in Section 8.01. An “Event of Default” shall be deemed to be continuing unless and until that Event of Default has been duly waived as provided in Section 11.01.

“Excess Availability” means, as of any date of determination thereof by the Administrative Agent, the result, if a positive number, of:

- (a) The lesser of:
 - (i) the Borrowing Base; or
 - (ii) the Aggregate Commitments; minus
- (b) The aggregate of the outstanding Credit Extensions.

“Excess Swing Line Loans” has the meaning specified in Section 2.14(a).

“Excluded Account” means any (a) deposit account which is used solely for purposes of funding payroll, payroll taxes, employee benefit payments, (b) deposit accounts which are zero balance accounts, (c) other controlled disbursement accounts, (d) trust accounts, (e) petty cash accounts, (f) deposit accounts to the extent holding funds from unredeemed gift cards and (g) other deposit accounts with a demand deposit balance not exceeding \$10,000 individually and \$100,000 in the aggregate at any time.

“Excluded Swap Obligation” means, with respect to any Loan Party, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Loan Party of, or the grant by such Loan Party of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Loan Party’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time such Loan Party’s obligations under the last paragraph of Section 10.01 become effective with respect to such related Swap Obligation.

“Excluded Taxes” means, with respect to the Agents, any Lender, each L/C Issuer or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) taxes imposed on or measured by its overall net income (however denominated), franchise taxes imposed on it (in lieu of net income taxes) and branch profits taxes, in each case, (i) imposed as a result of such recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Borrower under Section 11.13), any U.S. federal withholding tax to the extent imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new Lending Office) except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from the Borrower with respect to such withholding tax pursuant to Section 3.01; (c) taxes attributable to a recipient’s failure to comply with Section 3.01(g), 3.01(h) or 3.01(i) and (d) any tax imposed under FATCA.

“Existing Credit Agreement” means that certain Credit Agreement dated as of April 6, 2012 among the Borrower, the guarantors party thereto, the Administrative Agent, the lenders party thereto and the other agents party thereto, as amended.

“Existing Letters of Credit” means the Letters of Credit set forth on Schedule 2.03.

“Facility” means the Commitments, Loans and other Credit Extensions under this Agreement.

“FATCA” means Sections 1471 through 1474 of the Code, as of the date of this Agreement, (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations promulgated thereunder or official interpretations thereof, any agreement entered into pursuant to Section 1471(b)(1) of the Code, any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to such intergovernmental agreement.

“Federal Funds Effective Rate” means, for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions (as determined in such manner as shall be set forth on the NYFRB’s Website from time to time) and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate, provided that, if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

“**Fee Letter**” means the letter agreement, dated as of the date hereof, among the Borrower and Eclipse, as such letter agreement may from time to time be amended, restated, supplemented or otherwise modified from time to time.

“**Fee Recipient**” means any Person (other than the Administrative Agent in its capacity as such) that will be entitled to receive any payment of fees (however denominated), including, without limitation, any Commitment Fee or any Letter of Credit Fee.

“**Financing Orders**” shall mean, collectively, the Interim Financing Order and the Final Financing Order.

“**Final Financing Order**” shall have the meaning assigned to such term in Section 4.02(e).

“**First Priority**” means, with respect to any Lien purported to be created on any Collateral pursuant to any Collateral Document, that such Lien is the most senior Lien to which such Collateral is subject (subject to Permitted Liens and the Financing Orders).

“**Fiscal Month**” means any fiscal month of any Fiscal Year.

“**Fiscal Quarter**” means any fiscal quarter of any Fiscal Year.

“**Fiscal Year**” means any period of twelve consecutive Fiscal Months ending on the Saturday closest to March 31 in each calendar year (except for 53-week years).

“**Floor**” means 2.00%.

“**Foreign Lender**” means any Lender or L/C Issuer that is not, for U.S. federal income tax purposes, (a) an individual who is a citizen or resident of the United States, (b) a corporation, partnership or other entity treated as a corporation or partnership created or organized in or under the laws of the United States, or any political subdivision thereof, (c) an estate whose income is subject to U.S. federal income taxation regardless of its source or (d) a trust if a court within the United States is able to exercise primary supervision over the administration of such trust and one or more United States persons have the authority to control all substantial decisions of such trust. In addition, solely for purposes of clause (b) of the definition of “Excluded Taxes”, a Foreign Lender shall include a partnership or other entity treated as a partnership created or organized in or under the laws of the United States, or any political subdivision thereof, but only to the extent the partners of such partnership (including indirect partners if the direct partners are partnerships or other entities treated as partnerships for U.S. federal income tax purposes created or organized in or under the laws of the United States, or any political subdivision thereof) are treated as Foreign Lenders under the preceding sentence.

“**Foreign Plan**” means any employee benefit plan, program, policy, arrangement or agreement maintained or contributed to by, or entered into with, Holdings, the Borrower or any Subsidiary with respect to employees employed by Holdings, the Borrower or any Subsidiary outside the United States that is not subject to the laws of the United States.

“**Foreign Subsidiary**” means any Subsidiary that is not a Domestic Subsidiary.

“**FRB**” means the Board of Governors of the Federal Reserve System of the United States.

“**Fund**” means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

“**GAAP**” means generally accepted accounting principles in the United States, as in effect from time to time; provided, however, that if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof (including through the adoption of IFRS) on the operation of such provisions (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof (including through the adoption of IFRS), then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

“**Governmental Authority**” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“**Guarantee**” means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the “**primary obligor**”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien). The amount of any Guarantee shall be deemed to be an amount equal to, with respect to clause (a) above, the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith or, with respect to clause (b) above, the fair market value of the property subject to (or contemplated to be subject to) such Lien as determined by the guaranteeing Person in good faith. The term “Guarantee” as a verb has a corresponding meaning.

“**Guarantors**” means, collectively, Holdings and each Domestic Subsidiary of the Borrower (in each case pursuant to the terms and conditions hereof and of the Financing Orders).

“**Guaranty**” means the guaranty contained in Article X hereof made by the Guarantors in favor of the Credit Parties.

“**Hazardous Materials**” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or

asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated or defined as hazardous or toxic (or words of similar import) pursuant to any Environmental Law.

“**Holdings**” has the meaning specified in the Preliminary Statements.

“**IFRS**” means International Financial Reporting Standards and applicable accounting requirements set by the International Accounting Standards Board or any successor thereto (or the Financial Accounting Standards Board, the Accounting Principles Board of the American Institute of Certified Public Accountants, or any successor to either such Board, or the SEC, as the case may be), as in effect from time to time.

“**Indebtedness**” means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

- (a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;
- (b) the maximum amount (after giving effect to any prior drawings or reductions that may have been reimbursed) of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial letters of credit), bankers’ acceptances, bank guaranties, surety bonds and similar instruments;
- (c) net obligations of such Person under Swap Contracts;
- (d) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business which are being disputed in good faith by appropriate proceedings or which are not past due for more than 120 days after the date on which such trade account was created, any bona fide earn-out obligation or purchase price adjustment until such obligation is not paid after becoming due and payable and accounts for payroll and other liabilities in the ordinary course of business);
- (e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;
- (f) all Attributable Indebtedness in respect of Capital Lease Obligations and Synthetic Lease Obligations of such Person and all Synthetic Debt of such Person;
- (g) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interest in such Person or any other Person, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends; and
- (h) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is non-recourse to such Person. The amount of any net obligation under any Swap Contract on any date shall be

deemed to be the Swap Termination Value thereof as of such date. The amount of outstanding Indebtedness as of any date shall be the principal amount or accreted value thereof at such date.

“**Indemnified Taxes**” means Taxes other than Excluded Taxes imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document.

“**Indemnitee**” has the meaning specified in Section 11.04(b).

“**Independent Financial Advisor**” means an accounting, appraisal, investment banking firm or consultant of nationally recognized standing that is, in the good faith judgment of the Borrower, qualified to perform the task for which it has been engaged and that is independent of the Borrower and its Affiliates.

“**Information**” has the meaning specified in Section 11.07.

“**Intellectual Property**” means all present and future: trade secrets, know-how and other proprietary information; trademarks, internet domain names, service marks, trade dress, trade names, business names, designs, logos, slogans, indicia of origin, and other source and/or business identifiers, and all registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights and copyright applications; unpatented inventions (whether or not patentable); patents and patent applications; license agreements related to any of the foregoing; all other intellectual property; and all common law and other rights throughout the world in and to all of the foregoing.

“**Intercreditor Agreement**” means the Intercreditor Agreement, dated as of April 6, 2012, by and among JPMorgan Chase Bank, N.A., as ABL Agent, and JPMorgan Chase Bank, N.A., as Term Agent, as amended, restated, amended and restated, supplemented or otherwise modified from time to time and as further amended by the Financing Orders, including to add the Agents and the DIP Term Loan Agents thereto.

“**Interest Payment Date**” means (a) with respect to any Base Rate Loan (including a Swing Line Loan), the first Business Day after the end of each calendar month, upon any prepayment and the Maturity Date, (b) [reserved], and (c) with respect to any Term Benchmark Loan, the first day of each calendar month, upon any prepayment and the Maturity Date.

“**Interim Financing Order**” shall have the meaning assigned to such term in Section 4.01(i).

“**Inventory**” has the meaning given that term in the UCC, and shall also include, without limitation, all: (a) goods which (i) are leased by a Person as lessor, (ii) are held by a Person for sale or lease or to be furnished under a contract of service, (iii) are furnished by a Person under a contract of service, or (iv) consist of raw materials, work in process, or materials used or consumed in a business; (b) goods of said description in transit; (c) goods of said description which are returned, repossessed or rejected; and (d) packaging, advertising, and shipping materials related to any of the foregoing.

“**Inventory Component**” means (a) Eligible Inventory, net of Inventory Reserves, valued at cost, multiplied by (b) the Appraised Value Percentage, multiplied by 100%.

“**Inventory Reserves**” means such reserves as may be established from time to time by the Administrative Agent in the Administrative Agent’s reasonable discretion which negatively affect the saleability, at retail, of the Eligible Inventory or which reflect such other factors as negatively affect the market value of the Eligible Inventory. Without limiting the generality of the foregoing, Inventory Reserves may include (but are not limited to) reserves based on:

- (a) Obsolescence;
- (b) Seasonality;
- (c) [reserved];
- (d) [reserved];
- (e) Change in Inventory character;
- (f) Change in Inventory composition;
- (g) Change in Inventory mix;
- (h) Markdowns (both permanent and point of sale);
- (i) Retail markdowns and markups inconsistent with prior period practice and performance, industry standards, current business plans or advertising calendar and planned advertising events; and
- (j) Out-of-date and/or expired Inventory.

“**Investment**” means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or interest in, another Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the assets of another Person or of the assets of another Person that constitute a discrete business unit. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested (measured at the time made), without adjustment for subsequent increases or decreases in the value of such Investment.

“**IRS**” means the United States Internal Revenue Service.

“**ISDA Definitions**” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.

“**ISP**” means, with respect to any Letter of Credit, the “International Standby Practices 1998” published by the Institute of International Banking Law & Practice (or such later version thereof as may be in effect at the time of issuance).

“**Issuer Documents**” means with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by any L/C Issuer and the Borrower (or any Subsidiary Guarantor) or in favor of such L/C Issuer and relating to any such Letter of Credit.

“**Landlord Lien State**” means such state(s) in which a landlord’s claim for rent has priority over the lien of the Collateral Agent in any of the Collateral (including, without limitation, Virginia, Pennsylvania, and Washington).

“**Laws**” means, collectively, all international, foreign, Federal, state and local statutes, laws (including common law), treaties, rules, guidelines, regulations, judgments, ordinances, codes and

administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“**L/C Credit Extension**” means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof.

“**L/C Issuer**” means Wells Fargo Bank, National Association, BMO, Capital One, Truist Bank, or any other Person that, at the request of Borrower and with the consent of the Administrative Agent, agrees, in such Person’s sole discretion to become an L/C Issuer for the purpose of issuing Letters of Credit pursuant to Section 2.03.

“**L/C Obligations**” means, as at any date of determination, the aggregate undrawn amount available to be drawn under all outstanding Letters of Credit plus the aggregate of all Unreimbursed Amounts, including all Letter of Credit Disbursements. For purposes of computing the amounts available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.07. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be “outstanding” in the amount so remaining available to be drawn.

“**Lease**” means any agreement, whether written or oral, no matter how styled or structured, pursuant to which a Loan Party is entitled to the use or occupancy of any space in a structure, land, improvements or premises for any period of time.

“**Lender**” has the meaning specified in the introductory paragraph hereto and their respective successors and assigns as permitted hereunder, each of which is referred to herein as a “**Lender**”; as the context requires, the term “**Lender**” includes the Swing Line Lender.

“**Lending Office**” means, as to any Lender, the office or offices of such Lender described as such in such Lender’s Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent.

“**Letter of Credit**” means any letter of credit issued hereunder.

“**Letter of Credit Application**” means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by any L/C Issuer.

“**Letter of Credit Collateralization**” means any of the following, at the option of the Borrower:

(a) providing cash collateral (pursuant to documentation reasonably satisfactory to the Administrative Agent (including that the Administrative Agent has a first priority perfected Lien in such cash collateral) to be held by the Administrative Agent for the benefit of the Revolving Lenders in an amount equal to 105% of the then existing Letter of Credit Usage;

(b) delivering to the Administrative Agent documentation executed by all beneficiaries under the Letters of Credit, in form and substance reasonably satisfactory to the Administrative Agent and the applicable L/C Issuer, terminating all of such beneficiaries’ rights under the Letters of Credit;

(c) providing the Administrative Agent with a standby letter of credit, in form and substance reasonably satisfactory to the Administrative Agent, from a commercial bank acceptable to the Administrative Agent (in its sole discretion) in an amount equal to 105% of the then existing Letter of Credit Usage; or

(d) the Borrower making other arrangements with respect to the Letters of Credit of the applicable L/C Issuer satisfactory to such L/C Issuer in its sole discretion.

“Letter of Credit Disbursement” means a payment made by an L/C Issuer pursuant to a Letter of Credit.

“Letter of Credit Expiration Date” means the day that is five days prior to the Scheduled Maturity Date or, if such day is not a Business Day, the next preceding Business Day.

“Letter of Credit Fee” has the meaning specified in Section 2.09(c).

“Letter of Credit Sublimit” means an amount equal to \$15.0 million. The Letter of Credit Sublimit is part of, and not in addition to, the Aggregate Commitments. A permanent reduction of the Aggregate Commitments shall not require a corresponding pro rata reduction in the Letter of Credit Sublimit; provided, however, that if the Aggregate Commitments are reduced to an amount less than the Letter of Credit Sublimit, then the Letter of Credit Sublimit shall be reduced to an amount equal to (or, at the Borrower’s option, less than) the Aggregate Commitments.

“Lien” means any mortgage, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), charge, preference, or priority in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to Real Estate, and any Capital Lease Obligations having substantially the same economic effect as any of the foregoing).

“Liquidation” means the exercise by the Administrative Agent or Collateral Agent of those rights and remedies accorded to such Agents under the Loan Documents and applicable Law as a creditor of the Loan Parties with respect to the realization on the Collateral, including (after the occurrence and continuation of an Event of Default) the conduct by the Loan Parties acting with the consent of the Administrative Agent, of any public, private or going out of business sale or other disposition of the Collateral for the purpose of liquidating the Collateral. Derivations of the word “Liquidation” (such as “Liquidate”) are used with like meaning in this Agreement.

“Loan” means an extension of credit by a Lender to the Borrower under Article II in the form of a Committed Loan or any Swing Line Loan.

“Loan Account” has the meaning assigned to such term in Section 2.11(a).

“Loan Documents” means, collectively, (a) this Agreement, (b) [reserved], (c) the Collateral Documents (including the Financing Orders), (d) the Fee Letter, (e) [reserved] and (f) any agreement entered into after the Closing Date between or among the Borrower, the Administrative Agent and/or any other Credit Party or any of their Affiliates in connection with this Agreement or any transactions contemplated hereby which, in the case of this clause (f), is specified by its terms as a “Loan Document” hereunder.

“Loan Parties” means, collectively, the Borrower and each Guarantor.

“Management Agreement” means the Amended and Restated Management Services Agreement dated as of September 1, 2011 between Leonard Green & Partners, L.P. (or any Affiliate of Leonard Green & Partners, L.P. to which such agreement has been assigned) and the Borrower as in effect as of the Closing Date or as amended in any manner not materially adverse to the Lenders.

“Management Stockholders” means the members of management of Holdings or any of its Subsidiaries who are investors in Holdings or any direct or indirect parent thereof on the Closing Date.

“Material Adverse Effect” means (a) any change, circumstance, event or effect that would be materially adverse to the assets, liabilities, business, financial condition or results of operations of Holdings and its Restricted Subsidiaries taken as a whole; (b) a material impairment of the rights and remedies of the Administrative Agent, the Collateral Agent or any Lender under any Loan Document, or of the ability of any of Holdings, the Borrower or any Material Subsidiary to perform its obligations under any Loan Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any of Holdings, the Borrower or any Material Subsidiary of any Loan Document to which it is a party (in each case, other than (i) the commencement of a proceeding under the Bankruptcy Code and the filing of the Chapter 11 Cases, (ii) the events and conditions related to or that led to the commencement of the Chapter 11 Cases, (iii) events that customarily and reasonably result from the commencement of the Chapter 11 Cases (in each case, other than matters affecting the Loan Parties that are not subject to the automatic stay) and any action required to be taken under the Loan Documents or under an order of the Bankruptcy Court, and (iv) the consummation of the transactions contemplated or actions required to be taken pursuant to the Approved Bankruptcy Court Orders or the Approved Plan of Reorganization).

“Material Indebtedness” means Indebtedness (other than the Obligations) of any of Holdings or any of its Restricted Subsidiaries in an aggregate principal amount exceeding \$10.0 million for all such Persons. For purposes of determining the amount of Material Indebtedness at any time, the amount of the obligations in respect of any Swap Contract at such time shall be calculated at the Swap Termination Value thereof.

“Material Intellectual Property” means any Intellectual Property that, individually or in the aggregate, is material to the operation of the business of the Borrower and its Restricted Subsidiaries.

“Material Subsidiary” means, at any date of determination, any Restricted Subsidiary or group of Restricted Subsidiaries (a) whose total assets at the last day of the most recently ended Measurement Period were equal to or greater than 5% of the Consolidated total assets of Holdings and its Consolidated Subsidiaries at such date, or (b) whose gross revenues for such Measurement Period were equal to or greater than 5% of the Consolidated gross revenues of Holdings and its Consolidated Subsidiaries for such period, in each case determined in accordance with GAAP.

“Maturity Date” has the meaning specified in Section 2.07(a).

“Maximum Rate” has the meaning specified in Section 11.09.

“Measurement Period” means, at any date of determination, the most recently completed four consecutive Fiscal Quarters of Holdings and its Restricted Subsidiaries for which financial statements pursuant to Section 6.01(a) or (b) have been, or were required to have been, delivered for the applicable fiscal period.

“Moody’s” means Moody’s Investors Service, Inc. and any successor thereto.

“**Multiemployer Plan**” means a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA, to which Holdings, the Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions on behalf of participants who are or were employed by any of them.

“**Net Cash Proceeds**” means with respect to any Disposition by the Borrower or any of its Restricted Subsidiaries, the excess, if any, of (a) the sum of cash and Cash Equivalents received in connection with such transaction (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received) over (b) the sum of (i) the principal amount of any Indebtedness (plus any premium or other required payment on account thereof) that is secured by a Lien having priority over the Lien of the Collateral Agent (if any) on the applicable asset and that is required to be repaid in connection with such transaction (other than Indebtedness under the Loan Documents, but including, the payment of the proceeds from any Term Priority Collateral in reduction of the Indebtedness under the Term Facility) and (ii) the reasonable out-of-pocket expenses incurred by Borrower or such Restricted Subsidiary in connection with such transaction.

“**Notes**” means the promissory notes of the Borrower substantially in the form of Exhibit E, each payable to a Lender, evidencing the Loans made by the Lenders, as each may be amended, supplemented or modified from time to time.

“**Notice of Borrowing**” means a notice of a Borrowing, which, if in writing, shall be substantially in the form of Exhibit A-1.

“**NPL**” means the National Priorities List under CERCLA.

“**NYFRB**” means the Federal Reserve Bank of New York.

“**NYFRB Rate**” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day to the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“**NYFRB’s Website**” means the website of the NYFRB at <http://www.newyorkfed.org>, or any successor source.

“**Obligations**” means all debts (including principal, interest, fees, costs, and expenses), liabilities, obligations, covenants, indemnities, and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan or Letter of Credit (including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral therefor), whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of the Chapter 11 Cases or any other proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

“**Official Committee**” means any official committee of unsecured creditors appointed in any of the Chapter 11 Cases.

“Organization Documents” means (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, limited partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

“Other Connection Taxes” means, with respect to any Agents, any Lender, each L/C Issuer or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, Taxes imposed as a result of a present or former connection between such recipient and the jurisdiction imposing such Tax (other than connections arising from such recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

“Other Taxes” means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies (including any interest, additions to tax or penalties applicable thereto) arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

“Outstanding Amount” means (a) with respect to Committed Loans and Swing Line Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Committed Loans and Swing Line Loans, as the case may be, occurring on such date; and (b) with respect to any L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements by the Borrower of Unreimbursed Amounts.

“Overadvance” means a Credit Extension to the extent that, immediately after its having been made, Excess Availability is less than zero.

“Overnight Bank Funding Rate” means, for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in Dollars by U.S.-managed banking offices of depository institutions (as such composite rate shall be determined by the NYFRB as set forth on the NYFRB’s Website from time to time) and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

“Participant” has the meaning specified in [Section 11.06\(d\)](#).

“Participant Register” has the meaning specified in [Section 11.06\(d\)](#).

“Payment” has the meaning specified in [Section 9.18\(a\)](#).

“Payment Notice” has the meaning specified in [Section 9.18\(b\)](#).

“PBGCC” means the Pension Benefit Guaranty Corporation.

“**PCAOB**” means the Public Company Accounting Oversight Board.

“**Pension Plan**,” means any “employee pension benefit plan” (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Section 412 of the Code or Title IV of ERISA and is sponsored or maintained by Holdings, the Borrower or any ERISA Affiliate or to which Holdings, the Borrower or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five plan years on behalf of participants who are or were employed by any of them.

“**Permitted Holdco Debt**” means Indebtedness of Holdings that (a) is not subject to any Guarantee by the Borrower or any other Restricted Subsidiary, (b) will not mature prior to the date that is 180 days after the Scheduled Maturity Date, (c) has no scheduled amortization or mandatory redemption of principal (excluding customary offers to purchase under certain circumstances, such as a “change in control”) prior to the date that is 180 days after the Scheduled Maturity Date, (d) does not require or permit payments in cash of interest or other amounts in the nature of interest prior to the date that is 180 days after the Scheduled Maturity Date, (e) is subordinated to the Obligations on terms reasonably acceptable to the Administrative Agent, (f) is unsecured, (g) is not convertible into or exchangeable for any Indebtedness or Equity Interests other than Equity Interests in Holdings (other than Disqualified Equity Interests) on market terms, (h) has covenants, defaults and remedies provisions customary for senior discount notes of an issuer that is the parent of a borrower under senior credit facilities, and (i) the net proceeds from which are contributed by Holdings to the Borrower or any of the Restricted Subsidiaries for its general corporate purposes (including, without limitation, for the payment of the purchase price for acquisitions permitted under Section 7.03(h)).

“**Permitted Indebtedness**” has the meaning specified in Section 7.02.

“**Permitted Investor**” means any Fee Recipient that, with respect to all payments of fees (however denominated) to be paid under this Agreement or any other Loan Document, is entitled to a complete exemption from United States Federal withholding tax at the time such Person becomes a party to this Agreement (and absent a subsequent change in law, at all times thereafter); provided that any Person claiming an exemption with respect to fees pursuant to Internal Revenue Service Form W-8BEN or W-8BEN-E, as applicable, (directly or indirectly through Internal Revenue Service Form W-8IMY) will not be a Permitted Investor unless such exemption is based on the “business profits” or “other income” articles of a tax treaty to which the United States is a party; and provided further that a Person shall not be a Permitted Investor unless it provides the Borrower and the Administrative Agent with one or more executed original copies (as requested by the Borrower or the Administrative Agent) of Internal Revenue Service Form W-9 (or its successor form) or the applicable Internal Revenue Service Form W-8 (or its successor form) no later than the date such Person becomes a party.

“**Permitted Lien**” has the meaning specified in Section 7.01.

“**Permitted Overadvance**” means an Overadvance made by the Administrative Agent, in its discretion, which:

- (a) Is made to maintain, protect or preserve the Collateral and/or the Credit Parties’ rights under the Loan Documents or which is otherwise for the benefit of the Credit Parties; or
- (b) Is made to enhance the likelihood of, or to maximize the amount of, repayment of any Obligation;
- (c) Is made to pay any other amount chargeable to any Loan Party hereunder; and

- (d) Together with all other Permitted Overadvances then outstanding, shall not
- (i) exceed five percent (5%) of the Borrowing Base in the aggregate outstanding at any time or
 - (ii) unless a Liquidation is taking place, remain outstanding for more than forty-five (45) consecutive Business Days, or (iii) be made on more than two occasions in any 180 day period;

provided, however, that the foregoing shall not (i) modify or abrogate any of the provisions of Section 2.03 regarding the Lenders' obligations with respect to L/C Obligations, or (ii) result in any claim or liability against the Administrative Agent (regardless of the amount of any Overadvance) for "inadvertent Overadvances" (*i.e.*, where an Overadvance results from changed circumstances beyond the control of the Administrative Agent (such as a reduction in the collateral value)), and such "inadvertent Overadvances" shall not reduce the amount of Permitted Overadvances allowed hereunder, and provided further that in no event shall the Administrative Agent make an Overadvance, if after giving effect thereto, the principal amount of the Credit Extensions would exceed the Aggregate Commitments (as in effect prior to any termination of the Commitments pursuant to Section 2.06, hereof).

"Permitted Prior Liens" has the meaning set forth in the Financing Orders.

"Permitted Protest" means the protest by the Borrower or any Restricted Subsidiary of any Lien (other than any such Lien that secures the Obligations), taxes, or rental payment, provided that (a) a reserve with respect to such obligation is established on the books and records of the applicable Person in such amount (if any) to the extent required under GAAP, (b) any such protest is prosecuted diligently by the Borrower or such Restricted Subsidiary, as the case may be, in good faith, by appropriate proceedings, and (c) such protest effectively suspends collection of the contested obligation and enforcement of any Lien securing such obligation.

"Permitted Refinancing Indebtedness" means, with respect to any Person, any modification, refinancing, refunding, renewal or extension of any Indebtedness of such Person (or any successor of such Person) by such Person or its successor; provided, that (a) the principal or committed amount (or accreted value, if applicable) thereof does not exceed the sum of (i) the outstanding principal or committed amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed or extended plus (ii) prepayment premiums and other reasonable amounts paid, and fees (including original issue discount and upfront fees) and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal or extension, (b) other than with regard to Permitted Refinancing Indebtedness in respect of Indebtedness permitted pursuant to Section 7.02(e) or Section 7.02(g), such modification, refinancing, refunding, renewal or extension has (i) a final maturity date equal to or later than the final maturity date of the Indebtedness being modified, refinanced, refunded, renewed or extended and (ii) a weighted average life to maturity equal to or greater than the weighted average life to maturity of the Indebtedness being modified, refinanced, refunded, renewed or extended, (c) if the Indebtedness being modified, refinanced, refunded, renewed or extended is Subordinated Indebtedness, such modification, refinancing, refunding, renewal or extension (i) is subordinated in right of payment to the Obligations on terms at least as favorable, taken as a whole, to the Lenders as those contained in the documentation governing the Subordinated Indebtedness being modified, refinanced, refunded, renewed or extended, (ii) does not require payments of cash interest prior to the date that is six months following the maturity date of the Indebtedness being refinanced in amounts greater than was required by the Indebtedness being refinanced, and (iii) contains covenants and events of default that are not more restrictive taken as a whole than the covenants and events of default contained in the documentation governing the Indebtedness being refinanced (as determined in good faith by the Borrower), and (d) no property of any Loan Party or Restricted Subsidiary shall constitute collateral security for the Indebtedness so modified, refinanced, refunded, renewed, or extended other than any Permitted Liens.

“**Person**” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, limited partnership, Governmental Authority or other entity.

“**Plan**” means any “employee benefit plan” (as such term is defined in Section 3(3) of ERISA) established or maintained by Holdings, the Borrower or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate.

“**Plan Asset Regulations**” means 29 CFR § 2510.3-101 et seq., as modified by Section 3(42) of ERISA, as amended from time to time.

“**Platform**” has the meaning specified in Section 6.02.

“**Pledged Debt**” means any debt instrument constituting Collateral under any of the Collateral Documents.

“**Pledged Equity**” means any certificated equity security constituting Collateral under any of the Collateral Documents.

“**Prepetition ABL Agent**” shall mean JPMorgan Chase Bank, N.A., as administrative agent under the Prepetition ABL Credit Agreement.

“**Prepetition ABL Credit Agreement**” shall mean that certain Credit Agreement, dated as of April 6, 2012, by and among the Borrower and the Guarantors party thereto, the lenders party thereto, the Prepetition ABL Agent and the other parties thereto, as amended, restated, supplemented or otherwise modified prior to the date hereof.

“**Prepetition ABL Credit Facility**” shall mean a senior secured asset-based revolving credit facility made available to the Borrower pursuant to the Prepetition ABL Credit Agreement.

“**Prepetition ABL Debt**” means the “Prepetition ABL Secured Obligations” as defined in the Interim Financing Order or, after entry thereof, the Final Financing Order.

“**Prepetition Appraisal**” means the inventory appraisal dated August 27, 2024 by Gordon Brothers Asset Advisors, LLC, provided by Borrower to the Administrative Agent prior to the Closing Date.

“**Prepetition Debt**” shall mean collectively, the Prepetition ABL Debt and the Prepetition Term Debt.

“**Prepetition Facilities**” shall mean, collectively, the Prepetition ABL Credit Facility and the Prepetition Term Loan Facility.

“**Prepetition Term Agent**” shall mean JPMorgan Chase Bank, N.A., as administrative agent for the Prepetition Term Lenders.

“**Prepetition Term Debt**” means the “Obligations” as defined in the Prepetition Term Loan Credit Agreement.

“**Prepetition Term Lenders**” shall mean the lenders party to the Prepetition Term Loan Credit Agreement.

“Prepetition Term Loan Credit Agreement” shall mean that certain Senior Secured Term Loan Agreement, dated as of April 6, 2012, by and among the Borrower and Guarantors party thereto, the Prepetition Term Lenders, the Prepetition Term Agent and the other parties thereto, as amended, restated, supplemented or otherwise modified prior to the date hereof.

“Prepetition Term Loan Documents” shall mean the Prepetition Term Loan Credit Agreement, any note issued thereunder and the other “Loan Documents” under and as defined in the Prepetition Term Loan Credit Agreement, as each may be amended, restated, supplemented or otherwise modified from time to time.

“Prepetition Term Loan Facility” shall mean a senior secured term loan credit facility made available to the Borrower pursuant to the Prepetition Term Loan Credit Agreement.

“Prime Rate” means the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the FRB in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the FRB (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

“PTE” means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

“Public Lender” has the meaning specified in Section 6.02.

“Public Offering” means a public offering of the Equity Interests of Holdings pursuant to an effective registration statement under the Securities Act.

“Real Estate” means all Leases and all land, together with the buildings, structures, parking areas, and other improvements thereon, now or hereafter owned by any Loan Party.

“Reference Time” with respect to any setting of the then-current Benchmark means, (a) if such Benchmark is the Term SOFR Rate, 5:00 a.m. (Chicago time) on the day that is two (2) U.S. Government Securities Business Days preceding the date of such setting, (b) [reserved] or (c) if such Benchmark is not the Term SOFR Rate, the time determined by the Administrative Agent in its reasonable discretion.

“Register” has the meaning specified in Section 11.06(c).

“Registered Public Accounting Firm” has the meaning specified by the Securities Laws and shall be independent of Holdings and its Subsidiaries as prescribed by the Securities Laws.

“Regulation T” means Regulation T of the FRB, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“Regulation U” means Regulation U of the FRB, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“Regulation X” means Regulation X of the FRB, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“**Related Parties**” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person’s Affiliates.

“**Release**” means any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, dispersing, or migrating of any Hazardous Material into or through the environment.

“**Relevant Governmental Body**” means the FRB and/or the NYFRB, or a committee officially endorsed or convened by the FRB and/or the NYFRB or, in each case, any successor thereto.

“**Relevant Rate**” means with respect to any Term Benchmark Borrowing, the Term SOFR Rate.

“**Reportable Event**” means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period has been waived by regulation.

“**Reports**” has the meaning provided in Section 9.12(b).

“**Request for Credit Extension**” means (a) with respect to a Borrowing of Committed Loans, a Notice of Borrowing, (b) with respect to an L/C Credit Extension, a Letter of Credit Application, and (c) with respect to a Swing Line Loan, a Notice of Borrowing.

“**Required Lenders**” means, as of any date of determination, (a) if there are less than three Lenders at such time, all Lenders, and (b) if there are three or more Lenders at such time, (i) Lenders holding more than 50% of the Aggregate Commitments or, (ii) if the Aggregate Commitments of the Lenders to make Loans and the obligation of the Administrative Agent to cause the L/C Issuers to make L/C Credit Extensions have been terminated pursuant to Section 8.02, Lenders holding in the aggregate more than 50% of the Total Outstandings (with the aggregate amount of each Lender’s risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed “held” by such Lender for purposes of this definition); provided that the Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

“**Reserves**” means all (if any) Inventory Reserves and Availability Reserves.

“**Resolution Authority**” means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“**Responsible Officer**” means the chief executive officer, president, chief financial officer, chief administrative officer, any executive or senior vice president, vice president of finance and treasury, treasurer, assistant treasurer or controller of a Loan Party or any of the other officers designated in writing to the Administrative Agent by an existing Responsible Officer of a Loan Party as an authorized signatory of any certificate or other document to be delivered hereunder. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

“**Restricted Payment**” means any dividend or other distribution (whether in cash, securities or other property) by the Borrower or any of its Restricted Subsidiaries with respect to any Equity Interest of Holdings or any of its Restricted Subsidiaries, or any payment by the Borrower or any of its Restricted Subsidiaries (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of

any such Equity Interest, or on account of any return of capital to Holdings' or any of its Restricted Subsidiaries' direct or indirect stockholders, partners or members (or the equivalent of any thereof). For the avoidance of doubt, payments made pursuant to the Management Agreement shall not be considered Restricted Payments.

“Restricted Subsidiary” means any Subsidiary of Holdings other than an Unrestricted Subsidiary. In all events, the Borrower shall be deemed a Restricted Subsidiary of Holdings. A Restricted Subsidiary of Holdings that is also a Subsidiary of the Borrower shall also be deemed to be a Restricted Subsidiary of the Borrower.

“S&P” means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, and any successor thereto.

“Sanctioned Country” means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (as of the Closing Date, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, Cuba, Iran, North Korea, Syria and the Crimea, Zaporizhzhia and Kherson Regions of Ukraine).

“Sanctioned Person” means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, or the U.S. Department of State or by the United Nations Security Council, the European Union or any European Union member state, His Majesty's Treasury of the United Kingdom or other relevant sanctions authority, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b), or (d) any Person otherwise the subject of Sanctions.

“Sanctions” means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union, any European Union member state, His Majesty's Treasury of the United Kingdom or other relevant sanctions authority.

“Scheduled Maturity Date” has the meaning specified in Section 2.07(a).

“SEC” means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

“Second Priority” means, with respect to any Lien purported to be created in any Collateral pursuant to any Collateral Document, that such Lien is second in priority only to the Liens created under the Term Loan Documents (subject to Permitted Liens and the Financing Orders).

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Securities Laws” means the Securities Act, the Securities Exchange Act of 1934, the Sarbanes-Oxley Act of 2002 (in each case, as amended), and the applicable accounting and auditing principles, rules, standards and practices promulgated, approved or incorporated by the SEC or the PCAOB.

“Settlement Date” has the meaning specified in Section 2.14(a).

“Shrink” means Inventory which has been lost, misplaced, stolen, or is otherwise unaccounted for.

“**SOFR**” means a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator.

“**SOFR Administrator**” means the NYFRB (or a successor administrator of the secured overnight financing rate).

“**SOFR Administrator’s Website**” means the NYFRB’s Website, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“**SOFR Determination Date**” has the meaning specified in the definition of “Daily Simple SOFR”.

“**SOFR Rate Day**” has the meaning specified in the definition of “Daily Simple SOFR”.

“**Sponsor**” means Leonard Green & Partners, L.P., a Delaware limited partnership.

“**Standard Letter of Credit Practice**” means, for any L/C Issuer, any domestic or foreign law or letter of credit practices applicable in the city in which such L/C Issuer issued the applicable Letter of Credit or, for its branch or correspondent, such laws and practices applicable in the city in which it has advised, confirmed or negotiated such Letter of Credit, as the case may be, in each case, (a) which letter of credit practices are of banks that regularly issue letters of credit in the particular city, and (b) which laws or letter of credit practices are required or permitted under ISP or UCP, as chosen in the applicable Letter of Credit.

“**Stated Amount**” means at any time the maximum amount for which a Letter of Credit may be honored.

“**Store**” means any retail store (which includes any real property, Fixtures, Equipment, Inventory and other property related thereto) operated, or to be operated, by the Borrower or any Restricted Subsidiary.

“**Subordinated Indebtedness**” means all Indebtedness of a Loan Party that is subordinate in right of payment to any or all of the Obligations pursuant to subordination provisions reasonably acceptable to the Administrative Agent and which provide, without limitation, (a) for a maturity after the Scheduled Maturity Date, (b) that such Indebtedness is unsecured, (c) that no principal payments shall be required to be made until after the Scheduled Maturity Date, and (d) that interest shall accrue and be payable in cash at a market rate of interest, subject to the right of the Administrative Agent to impose a payment blockage period upon the occurrence and during the continuance of any Event of Default. In no event shall Disqualified Equity Interests be deemed Subordinated Indebtedness.

“**Subsidiary**” of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of Holdings.

“**Subsidiary Guarantors**” means collectively, all Restricted Subsidiaries of the Borrower other than (i) any CFC, (ii) any Subsidiary owned directly or indirectly by a CFC or (iii) any Domestic Subsidiary that is a disregarded entity for U.S. federal income tax purposes if substantially all of the assets of such Domestic Subsidiary consist of Equity Interests in one or more Foreign Subsidiaries.

“Supermajority Lenders” means, as of any date of determination, (a) if there are less than three Lenders at such time, all Lenders, and (b) if there are three or more Lenders at such time, (i) Lenders holding more than 75% of the Aggregate Commitments or, (ii) if the Commitments of the Lenders to make Loans and the obligation of the Administrative Agent to cause the L/C Issuers to make L/C Credit Extensions have been terminated pursuant to Section 8.02, Lenders holding in the aggregate more than 75% of the Total Outstandings (with the aggregate amount of each Lender’s risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed “held” by such Lender for purposes of this definition); provided that the Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Supermajority Lenders.

“Swap Contract” means any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement.

“Swap Obligation” means, with respect to any Loan Party, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act.

“Swap Termination Value” means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

“Swedish Credit Facility” means the Master Credit Agreement, dated March 18, 2019, between Elfa International AB and Nordea Bank Abp, filial i Sverige, including any related notes, guarantees and collateral documents executed in connection therewith, and in each case as amended, restated, modified, refinanced, renewed, refunded, restructured or replaced in any manner.

“Swing Line” means the revolving credit facility made available by the Swing Line Lender pursuant to Section 2.04.

“Swing Line Lender” means Eclipse in its capacity as provider of Swing Line Loans, or any successor swing line lender hereunder.

“Swing Line Loan” has the meaning specified in Section 2.04(a).

“Swing Line Sublimit” means an amount equal to the lesser of (a) \$15.0 million and (b) the Aggregate Commitments. The Swing Line Sublimit is part of, and not in addition to, the Aggregate Commitments.

“Synthetic Debt” means, with respect to any Person as of any date of determination thereof, all obligations of such Person in respect of transactions entered into by such Person that are intended to

function primarily as a borrowing of funds (including any minority interest transactions that function primarily as a borrowing) but are not otherwise included in the definition of “Indebtedness” or as a liability on the Consolidated balance sheet of such Person and the Restricted Subsidiaries in accordance with GAAP.

“**Synthetic Lease Obligation**” means the monetary obligation of a Person under an agreement for the use or possession of property (including sale and leaseback transactions), in each case, creating obligations that do not appear on the balance sheet of such Person but which, upon the application of any Debtor Relief Laws to such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

“**Taxes**” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“**Term Benchmark**” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Term SOFR Rate.

“**Term Loan Documents**” means, individually and collectively, the DIP Term Loan Documents and the Prepetition Term Loan Documents.

“**Term Priority Collateral**” shall have the meaning specified therefor in the Intercreditor Agreement.

“**Term SOFR Determination Day**” has the meaning assigned to it under the definition of Term SOFR Reference Rate.

“**Term SOFR Rate**” means, with respect to any Term Benchmark Borrowing and for a tenor of one-month, the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two (2) U.S. Government Securities Business Days prior to the commencement of each calendar month, as such rate is published by the CME Term SOFR Administrator.

“**Term SOFR Reference Rate**” means, for any day and time (such day, the “**Term SOFR Determination Day**”), and for any tenor of one month, the rate per annum published by the CME Term SOFR Administrator and identified by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the “Term SOFR Reference Rate” for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then, so long as such day is otherwise a U.S. Government Securities Business Day, the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding U.S. Government Securities Business Day is not more than five (5) U.S. Government Securities Business Days prior to such Term SOFR Determination Day.

“**Total Outstandings**” means, on any date, the aggregate Outstanding Amount of all Loans and all L/C Obligations, after giving effect to any borrowings or repayments of Loans occurring on such date.

“**Transaction**” means, collectively, (a) the execution of the DIP Term Facility and the borrowing of term loans thereunder by the Borrower, (b) the entering into the ABL DIP Facility under this Agreement and the Loan Documents by the Borrower and the other Loan Parties, (c) the repayment and termination of

the Prepetition ABL Credit Facility, (d) the consummation of any other transactions in connection with the foregoing and (e) the payment of the fees and expenses incurred in connection with the consummation of the foregoing.

“**Transaction Expenses**” means fees and expenses incurred in connection with the closing of this Agreement and the Term Facility.

“**Transaction Support Agreement**” means that certain Transaction Support Agreement (including all exhibits, schedules and attachments thereto), dated as of December [20], 2024 (as may be amended, supplemented, amended and restated or otherwise modified from time to time in a manner reasonable acceptable to the Administrative Agent accordance with the terms thereof), by and among the Chapter 11 Debtors and the Consenting Stakeholders (as defined therein).

“**Type**” when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Term SOFR Rate or the Base Rate.

“**UCC**” means the Uniform Commercial Code as in effect in the State of New York; provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral or the availability of any remedy under the Loan Documents is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, “**UCC**” means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection, priority or availability of such remedy.

“**UCP**” means, with respect to any Letter of Credit, the Uniform Customs and Practice for Documentary Credits 2007 Revision, International Chamber of Commerce Publication No. 600 and any version or revision thereof accepted by the applicable L/C Issuer for use.

“**UK Financial Institutions**” means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“**UK Resolution Authority**” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“**Unadjusted Benchmark Replacement**” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“**Unfunded Pension Liability**” means the excess of a Pension Plan’s benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Pension Plan’s assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to Section 412 of the Code for the applicable plan year.

“**United States**” and “**U.S.**” mean the United States of America.

“**Unreimbursed Amount**” has the meaning specified in Section 2.03.

“Unrestricted Subsidiary” means (a) each Subsidiary of Holdings listed on Schedule 5.13 and designated as an “Unrestricted Subsidiary,” (b) any Subsidiary of Holdings designated by the board of directors of Holdings as an Unrestricted Subsidiary pursuant to Section 6.18 subsequent to the date hereof, and (c) any Subsidiary of an Unrestricted Subsidiary; provided, that no Subsidiary of Holdings may be designated as Unrestricted Subsidiary after the Closing Date.

“USA PATRIOT Act” means The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Public Law No. 107-56 (signed into law October 26, 2001)), as amended or modified from time to time.

“U.S. Government Securities Business Day” means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“U.S. Loan Party” means any Loan Party that is organized under the laws of one of the states of the United States of America and that is not a CFC.

“U.S. Special Resolution Regimes” has the meaning specified in Section 11.22.

“U.S. Tax Compliance Certificate” has the meaning specified in Section 3.01(g)(iii).

“Write-Down and Conversion Powers” means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words **“include,” “includes”** and **“including”** shall be deemed to be followed by the phrase **“without limitation.”** The word **“will”** shall be construed to have the same meaning and effect as the word **“shall.”** Unless the context requires otherwise, (i) any definition of or reference to any Law, agreement, instrument or other document (including any Organization Document) shall be construed as referring to such Law, agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (iii) the words **“herein,” “hereof”** and **“hereunder,”** and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Preliminary Statements, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Preliminary Statements, Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory

and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. “**Knowledge**” shall mean the actual knowledge of a Responsible Officer of the Borrower after reasonable investigation.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding”; and the word “through” means “to and including.”

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

1.03 Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a “Committed Loan”) or by Type (e.g., a “Term Benchmark Loan”) or by Class and Type (e.g., a “Term Benchmark Committed Loan”). Borrowings also may be classified and referred to by Class (e.g., a “Borrowing”) or by Type (e.g., a “Term Benchmark Borrowing”) or by Class and Type (e.g., a “Term Benchmark Borrowing”).

1.04 Accounting Terms. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, except as otherwise specifically prescribed herein.

1.05 Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.06 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Chicago time (daylight or standard, as applicable).

1.07 Letter of Credit Amounts. Unless otherwise specified, all references herein to the amount of a Letter of Credit at any time shall be deemed to be the Stated Amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by the terms of any Issuer Documents related thereto, provides for one or more automatic increases in the Stated Amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum Stated Amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum Stated Amount is in effect at such time.

1.08 Senior Debt. The Loans and other Obligations are hereby designated as “Senior Debt” and “Designated Senior Debt” (or other similar terms) for all purposes of any Subordinated Indebtedness.

1.09 [Reserved].

1.10 [Reserved].

1.11 Interest Rates; Benchmark Notifications. The interest rate on a Loan denominated in dollars may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 3.02(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or replacement rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

1.12 Divisions. For all purposes under the Loan Documents, in connection with any Division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized and acquired on the first date of its existence by the holders of its Equity Interests at such time.

1.13 Letters of Credit. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the amount of such Letter of Credit available to be drawn at such time; *provided that* with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the available amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum amount is available to be drawn at such time. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Article 29(a) of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600 (or such later version thereof as may be in effect at the applicable time) or Rule 3.13 or Rule 3.14 of the International Standby Practices, International Chamber of Commerce Publication No. 590 (or such later version thereof as may be in effect at the applicable time) or similar terms of the Letter of Credit itself, or if compliant documents have been presented but not yet honored, such Letter of Credit shall be deemed to be "outstanding" and "undrawn" in the amount so remaining available to be paid, and the obligations of the Borrower and each Lender shall remain in full force and effect until the L/C Issuer and the Lenders shall have no further obligations to make any payments or disbursements under any circumstances with respect to any Letter of Credit.

ARTICLE II THE COMMITMENTS AND CREDIT EXTENSIONS

2.01 Committed Loans; Reserves.

(a) Subject to the terms and conditions set forth herein, each Lender severally agrees to make loans (each such loan, a “**Committed Loan**”) to the Borrower from time to time, on any Business Day during the Availability Period, subject in each case to the following limitations:

(i) after giving effect to any Borrowing, the Total Outstandings shall not exceed the lesser of (A) the Aggregate Commitments, or (B) the Borrowing Base;

(ii) after giving effect to any Borrowing, the aggregate Outstanding Amount of the Committed Loans of any Lender, plus such Lender’s Applicable Percentage of the Outstanding Amount of all L/C Obligations, plus such Lender’s Applicable Percentage of the Outstanding Amount of all Swing Line Loans shall not exceed the lesser of (x) such Lender’s Commitment, or (y) such Lender’s Applicable Percentage of the Borrowing Base; and

(iii) the Outstanding Amount of all L/C Obligations shall not at any time exceed the Letter of Credit Sublimit.

Within the limits of each Lender’s Commitment, and subject to the other terms and conditions hereof, the Borrower may borrow under this Section 2.01, prepay under Section 2.05, and reborrow under this Section 2.01. Committed Loans may be Base Rate Loans or Term Benchmark Loans, as further provided herein.

2.02 Borrowings of Committed Loans.

(a) Committed Loans and Swing Line Loans shall be Term Benchmark Loans, except as set forth in Section 3.02.

(b) Each Borrowing of Committed Loans shall be made upon the Borrower’s irrevocable notice to the Administrative Agent, which may be given by telephone. Each such notice must be received by the Administrative Agent not later than 10:00 a.m. on the requested date of any Borrowing. Each telephonic notice by the Borrower pursuant to this Section 2.02(b) must be confirmed promptly by delivery to the Administrative Agent of a Notice of Borrowing, either in writing or by an Approved Electronic Communication, appropriately completed and signed by a Responsible Officer of the Borrower. Each Borrowing shall be in a principal amount of \$1,000,000 or a whole multiple of \$500,000 in excess thereof. Each Notice of Borrowing (whether telephonic, written or by Approved Electronic Communication) shall specify (A) the requested date of the Borrowing (which shall be a Business Day), and (B) the principal amount of Committed Loans to be borrowed.

(c) [Reserved].

(d) Following receipt of a Notice of Borrowing, the Administrative Agent shall promptly notify each Lender of the amount of its Applicable Percentage of the applicable Committed Loans. In the case of a Borrowing of Committed Loans, each Lender shall make the amount of its Committed Loan available to the Administrative Agent in immediately available funds at the Administrative Agent’s Office not later than 1:00 p.m. on the Business Day specified in the applicable Notice of Borrowing. Upon satisfaction of the applicable conditions set forth in Section 4.02 (and, if such Borrowing is the initial Credit Extension, Section 4.01), the Administrative Agent shall use reasonable efforts to make all funds so received available to the Borrower in like funds by no later than 4:00 p.m. on the day of receipt by the Administrative Agent either by (i) crediting the account of the Borrower on the books of Eclipse with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower; provided, however, that if, on the date the Notice of Borrowing with respect to such Borrowing is given by the Borrower, there

are Letter of Credit Disbursements outstanding, then the proceeds of such Borrowing, first, shall be applied to the payment in full of any such Letter of Credit Disbursements, and second, shall be made available to the Borrower as provided above.

(e) Each Borrowing of Committed Loans shall be made by the Lenders pro rata in accordance with their respective Applicable Percentage with respect to the applicable Class. The failure of any Lender to make any Loan shall neither relieve any other Lender of its obligation to fund its Loan in accordance with the provisions of this Agreement nor increase the obligation of any such other Lender.

(f) The Administrative Agent, without the request of the Borrower, may advance any interest, fee, service charge, Credit Party Expenses, or other payment to which any Credit Party is entitled from the Loan Parties pursuant hereto or any other Loan Document and may charge the same to the Loan Account notwithstanding that an Overadvance may result thereby. The Administrative Agent shall deliver to the Borrower a statement of any such advance or charge promptly after the making thereof (or in the case of Credit Party Expenses, at the time that the five (5) Business Days' notice is furnished) in reasonable detail sufficient to allow the Borrower to verify such interest, fee, service charge, Credit Party Expenses, or other payment. Such action on the part of the Administrative Agent shall not constitute a waiver of the Administrative Agent's rights and the Borrower's obligations under Section 2.05. Any amount which is added to the principal balance of the Loan Account as provided in this Section 2.02(f) shall bear interest at the interest rate then and thereafter applicable to Base Rate Loans.

(g) [Reserved].

(h) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any interest period for Term Benchmark Loans upon determination of such interest rate. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Borrower and the Lenders of any change in the Prime Rate used in determining the Base Rate promptly following the public announcement of such change.

(i) [Reserved].

(j) The Administrative Agent, the Lenders and the Swing Line Lender shall have no obligation to make any Loan or to provide any Letter of Credit if an Overadvance would result. The Administrative Agent may, in its discretion, make Permitted Overadvances without the consent of the Lenders, the Swing Line Lender and each Lender shall be bound thereby. Any Permitted Overadvance may constitute a Swing Line Loan. A Permitted Overadvance is for the account of the Borrower and shall constitute a Loan and an Obligation. The making of any such Permitted Overadvance on any one occasion shall not obligate the Administrative Agent or any Lender to make or permit any Permitted Overadvance on any other occasion or to permit such Permitted Overadvances to remain outstanding. The making by the Administrative Agent of a Permitted Overadvance shall not modify or abrogate any of the provisions of Section 2.03 regarding the Lenders' obligations to purchase participations with respect to Letter of Credits. The Administrative Agent shall have no liability for, and no Loan Party or Credit Party shall have the right to, or shall, bring any claim of any kind whatsoever against the Administrative Agent with respect to "inadvertent Overadvances" (i.e., where an Overadvance results from changed circumstances beyond the control of the Administrative Agent (such as a reduction in the collateral value)) regardless of the amount of any such Overadvance(s).

(k) For the avoidance of doubt, as of the Closing Date, the Types of Borrowings available to the Borrower shall be comprised of either Base Rate Loans or Term Benchmark Loans.

2.03 Letters of Credit.

(a) General. Subject to the terms and conditions of this Agreement, upon the request of the Borrower made in accordance herewith, and prior to the Maturity Date, the Administrative Agent agrees to arrange for one or more L/C Issuers to issue standby Letters of Credit for any lawful purpose of any Loan Party. Pursuant to the foregoing, and subject to the terms and conditions contained herein, the Administrative Agent shall make standby Letters of Credit available to the Loan Parties by causing one or more L/C Issuers to issue such standby Letters of Credit. By submitting a request to the Administrative Agent for the issuance of a Letter of Credit, the Borrower shall be deemed to have requested that the Administrative Agent cause the issuance of the requested Letter of Credit by the applicable L/C Issuer. Each request for the issuance of a Letter of Credit, or the amendment, renewal, or extension of any outstanding Letter of Credit, shall be (i) irrevocable and made in writing by a Responsible Officer of the Borrower, (ii) delivered to the Administrative Agent via Approved Electronic Communications and reasonably in advance of the requested date of issuance, amendment, renewal, or extension, and (iii) subject to the Administrative Agent's and, as applicable, the applicable L/C Issuer's, authentication procedures with results satisfactory to such Persons. Each such request shall be in form and substance reasonably satisfactory to the Administrative Agent and the applicable L/C Issuer and (i) shall specify (A) the amount of such Letter of Credit, (B) the date of issuance, amendment, renewal, or extension of such Letter of Credit, (C) the proposed expiration date of such Letter of Credit, (D) the name and address of the beneficiary of the Letter of Credit, and (E) such other information (including, the conditions to drawing, and, in the case of an amendment, renewal, or extension, identification of the Letter of Credit to be so amended, renewed, or extended) as shall be necessary to prepare, amend, renew, or extend such Letter of Credit, and (ii) shall be accompanied by such Issuer Documents as the Administrative Agent or such L/C Issuer may request or require, to the extent that such requests or requirements are consistent with the Issuer Documents that such L/C Issuer generally requests for Letters of Credit in similar circumstances. The Administrative Agent's records of the content of any such request will be conclusive.

(b) The Administrative Agent shall have no obligation to cause the issuance, amendment, renewal or extension of a Letter of Credit if any of the following would result after giving effect to the requested issuance, amendment, renewal or extension:

(i) the Outstanding Amount of L/C Obligations would exceed the Letter of Credit Sublimit;

(ii) the Total Revolving Credit Exposure would exceed the lesser of (i) the Borrowing Base and (ii) the Aggregate Commitments;

(iii) the Outstanding Amount of L/C Obligations would exceed the result of (x) the Borrowing Base at such time less (y) the outstanding principal balance of the Committed Loans (inclusive of Swing Line Loans) at such time; or

(iv) the Letter of Credit would expire after the Letter of Credit Expiration Date.

(c) [Reserved].

(d) Each Letter of Credit shall be in form and substance reasonably acceptable to the applicable L/C Issuer and the Administrative Agent, including the requirement that the amounts payable thereunder must be payable in Dollars. If an L/C Issuer or the Administrative Agent makes a payment under, or pursuant to, a Letter of Credit, the Borrower shall pay to the Administrative Agent an amount equal to the applicable Letter of Credit Disbursement on the Business Day such Letter of Credit Disbursement is made. In the absence of such payment, the amount of the Letter of Credit Disbursement immediately and automatically shall be deemed to be a Committed Loan hereunder (notwithstanding any failure to satisfy any condition precedent set forth in Section 4.02) and, initially, shall bear interest at the

rate then applicable to Base Rate Loans. If a Letter of Credit Disbursement is deemed to be a Committed Loan hereunder, the Borrower's obligation to pay the amount of such Letter of Credit Disbursement to the applicable L/C Issuer shall be automatically converted into an obligation to pay the resulting Committed Loan. Promptly following receipt by the Administrative Agent of any payment from the Borrower pursuant to this Section 2.03(d) the Administrative Agent shall distribute such payment to such L/C Issuer or, to the extent that Lenders have made payments pursuant to Section 2.03(e) to reimburse such L/C Issuer, then to such Lenders and such L/C Issuer as their interests may appear.

(e) Promptly following receipt of a notice of a Letter of Credit Disbursement in respect of a Letter of Credit pursuant to Section 2.03(d), each Lender agrees to fund its Applicable Percentage of any Committed Loan deemed made pursuant to Section 2.03(d) on the same terms and conditions as if the Borrower had requested the amount thereof as a Committed Loan and the Administrative Agent shall promptly pay to the Administrative Agent the amounts so received by it from the Lenders. By the issuance of a Letter of Credit (or an amendment, renewal, or extension of any such Letter of Credit) and without any further action on the part of the Administrative Agent or the Lenders, the Administrative Agent shall be deemed to have granted to each Lender, and each Lender shall be deemed to have purchased, a participation in each such Letter of Credit caused by the Administrative Agent to be issued, in an amount equal to its Applicable Percentage of such Letter of Credit, and each such Lender agrees to pay to the Administrative Agent such Lender's Applicable Percentage of any Letter of Credit Disbursement made by an L/C Issuer under the applicable Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent such Lender's Applicable Percentage of each Letter of Credit Disbursement in respect of a Letter of Credit made by an L/C Issuer and not reimbursed by the Borrower on the date due as provided in Section 2.03(d), or of any reimbursement payment that is required to be refunded (or that the Administrative Agent elects, based upon the advice of counsel, to refund) to the Borrower for any reason. Each Lender acknowledges and agrees that its obligation to deliver to the Administrative Agent an amount equal to its respective Applicable Percentage of each Letter of Credit Disbursement in respect of a Letter of Credit pursuant to this Section 2.03(e) shall be absolute and unconditional and such remittance shall be made notwithstanding the occurrence or continuation of an Event of Default or Default or the failure to satisfy any condition set forth in Section 4.02. If any such Lender fails to make available to the Administrative Agent the amount of such Lender's Applicable Percentage of a Letter of Credit Disbursement in respect of a Letter of Credit as provided in this Section 2.03 (an "Unreimbursed Amount"), such Lender shall be deemed to be a Defaulting Lender and the Administrative Agent (for the account of the L/C Issuers) shall be entitled to recover such amount on demand from such Lender together with interest thereon at the Defaulting Lender Rate until paid in full.

(f) [Reserved].

(g) The liability of the Administrative Agent under, in connection with or arising out of any Letter of Credit (or pre-advice), regardless of the form or legal grounds of the action or proceeding, shall be limited to direct damages suffered by the Borrower or other applicable Loan Party that are caused directly by such Person's bad faith, gross negligence or willful misconduct in (i) honoring a presentation under a Letter of Credit that on its face does not at least substantially comply with the terms and conditions of such Letter of Credit, (ii) failing to honor a presentation under a Letter of Credit that strictly complies with the terms and conditions of such Letter of Credit, or (iii) retaining Drawing Documents presented under a Letter of Credit. The Borrower's or other applicable Loan Party's aggregate remedies against the Administrative Agent for wrongfully honoring a presentation under any Letter of Credit or wrongfully retaining honored Drawing Documents shall in no event exceed the aggregate amount paid by the Borrower to the Administrative Agent in respect of the honored presentation in connection with such Letter of Credit under Section 2.03(d), plus interest at the rate then applicable to Base Rate Loans hereunder. The Borrower or other applicable Loan Party shall use commercially reasonable efforts to avoid and mitigate the amount of any damages claimed against the Administrative Agent, including by enforcing its rights against the

beneficiaries of the Letters of Credit. Any claim by the Borrower or other applicable Loan Party under or in connection with any Letter of Credit shall be reduced by an amount equal to the sum of (x) the amount (if any) saved by the Borrower or other applicable Loan Party as a result of the breach or alleged wrongful conduct complained of, and (y) the amount (if any) of the loss that would have been avoided had the Borrower or other applicable Loan Party used commercially reasonable efforts to mitigate any loss, and in case of a claim of wrongful dishonor, by specifically and timely authorizing the Administrative Agent and the applicable L/C Issuer to effect a cure.

(h) The Borrower is responsible for the final text of the Letter of Credit as issued by any L/C Issuer, irrespective of any assistance the Administrative Agent or such L/C Issuer may provide such as drafting or recommending text or by such L/C Issuer's use or refusal to use text submitted by the Borrower. The Borrower understands that the final form of any Letter of Credit may be subject to such revisions and changes as are deemed necessary or appropriate by the applicable L/C Issuer, and the Borrower hereby consents to such revisions and changes not materially different from the application executed in connection therewith. The Borrower is solely responsible for the suitability of the Letter of Credit for the Borrower's or other applicable Loan Party's purposes. If the Borrower requests the Administrative Agent to cause the issuance of a Letter of Credit for an affiliated or unaffiliated third party (an "**Account Party**"), (i) such Account Party shall have no rights against the Administrative Agent; (ii) the Borrower shall be responsible for the application and obligations under this Agreement; and (iii) communications (including notices) related to the respective Letter of Credit shall be among the Administrative Agent and/or the applicable L/C Issuer and the Borrower. The Borrower will examine the copy of the Letter of Credit and any other documents sent by the Administrative Agent on behalf of the applicable L/C Issuer in connection therewith and shall promptly notify the Administrative Agent (not later than three (3) Business Days following the Borrower's receipt of documents from the Administrative Agent) of any non-compliance with the Borrower's instructions and of any discrepancy in any document under any presentment or other irregularity. The Borrower understands and agrees that neither the Administrative Agent nor any L/C Issuer is required to extend the expiration date of any Letter of Credit for any reason. With respect to any Letter of Credit containing an "automatic amendment" to extend the expiration date of such Letter of Credit, the applicable L/C Issuer, in its sole and absolute discretion, may give notice of nonrenewal of such Letter of Credit and, if the Borrower does not at any time want the then current expiration date of such Letter of Credit to be extended, the Borrower will so notify such L/C Issuer (with a copy to the Administrative Agent) at least thirty (30) calendar days before such L/C Issuer is required to notify the beneficiary of such Letter of Credit or any advising bank of such non-extension pursuant to the terms of such Letter of Credit.

(i) The Borrower's reimbursement and payment obligations under this Section 2.03 are absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever, including:

(i) any lack of validity, enforceability or legal effect of any Letter of Credit, any Issuer Document, this Agreement, or any Loan Document, or any term or provision therein or herein;

(ii) payment against presentation of any draft, demand or claim for payment under any Drawing Document that does not comply in whole or in part with the terms of the applicable Letter of Credit or which proves to be fraudulent, forged or invalid in any respect or any statement therein being untrue or inaccurate in any respect, or which is signed, issued or presented by a Person or a transferee of such Person purporting to be a successor or transferee of the beneficiary of such Letter of Credit;

(iii) the Administrative Agent, any L/C Issuer or any of its respective branches or Affiliates being the beneficiary of any Letter of Credit;

(iv) any L/C Issuer or any correspondent honoring a drawing against a Drawing Document up to the amount available under any Letter of Credit even if such Drawing Document claims an amount in excess of the amount available under the Letter of Credit;

(v) the existence of any claim, set-off, defense or other right that any Loan Party or its Subsidiaries may have at any time against any beneficiary or transferee beneficiary, any assignee of proceeds, the Administrative Agent, any L/C Issuer or any other Person;

(vi) any L/C Issuer or any correspondent honoring a drawing upon receipt of an electronic presentation under a Letter of Credit requiring the same, regardless of whether the original Drawing Documents arrive at such L/C Issuer's counters or are different from the electronic presentation;

(vii) any other event, circumstance or conduct whatsoever, whether or not similar to any of the foregoing that might, but for this Section 2.03(i), constitute a legal or equitable defense to or discharge of, or provide a right of set-off against, any Loan Party or any of its Subsidiaries' reimbursement and other payment obligations and liabilities, arising under, or in connection with, any Letter of Credit, whether against any L/C Issuer, the Administrative Agent, the beneficiary or any other Person; or

(viii) the fact that any Default or Event of Default shall have occurred and be continuing;

provided, that subject to Section 2.03(i)(vii), the foregoing shall not release the Administrative Agent or any L/C Issuer from such liability to the Borrower as may be finally determined in a final, non-appealable judgment of a court of competent jurisdiction against the Administrative Agent or such L/C Issuer, as applicable, following reimbursement or payment of the obligations and liabilities, including reimbursement and other payment obligations, of the Borrower to the Administrative Agent and such L/C Issuer arising under, or in connection with, this Section 2.05 or any Letter of Credit.

(j) Without limiting any other provision of this Agreement, the Administrative Agent shall not be responsible to the Borrower for, and the Administrative Agent's rights and remedies against the Borrower and the obligation of the Borrower to reimburse the Administrative Agent for each drawing under each Letter of Credit shall not be impaired by:

(i) honor of a presentation under any Letter of Credit that on its face substantially complies with the terms and conditions of such Letter of Credit, even if the Letter of Credit requires strict compliance by the beneficiary;

(ii) honor of a presentation of any Drawing Document that appears on its face to have been signed, presented or issued (A) by any purported successor or transferee of any beneficiary or other Person required to sign, present or issue such Drawing Document or (B) under a new name of the beneficiary;

(iii) acceptance as a draft of any written or electronic demand or request for payment under a Letter of Credit, even if nonnegotiable or not in the form of a draft or

notwithstanding any requirement that such draft, demand or request bear any or adequate reference to the Letter of Credit;

(iv) the identity or authority of any presenter or signer of any Drawing Document or the form, accuracy, genuineness or legal effect of any Drawing Document (other than an L/C Issuer's determination that such Drawing Document appears on its face substantially to comply with the terms and conditions of the Letter of Credit);

(v) acting upon any instruction or request relative to a Letter of Credit or requested Letter of Credit that an L/C Issuer in good faith believes to have been given by a Person authorized to give such instruction or request;

(vi) any errors, omissions, interruptions or delays in transmission or delivery of any message, advice or document (regardless of how sent or transmitted) or for errors in interpretation of technical terms or in translation or any delay in giving or failing to give notice to the Borrower;

(vii) any acts, omissions or fraud by, or the insolvency of, any beneficiary, any nominated person or entity or any other Person or any breach of contract between any beneficiary and the Borrower or any of the parties to the underlying transaction to which the Letter of Credit relates;

(viii) assertion or waiver of any provision of the ISP or UCP that primarily benefits an issuer of a letter of credit, including any requirement that any Drawing Document be presented to it at a particular hour or place;

(ix) payment to any presenting bank (designated or permitted by the terms of the applicable Letter of Credit) claiming that it rightfully honored or is entitled to reimbursement or indemnity under Standard Letter of Credit Practice applicable to it;

(x) acting or failing to act as required or permitted under Standard Letter of Credit Practice applicable to where the applicable L/C Issuer has issued, confirmed, advised or negotiated such Letter of Credit, as the case may be;

(xi) honor of a presentation after the expiration date of any Letter of Credit notwithstanding that a presentation was made prior to such expiration date and dishonored by an L/C Issuer if subsequently such L/C Issuer or any court or other finder of fact determines such presentation should have been honored;

(xii) dishonor of any presentation that does not strictly comply or that is fraudulent, forged or otherwise not entitled to honor; or

(xiii) honor of a presentation that is subsequently determined by an L/C Issuer to have been made in violation of international, federal, state or local restrictions on the transaction of business with certain prohibited Persons.

(k) The Borrower shall pay immediately upon demand to the Administrative Agent for the account of the applicable L/C Issuer as non-refundable fees, commissions, and charges (it being acknowledged and agreed that any charging of such fees, commissions, and charges to the Register pursuant to the terms of this Agreement shall be deemed to constitute a demand for payment thereof for the purposes of this Section 2.03(k)) any and all customary commissions, fees and charges then in effect imposed by,

and any and all documented expenses incurred by the Administrative Agent relating to Letters of Credit, at the time of issuance of any Letter of Credit and upon the occurrence of any other activity with respect to any Letter of Credit (including transfers, assignments of proceeds, amendments, drawings, renewals or cancellations).

(l) [Reserved].

(m) Each Letter of Credit shall expire not later than the date that is 12 months after the date of the issuance of such Letter of Credit; provided that any Letter of Credit may provide for the automatic extension thereof for any number of additional periods each of up to one year in duration; provided, further, that with respect to any Letter of Credit which extends beyond the Maturity Date, Cash Collateralization shall be provided therefor on or before the Letter of Credit Expiration Date.

(n) If (i) any Event of Default occurs and is continuing or (ii) Excess Availability is less than zero, then on the Business Day following the date on which the Borrower receives notice from the Administrative Agent or the Required Lenders (or, if the maturity of the Obligations has been accelerated, Lenders with Letter of Credit Exposure representing greater than 50% of the total Letter of Credit Exposure) demanding Cash Collateralization pursuant to this Section 2.03(n), the Borrower shall provide Cash Collateralization with respect to the then existing L/C Obligations; provided that, in each case, upon the occurrence of any Event of Default described in Section 8.01(g) or 8.01(h), the obligation to provide Cash Collateralization will become effective immediately, and any deposit of cash collateral required pursuant to the terms set forth in the Cash Collateralization definition will become immediately due and payable, without demand or other notice of any kind. If the Borrower fail to provide Cash Collateralization as required by this Section 2.05(n), the Lenders may (and, upon direction of the Administrative Agent, shall) advance, as Committed Loans the amount of the cash collateral required pursuant to the terms of the Cash Collateralization definition so that the then existing L/C Obligations is cash collateralized in accordance with the terms of the Cash Collateralization definition (whether or not the Revolving Commitments have terminated, an Overadvance exists or the conditions in Section 4.02 are satisfied).

(o) Unless otherwise expressly agreed by the Administrative Agent, the applicable L/C Issuer and the Borrower, when a Letter of Credit is issued, (i) the rules of the ISP shall apply to each standby Letter of Credit, and (ii) the rules of the UCP shall apply to any commercial Letter of Credit (if applicable).

(p) The Administrative Agent and the L/C Issuers shall each be deemed to have acted with due diligence and reasonable care if such Person's conduct is in accordance with Standard Letter of Credit Practice or in accordance with this Agreement.

(q) In the event of a direct conflict between the provisions of this Section 2.03 and any provision contained in any Issuer Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 2.03 shall control and govern.

(r) The provisions of this Section 2.03 shall survive the termination of this Agreement and the repayment in full of the Obligations with respect to any Letters of Credit that remain outstanding.

(s) For avoidance of doubt, the Borrower hereby acknowledges and agrees that none of the Existing Letters of Credit shall constitute Letters of Credit under this Agreement, nor constitute a part of the Obligations.

2.04 Swing Line Loans.

(a) The Swing Line. Subject to the terms and conditions set forth herein, in reliance upon the agreements of the other Lenders set forth in this Section 2.04, the Swing Line Lender (I) to the extent the Outstanding Amount of the Swing Line Loans shall not exceed \$10,000,000, agrees to and (II) to the extent the Outstanding Amount of the Swing Line Loans shall exceed \$10,000,000, may elect, but shall have no obligation, to make loans (each such loan, a “Swing Line Loan”) to the Borrower from time to time on any Business Day during the Availability Period in an aggregate amount not to exceed at any time outstanding the amount of the Swing Line Sublimit, notwithstanding the fact that such Swing Line Loans, when aggregated with the Applicable Percentage of the Outstanding Amount of Committed Loans and L/C Obligations of the Lender acting as Swing Line Lender, may exceed the amount of such Lender’s Commitment; provided, however, that after giving effect to any Swing Line Loan, (i) the Total Outstandings shall not exceed the lesser of (A) the Aggregate Commitments, or (B) the Borrowing Base, and (ii) the aggregate Outstanding Amount of the Committed Loans of any Lender at such time, plus such Lender’s Applicable Percentage of the Outstanding Amount of all L/C Obligations at such time, plus such Lender’s Applicable Percentage of the Outstanding Amount of all Swing Line Loans at such time shall not exceed such Lender’s Commitment, and provided, further, that the Borrower shall not use the proceeds of any Swing Line Loan to refinance any outstanding Swing Line Loan. Within the foregoing limits, and subject to the other terms and conditions hereof, the Borrower may borrow under this Section 2.04, prepay under Section 2.05, and reborrow under this Section 2.04. Immediately upon the making of a Swing Line Loan, each Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swing Line Lender a risk participation in such Swing Line Loan in an amount equal to the product of such Lender’s Applicable Percentage times the amount of such Swing Line Loan.

(b) Borrowing Procedures. Each Borrowing of Swing Line Loans shall be made upon the Borrower’s irrevocable notice to the Swing Line Lender and the Administrative Agent, which may be given by telephone. Each such notice must be received by the Swing Line Lender and the Administrative Agent not later than 10:00 a.m. on the requested borrowing date, and shall specify (i) the amount to be borrowed, and (ii) the requested borrowing date, which shall be a Business Day. Each such telephonic notice must be confirmed promptly by delivery to the Swing Line Lender and the Administrative Agent of a written Notice of Borrowing, appropriately completed and signed by a Responsible Officer of the Borrower. Promptly after receipt by the Swing Line Lender of any telephonic Notice of Borrowing, the Swing Line Lender will confirm with the Administrative Agent (by telephone, in writing or by Approved Electronic Communication) that the Administrative Agent has also received such Swing Line Loan Notice and, if not, the Swing Line Lender will notify the Administrative Agent (by telephone, in writing or by Approved Electronic Communication) of the contents thereof. Unless the Swing Line Lender has received notice (by telephone, in writing or by Approved Electronic Communication) from the Administrative Agent at the request of the Required Lenders prior to 11:00 a.m. on the date of the proposed Borrowing of Swing Line Loans (A) directing the Swing Line Lender not to make such Swing Line Loan as a result of the limitations set forth in the proviso to the first sentence of Section 2.04(a), or (B) that one or more of the applicable conditions specified in Article IV is not then satisfied, then, subject to the terms and conditions hereof, the Swing Line Lender will, not later than 3:00 p.m. on the borrowing date specified in such Notice of Borrowing, make the amount of its Swing Line Loan available to the Borrower at its office by crediting the account of the Borrower on the books of the Swing Line Lender in immediately available funds.

(c) Refinancing of Swing Line Loans.

(i) The Swing Line Lender at any time in its sole and absolute discretion may request (but, in any event shall weekly, as provided in Section 2.14(a)), on behalf of the Borrower (which hereby irrevocably authorizes the Swing Line Lender to so request on its behalf), that each Lender make a Base Rate Committed Loan in an amount equal to such Lender’s Applicable Percentage for the amount of Swing Line Loans then outstanding. Such request shall be made in writing (which written request shall be deemed to be a Notice of Borrowing for purposes hereof)

and in accordance with the requirements of Section 2.02, without regard to the minimum and multiples specified therein for the principal amount of Base Rate Loans, but subject to the unutilized portion of the Aggregate Commitments and the conditions set forth in Section 4.02. The Swing Line Lender shall furnish the Borrower with a copy of the applicable Notice of Borrowing promptly after delivering such notice to the Administrative Agent. Each Lender shall make an amount equal to its Applicable Percentage of the amount specified in such Notice of Borrowing available to the Administrative Agent in immediately available funds for the account of the Swing Line Lender at the Administrative Agent's Office not later than 1:00 p.m. on the day specified in such Notice of Borrowing, whereupon, subject to Section 2.04(c)(ii), each Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received to the Swing Line Lender.

(ii) If for any reason any Swing Line Loan cannot be refinanced by such a Borrowing in accordance with Section 2.04(c)(i), the request for Base Rate Committed Loans submitted by the Swing Line Lender as set forth herein shall be deemed to be a request by the Swing Line Lender that each of the Lenders fund its risk participation in the relevant Swing Line Loan and each Lender's payment to the Administrative Agent for the account of the Swing Line Lender pursuant to Section 2.04(c)(i) shall be deemed payment in respect of such participation.

(iii) If any Lender fails to make available to the Administrative Agent for the account of the Swing Line Lender any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.04(c) by the time specified in Section 2.04(c)(i), the Swing Line Lender shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Swing Line Lender at a rate per annum equal to the greater of the Federal Funds Effective Rate and a rate determined by the Swing Line Lender in accordance with banking industry rules on interbank compensation plus any administrative, processing or similar fees customarily charged by the Swing Line Lender in connection with the foregoing. If such Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Lender's Committed Loan included in the relevant Borrowing or funded participation in the relevant Swing Line Loan, as the case may be. A certificate of the Swing Line Lender submitted to any Lender (through the Administrative Agent) with respect to any amounts owing under this clause (iii) shall be conclusive absent manifest error.

(iv) Each Lender's obligation to make Committed Loans or to purchase and fund risk participations in Swing Line Loans pursuant to this Section 2.04(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the Swing Line Lender, the Borrower or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Lender's obligation to make Committed Loans pursuant to this Section 2.04(c) is subject to the conditions set forth in Section 4.02. No such funding of risk participations shall relieve or otherwise impair the obligation of the Borrower to repay Swing Line Loans, together with interest as provided herein.

(d) Repayment of Participations.

(i) At any time after any Lender has purchased and funded a risk participation in a Swing Line Loan, if the Swing Line Lender receives any payment on account of such Swing Line Loan, the Swing Line Lender will distribute to such Lender its Applicable Percentage of such payment (appropriately adjusted, in the case of interest payments, to reflect the period of time

during which such Lender's risk participation was funded) in the same funds as those received by the Swing Line Lender.

(ii) If any payment received by the Swing Line Lender in respect of principal or interest on any Swing Line Loan is required to be returned by the Swing Line Lender under any of the circumstances described in Section 11.05 (including pursuant to any settlement entered into by the Swing Line Lender in its discretion), each Lender shall pay to the Swing Line Lender its Applicable Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned, at a rate per annum equal to the Federal Funds Effective Rate. The Administrative Agent will make such demand upon the request of the Swing Line Lender. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) Interest for Account of Swing Line Lender. The Swing Line Lender shall be responsible for invoicing the Borrower for interest on the Swing Line Loans. Until each Lender funds its Base Rate Loan or risk participation pursuant to this Section 2.04 to refinance such Lender's Applicable Percentage of any Swing Line Loan, interest in respect of such Applicable Percentage shall be solely for the account of the Swing Line Lender.

(f) Payments Directly to Swing Line Lender. The Borrower shall make all payments of principal and interest in respect of the Swing Line Loans directly to the Swing Line Lender.

2.05 Prepayments.

(a) The Borrower may, upon notice to the Administrative Agent (which notice, if furnished in connection with a refinancing of the Obligations, may be conditional upon the consummation of such refinancing), at any time or from time to time voluntarily prepay Committed Loans in whole or in part without premium or penalty; provided that (i) such notice must be received by the Administrative Agent not later than 2:00 p.m. (A) three Business Days prior to any date of prepayment of Term Benchmark Loans, (B) on the date of prepayment of Base Rate Loans and (C) [reserved]; (ii) any prepayment of Term Benchmark Loans shall be in a principal amount of \$2.0 million or a whole multiple of \$1.0 million in excess thereof, in each case, if less, the entire principal amount thereof then outstanding and (iii) any prepayment of Base Rate Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment, and the Type(s) of Loans to be prepaid. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's Applicable Percentage of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a Term Benchmark Loan shall be accompanied by all accrued interest on the amount prepaid. Each such prepayment shall be applied to the Committed Loans of the Lenders in accordance with their respective Applicable Percentages.

(b) The Borrower may, upon irrevocable notice to the Swing Line Lender (with a copy to the Administrative Agent), at any time or from time to time, voluntarily prepay Swing Line Loans in whole or in part without premium or penalty; provided that (i) such notice must be received by the Swing Line Lender and the Administrative Agent not later than 1:00 p.m. on the date of the prepayment, and (ii) any such prepayment shall be in a minimum principal amount of \$100,000. Each such notice shall specify the date and amount of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein.

(c) If for any reason the Total Outstandings at any time exceed the lesser of the Aggregate Commitments or the Borrowing Base, each as then in effect, the Borrower shall immediately prepay Loans, Swing Line Loans and Letter of Credit Disbursements and/or Cash Collateralize the L/C Obligations (other than Letter of Credit Disbursements) in an aggregate amount equal to such excess; provided, however, that the Borrower shall not be required to Cash Collateralize the L/C Obligations pursuant to this Section 2.05(c) unless after the prepayment in full of the Loans the Total Outstandings exceed the lesser of the Aggregate Commitments or the Borrowing Base, each as then in effect.

(d) Any Net Cash Proceeds from any Disposition by the Borrower or any of its Restricted Subsidiaries (other than, (i) with respect only to the Term Priority Collateral, such portion of the Net Cash Proceeds that are then required to be paid to the lenders under the DIP Term Facility and (ii) any Disposition of any property permitted by Section 7.05(a), (b), (c), (d), (e), (g), (i) or (j)) shall be paid over to the Administrative Agent on receipt by the Loan Parties and shall be utilized to prepay the Loans in the order of priority set forth in Section 2.05(e). The application of such Net Cash Proceeds to the Loans shall not reduce the Commitments. If all Obligations then due are paid, any excess Net Cash Proceeds shall be remitted to the operating account of the Borrower.

(e) Prepayments made pursuant to Section 2.05, first, shall be applied ratably to the Letter of Credit Disbursements and the Swing Line Loans, second, shall be applied ratably to the outstanding Loans, and third, shall be used to Cash Collateralize the remaining L/C Obligations; and the amount remaining, if any, after the repayment in full of all Letter of Credit Disbursements, Swing Line Loans and Committed Loans outstanding at such time and the Cash Collateralization of the remaining L/C Obligations in full may be retained by the Borrower for use in the ordinary course of its business. Upon the drawing of any Letter of Credit that has been Cash Collateralized, the funds held as Cash Collateral shall be applied (without any further action by or notice to or from the Borrower or any other Loan Party) to reimburse the L/C Issuers or the Lenders, as applicable.

2.06 Termination of Commitments.

(a) The Borrower may terminate the Aggregate Commitments in whole (but not in part); provided that (i) any such notice shall be received by the Administrative Agent not later than 2:00 p.m. three (3) Business Days prior to the date of termination, (ii) any such notice shall be irrevocable (except if such termination notice is being furnished in connection with a refinancing of the Obligations, such notice may be conditional upon the consummation of such refinancing, and (iii) the Borrower shall not terminate the Aggregate Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the Total Outstandings would exceed the Aggregate Commitments.

(b) [Reserved].

(c) The Administrative Agent will promptly notify the Lenders of any termination of the Aggregate Commitments under this Section 2.06. All fees accrued until the effective date of any such termination shall be paid on the effective date of such termination.

2.07 Term of Agreement; Repayment of Loans.

(a) This Agreement and the other Loan Documents shall become effective as of the Closing Date and shall continue in full force and effect for a term ending on the earliest of (a) the date twenty-four (24) months from the Closing Date (the “**Scheduled Maturity Date**”) (b) 45 days after the Petition Date (or such later date as the Administrative Agent may approve in writing in its sole discretion) if the Final Financing Order has not been entered prior to the expiration of such period, (c) the substantial consummation (as defined in Section 1101 of the Bankruptcy Code and which for purposes hereof shall be

no later than the “effective date” thereof) of a plan of reorganization filed in the Chapter 11 Cases that is confirmed pursuant to an order entered by the Bankruptcy Court, (d) the consummation of a sale of all or substantially all of the assets of the Chapter 11 Debtors under section 363 of the Bankruptcy Code, and (e) the acceleration of the Loans and the termination of the Commitments in accordance with this Agreement (the earliest of such dates, the “**Maturity Date**”). In addition, the Borrower may terminate this Agreement in accordance with Section 2.06 above. Upon the Maturity Date or any other effective date of termination of the Loan Documents, the Borrower shall pay to the Administrative Agent all outstanding and unpaid Obligations (except for contingent indemnification obligations for which no claim has been asserted) including by exchange of the Obligations into loans under the Exit ABL Facility in accordance with an Acceptable Plan of Reorganization, and shall Cash Collateralize outstanding L/C Obligations (other than Letter of Credit Disbursements).

(b) The Borrower shall repay each Swing Line Loan on the Maturity Date and in accordance with Section 2.04(c).

(c) Notwithstanding anything to the contrary herein, pursuant to the Commitment Letter, subject to the sole to the satisfaction (or waiver) of the conditions precedent set forth therein, the Loans, including all accrued and unpaid interest thereon and all other Obligations hereunder shall be converted into loans under the Exit Revolving Facility (as defined in the Commitment Letter), and the Aggregate Commitments hereunder shall terminate and be replaced by commitments under the Exit Revolving Facility, in each case, upon the effectiveness of the Plan of Reorganization (as defined in the Commitment Letter).

2.08 Interest.

(a) Subject to the provisions of Section 2.08(b) below, (i) each Loan which is a Term Benchmark Loan shall bear interest on the outstanding principal amount thereof at a rate per annum equal to the Term SOFR Rate plus the Applicable Margin; (ii) each Loan which is a Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Margin; and (iii) each Swing Line Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Margin; and (iv) [reserved].

(b) After the occurrence and during the continuance of an Event of Default, all Loans and other monetary Obligations may, at the option of the Administrative Agent or the discretion of the Required Lenders, bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

2.09 Fees. In addition to certain fees described in Section 2.03:

(a) Commitment Fee. The Borrower shall pay to the Administrative Agent, for the account of each Lender in accordance with its Applicable Percentage, a commitment fee (the “**Commitment Fee**”) equal to a 0.50% per annum (the “**Commitment Fee Rate**”), times the actual daily amount by which the then Aggregate Commitments exceed the sum of (i) the principal amount of Loans (including Swing Line Loans), then outstanding, and (ii) the then L/C Credit Extensions. The Commitment

Fee shall accrue at all times during the Availability Period, including at any time during which one or more of the conditions in Article IV is not met, and shall be due and payable monthly in arrears on the first Business Day after the end of each calendar month, commencing with the first such date to occur after the Closing Date, and on the last day of the Availability Period.

(b) Letter of Credit Fee. The Borrower agrees to pay Agent, for the ratable benefit of the Lenders, a Letter of Credit fee (the "Letter of Credit Fee") (which fee shall be in addition to the fronting fees and commissions, other fees, charges and expenses set forth in Section 2.03) that shall accrue at a per annum rate equal to 4.25%, times the average amount of the Letter of Credit Usage during the immediately preceding calendar month (or portion thereof).

(c) Other Fees. The Borrower shall pay to the Arranger and the Administrative Agent for their own respective accounts fees in the amounts and at the times specified in any Fee Letter. Such fees shall be payable in Dollars, fully earned when paid and shall not be refundable for any reason whatsoever.

(d) Defaulting Lender Fees. Subject to Section 2.03, the Borrower shall not be obligated to pay the Administrative Agent any Defaulting Lender's ratable share of the fees described in Section 2.03 and Section 2.09(a) for the period commencing on the day such Defaulting Lender becomes a Defaulting Lender and continuing for so long as such Lender continues to be a Defaulting Lender.

2.10 Computation of Interest and Fees. All computations of interest for Base Rate Loans when the Base Rate is determined by the Prime Rate shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest hereunder shall be made on the basis of a 360-day year and actual days elapsed. Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.12(a), bear interest for one day. All interest hereunder on any Loan shall be computed on a daily basis based upon the outstanding principal amount of such Loan as of the applicable date of determination. Each determination by the Administrative Agent of the applicable Base Rate or the Term SOFR Rate shall be conclusive and binding for all purposes, absent manifest error.

2.11 Evidence of Debt.

(a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by the Administrative Agent (the "Loan Account") in the ordinary course of business. In addition, each Lender may record in such Lender's internal records, an appropriate notation evidencing the date and amount of each Loan from such Lender, each payment and prepayment of principal of any such Loan, and each payment of interest, fees and other amounts due in connection with the Obligations due to such Lender. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive, absent manifest error, of the amount of the Credit Extensions made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender's Loans (in addition to such Lender's accounts or records). Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto. Upon receipt of an affidavit of a Lender as to the loss, theft, destruction or mutilation of

such Lender's Note and upon cancellation of such Note, the Borrower will issue, in lieu thereof, a replacement Note in favor of such Lender, in the same principal amount thereof and otherwise of like tenor.

(b) In addition to the accounts and records referred to in Section 2.11(a), each Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Lender of participations in Letters of Credit and Swing Line Loans. In the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Lender in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

2.12 Payments Generally; Administrative Agent's Clawback.

(a) General. All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars and in immediately available funds not later than 2:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 2:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of Term Benchmark Loans (or in the case of any Borrowing of Base Rate Loans, prior to 12:00 noon on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or in the case of a Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation plus any administrative processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Loans. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Committed Loan included in such Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the time at which any payment is due to the Administrative Agent for the account of the Lenders or the L/C Issuers hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the applicable L/C Issuer, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or the L/C Issuers, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or the applicable L/C Issuer, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the NYFRB Rate.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Committed Loans, to fund participations in Letters of Credit and Swing Line Loans and to make payments pursuant to Section 11.04(c) are several and not joint. The failure of any Lender to make any Committed Loan, to fund any such participation or to make any payment under Section 11.04(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Committed Loan, to purchase its participation or to make its payment under Section 11.04(c).

(e) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

2.13 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of the Committed Loans made by it, or the participations in L/C Obligations or in Swing Line Loans held by it resulting in such Lender's receiving payment of a proportion of the aggregate amount of such Committed Loans or participations and accrued interest thereon greater than its pro rata share thereof as provided herein, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Committed Loans and subparticipations in L/C Obligations and Swing Line Loans of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Committed Loans and other amounts owing them, provided that:

(i) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this Section shall not be construed to apply to (x) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Committed Loans or subparticipations in L/C Obligations or Swing Line Loans to any assignee or participant, other than to the Borrower or any Restricted Subsidiary thereof (as to which the provisions of this Section shall apply).

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation.

2.14 Settlement Amongst Lenders.

(a) The amount of each Lender's Applicable Percentage of outstanding Loans (including outstanding Swing Line Loans, except that settlements of Swing Line Loans during the months of November and December of each year shall be required to be made by the Swing Line Lender only with respect to those Swing Line Loans in excess of \$2.0 million in the aggregate only (the "**Excess Swing Line Loans**")) shall be computed weekly (or more frequently in the Administrative Agent's discretion) and shall be adjusted upward or downward based on all Loans (including Swing Line Loans other than Excess Swing Line Loans) and repayments of Loans (including Swing Line Loans other than Excess Swing Line Loans) received by the Administrative Agent as of 3:00 p.m. on the first Business Day (such date, the "**Settlement Date**") following the end of the period specified by the Administrative Agent.

(b) The Administrative Agent shall deliver to each of the Lenders promptly after a Settlement Date a summary statement of the amount of outstanding Committed Loans for the period and the amount of repayments fees received for the period. As reflected on the summary statement, (i) the Administrative Agent shall transfer to each Lender its Applicable Percentage of repayments, and (ii) each Lender shall transfer to the Administrative Agent (as provided below) or the Administrative Agent shall transfer to each Lender, such amounts as are necessary to insure that, after giving effect to all such transfers, the amount of Committed Loans made by each Lender with respect to Committed Loans to the Borrower shall be equal to such Lender's Applicable Percentage of Committed Loans outstanding as of such Settlement Date. If the summary statement requires transfers to be made to the Administrative Agent by the Lenders and is received prior to 12:00 Noon on a Business Day, such transfers shall be made in immediately available funds no later than 3:00 p.m. that day; and, if received after 12:00 Noon, then no later than 3:00 p.m. on the next Business Day. The obligation of each Lender to transfer such funds is irrevocable, unconditional and without recourse to or warranty by the Administrative Agent. If and to the extent any Lender shall not have so made its transfer to the Administrative Agent, such Lender agrees to pay to the Administrative Agent, forthwith on demand such amount, together with interest thereon, for each day from such date until the date such amount is paid to the Administrative Agent, equal to the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation plus any administrative, processing, or similar fees customarily charged by the Administrative Agent in connection with the foregoing.

(c) The Administrative Agent shall deliver to the applicable Lenders promptly after the Administrative Agent's receipt thereof, all payments of interest, fees and Credit Party Expenses to which each such Lender is entitled.

(d) If any Lender shall fail to make any payment required to be made by it hereunder, then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such

Lender's obligations hereunder until all such unsatisfied obligations are fully paid. If at any time prior to the acceleration or maturity of the Loans, the Administrative Agent shall receive any payment in respect of principal of a Loan or a reimbursement of a L/C Extension while one or more Defaulting Lenders shall be party to this Agreement, the Administrative Agent shall apply such payment first to the Borrowing(s) for which such Defaulting Lender(s) shall have failed to fund its pro rata share until such time as such Borrowing(s) are paid in full or each Lender (including each Defaulting Lender) is owed its Applicable Percentage of all Loans then outstanding. After acceleration or maturity of the Loans, all principal will be paid ratably as provided in Section 8.03.

2.15 [Reserved].

2.16 [Reserved].

2.17 [Reserved].

ARTICLE III TAXES, YIELD PROTECTION AND ILLEGALITY

3.01 Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without reduction or withholding for any Tax unless required by applicable Law, provided that if any Loan Party, the Administrative Agent or any other withholding agent shall be required by applicable Law to deduct any Indemnified Taxes (including any Other Taxes) from such payments, then (i) the sum payable by the Loan Party shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 3.01) the Administrative Agent or any Lender (with the term "Lender" in this Section 3.01 being deemed to include an L/C Issuer), as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) the applicable withholding agent shall make such deductions and (iii) the applicable withholding agent shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Law. For purposes of this Section 3.01, any payments by the Administrative Agent to a Lender of any amounts received by the Administrative Agent from any Loan Party on behalf of such Lender shall be treated as a payment from the Loan Party to such Lender.

(b) Payment of Other Taxes by the Loan Parties. Without limiting the provisions of subsection (a) above, the Loan Parties shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Law.

(c) Reimbursement by the Lenders. To the extent that the Borrower for any reason fails to pay any amount required under subsection (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof), the Swing Line Lender, the L/C Issuers or any Related Party of any of the foregoing, each Lender (other than the Swing Line Lender in its capacity as such) severally agrees to pay to the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender, the L/C Issuers or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender or L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative

Agent (or any such sub-agent) or the Collateral Agent in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.12(d).

(d) Indemnification by the Loan Parties. The Loan Parties shall, jointly and severally, indemnify the Administrative Agent and each Lender, within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 3.01) paid by the Administrative Agent or such Lender, as the case may be, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the applicable Loan Party to a Governmental Authority, the applicable Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(f) Status of Fee Recipients. Each Fee Recipient hereby represents that it is a Permitted Investor and agrees to update Internal Revenue Service Form W-9 (or its successor form) or applicable Internal Revenue Service Form W-8 (or its successor form) upon any change in such Person's circumstances or if such form expires or becomes inaccurate or obsolete, and to promptly notify the Borrower and the Administrative Agent if such Person becomes legally ineligible to provide such form.

(g) Status of Foreign Lenders. To the extent it is legally entitled to do so, any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the applicable Loan Party is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Loan Document shall deliver to the Loan Parties (with a copy to the Administrative Agent), at the time or times prescribed by applicable Law or reasonably requested by the Loan Parties or the Administrative Agent, such properly completed and executed documentation prescribed by applicable Law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if requested by the Loan Parties or the Administrative Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Loan Parties or the Administrative Agent as will enable the Loan Parties or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in this Section 3.01(g)(iv), Section 3.01(h) and Section 3.01(i) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender. Each Lender shall, whenever a lapse in time or change in circumstances renders such documentation (including any specific documentation required below in this Section 3.01(g), Section 3.01(h) or Section 3.01(i)) obsolete, expired or inaccurate in any material respect, deliver promptly to the Borrower and the Administrative Agent updated or other appropriate documentation (including any new documentation reasonably requested by the Borrower or the Administrative Agent) or promptly notify the Borrower and the Administrative Agent that it is legally unable to do so.

Without limiting the generality of the foregoing, any Foreign Lender, to the extent it is legally entitled to do so, shall deliver to the Loan Parties and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a

Lender under this Agreement (and from time to time thereafter upon the request of the Loan Parties or the Administrative Agent, but only if such Foreign Lender is legally entitled to do so), whichever of the following is applicable:

(i) duly completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E (as applicable) claiming eligibility for benefits of an income tax treaty to which the United States is a party,

(ii) duly completed copies of Internal Revenue Service Form W-8ECI,

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit M-1 to the effect that such Foreign Lender is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, a “10 percent shareholder” of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code (a “**U.S. Tax Compliance Certificate**”) and (y) executed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E (as applicable),

(iv) to the extent a Foreign Lender is not the beneficial owner, executed copies of Internal Revenue Service Form W-8IMY, accompanied by Internal Revenue Service Form W-8ECI, Internal Revenue Service Form W-8BEN or W-8BEN-E (as applicable), a U.S. Tax Compliance Certificate substantially in the form of Exhibit M-3 or Exhibit M-4, Internal Revenue Service Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit M-2 on behalf of each such direct and indirect partner, or

(v) two properly completed and duly signed original copies of any other form prescribed by applicable U.S. federal income tax laws (including the Treasury Regulations) as a basis for claiming a complete exemption from, or a reduction in, U.S. federal withholding tax on any payments to such Lender under the Loan Documents.

(h) Status of Non-Foreign Lenders. Any Lender that is not a Foreign Lender shall deliver to the Loan Parties and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Loan Parties or the Administrative Agent), executed originals of Internal Revenue Service Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax.

(i) FATCA. If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Loan Parties and the Administrative Agent at the time or times prescribed by Law and at such time or times reasonably requested by the Loan Parties or the Administrative Agent such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Loan Parties or the Administrative Agent as may be necessary for the Loan Parties and the Administrative Agent to comply with their obligations under FATCA and to determine whether such Lender has complied with such Lender’s obligations under FATCA or to determine the amount, if any, to deduct and withhold from

such payment. Solely for purposes of this clause (i), “FATCA” shall include any amendments made to FATCA after the date of this Agreement.

(j) Treatment of Certain Refunds. If the Administrative Agent or any Lender determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by the applicable Loan Party or with respect to which the applicable Loan Party has paid additional amounts pursuant to this Section 3.01, it shall pay to the Loan Parties an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Loan Parties under this Section 3.01 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses (including any Taxes) of the Administrative Agent or such Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the applicable Loan Party, upon the request of the Administrative Agent or such Lender, agree to repay the amount paid over to such Loan Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender if the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (j), in no event will the Administrative Agent or any Lender be required to pay any amount to a Loan Party pursuant to this paragraph (j) the payment of which would place the Administrative Agent or the Lender in a less favorable net after-Tax position than the Administrative Agent or the Lender would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This subsection shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Loan Parties or any other Person.

3.02 Alternate Rate of Interest; Illegality.

(a) Subject to clauses (b), (c), (d), (e), and (f) of this Section 3.02, if:

(i) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) prior to the commencement of any interest period for a Term Benchmark Borrowing, that adequate and reasonable means do not exist for ascertaining the Term SOFR Rate (including because the Term SOFR Reference Rate is not available or published on a current basis), for such interest period; or

(ii) the Administrative Agent is advised by the Required Lenders that prior to the commencement of any interest Period for a Term Benchmark Borrowing, the Term SOFR Rate for such interest period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such interest period;

then the Administrative Agent or such Lenders (or Lender) shall promptly notify the Borrower (and the Administrative Agent, if applicable) thereof and, so long as such circumstances shall continue, (i) the Administrative Agent and/or such Lenders (or Lender) shall be under no obligation to make any Term Benchmark Loans, (ii) on the last day of the then-current calendar month (if such circumstances are continuing as of such date), each Term Benchmark Loan shall, unless then paid in full, automatically convert to a Base Rate Loan and (iii) when such circumstances are no longer continuing the Administrative Agent or the affected Lender (or Lenders) as applicable, shall promptly notify the Borrower (and the Administrative Agent, if applicable) thereof and on the last day of the then-current calendar month, any Loan that was converted to a Base Rate Loan pursuant to clause (ii) above shall, unless then paid in full, automatically convert to a Term Benchmark Loan.

(b) Notwithstanding anything to the contrary herein or in any other Loan Document (and any Swap Contract shall be deemed not to be a “Loan Document” for purposes of this Section 3.02), if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (a) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (b) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(c) Notwithstanding anything to the contrary herein or in any other Loan Document, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(d) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (e) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 3.02, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 3.02.

(e) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of “Interest Period” (or related concept) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” (or related concept) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Term Benchmark Borrowing of Term Benchmark Loans to be made during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted (1) any such request for a Term Benchmark Borrowing into a request for a Base Rate Borrowing. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate. Furthermore, if any Term Benchmark Loan is outstanding on the date of the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such Term Benchmark Loan, then until such time as a Benchmark Replacement is implemented pursuant to this Section 3.02, any Term Benchmark Loan shall on the last day of the interest period applicable to such Loan be converted by the Administrative Agent to, and shall constitute, a Base Rate Loan on such day.

3.03 Increased Costs.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;

(ii) subject any Lender to any Taxes (other than (A) Indemnified Taxes covered in Section 3.01, (B) taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) with respect to this Agreement, any Letter of Credit, any participation in a Letter of Credit or any Loan made by it, or on its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the applicable offshore interbank market any other condition, cost or expense affecting this Agreement or Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Term Benchmark Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any Lending Office of such Lender or such Lender's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, Letters of Credit issued by, or participations in Letters of Credit held by, such Lender, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company as specified in subsection (a) or (b) of this Section 3.03, in reasonable detail sufficient to allow the Borrower to verify such calculation, and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this Section 3.03 shall not constitute a waiver of such Lender's right to demand such compensation, provided that the Borrower shall not be required to compensate a Lender pursuant to the foregoing provisions of this Section 3.03 for any increased costs incurred or reductions suffered more than six months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the six-month period referred to above shall be extended to include the period of retroactive effect thereof).

3.04 [Reserved].

3.05 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.03, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then such Lender shall use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.03, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.03, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender is a Defaulting Lender, the Borrower may replace such Lender in accordance with Section 11.13.

3.06 Survival. All of the Borrower's obligations under this Article III shall survive termination of the Aggregate Commitments and repayment of all other Obligations hereunder.

ARTICLE IV CONDITIONS PRECEDENT TO CREDIT EXTENSIONS

4.01 Conditions of Initial Credit Extension. The obligation of each Lender to make its initial Credit Extension hereunder on the Closing Date or for the Administrative Agent to arrange for any Letters of Credit on the Closing Date is subject to the prior or substantially concurrent satisfaction or waiver pursuant to Section 11.01 of the following conditions:

(a) The Administrative Agent's receipt of the following, each in form and substance reasonably satisfactory to the Administrative Agent:

- (i) executed counterparts of this Agreement by each of the parties hereto;
- (ii) a Note executed by the Borrower in favor of each Lender requesting a Note;
- (iii) UCC financing statements in form satisfactory to the Administrative Agent for filing under the Uniform Commercial Code of all jurisdictions in which any Loan Party is organized,
- (iv) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party;
- (v) good standing or active status certificates, as applicable, of each Loan Party in its jurisdiction of organization and, to the extent reasonably requested by the Administrative Agent, bring-down good standing or active status certificates, as applicable;
- (vi) [reserved];
- (vii) a certificate signed by a Responsible Officer of the Borrower certifying that the conditions specified in Sections 4.02(a) and (b) have been satisfied;
- (viii) [reserved];
- (ix) [reserved];
- (x) any releases, terminations and such other documents as Administrative Agent may reasonably request to evidence and effectuate the termination of the Prepetition ABL Credit Facility and all commitments thereunder, the repayment in full of all Indebtedness and other amounts owing thereunder, and the cash collateralization of the Existing Letters of Credit, and the termination and release by the Prepetition ABL Agent, except as otherwise provided in the Interim Financing Order, of any interest in and to any assets and properties of each Borrower and Guarantor securing the Prepetition ABL Credit Facility, except as otherwise provided in the Interim Financing Order, duly authorized, executed (to the extent applicable) and delivered by it or each of them; and
- (xi) copies of documentation for the DIP Term Facility, which documentation shall include the DIP Term Loan Agreement and all exhibits and schedules thereto and the DIP Term Facility shall have become effective substantially concurrently with this Agreement on the Closing Date.

(b) The Administrative Agent shall have received a Borrowing Base Calculation (either by Approved Electronic Communications or in writing) prepared as of a date not earlier than November 23, 2024.

(c) [Reserved].

(d) The Lenders shall have received, to the extent requested, all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act.

(e) [Reserved].

(f) Administrative Agent shall have received evidence, in form and substance satisfactory to Administrative Agent, that Administrative Agent has a valid perfected first priority security interest in all of the ABL Priority DIP Collateral (having the priority set forth in the Interim Financing Order).

(g) The Borrower and each Guarantor shall be a debtor and a debtor-in-possession. All of the “first day orders” entered by the Bankruptcy Court on or about the time of commencement of the Chapter 11 Cases (and if any such orders shall not have been entered by the Bankruptcy Court, the form of such orders submitted to the Bankruptcy Court for approval) of the type referred to in clause (a) (other than the Final Financing Order) and (b) of the definition of “Approved Bankruptcy Court Order” shall be in form and substance satisfactory to the Administrative Agent and the Lenders in their reasonable discretion, and all other “first day orders” entered by the Bankruptcy Court on or about the time of commencement of the Chapter 11 Cases (and if any such orders shall not have been entered by the Bankruptcy Court, the form of such orders submitted to the Bankruptcy Court for approval) shall be in form and substance satisfactory to the Administrative Agent in its reasonable discretion.

(h) The Cash Management Order shall have been entered by the Bankruptcy Court, which Cash Management Order shall be in full force and effect and shall not have been (x) stayed, vacated or reversed, or (y) amended or modified except as otherwise agreed to in writing by Administrative Agent in its reasonable discretion.

(i) Not later than three (3) Business Days following the commencement of the Chapter 11 Cases (or such later date as the Administrative Agent may agree), an interim order approving the Loan Documents in form and substance satisfactory to each of the Lenders in its reasonable discretion (as the same may be amended, supplemented or modified from time to time after entry thereof in accordance with the terms hereof, the “**Interim Financing Order**”) shall have been entered by the Bankruptcy Court, which Interim Financing Order shall, among other things, (i) have been entered on such prior notice to such parties as may be satisfactory to the Lenders in their reasonable discretion, (ii) authorize the extensions of credit in respect of the DIP Facilities, each in the amounts and on the terms set forth herein, (iii) grant the DIP Superpriority Claims status and other Collateral and Liens referred to herein and in the other Loan Documents, (iv) approve the payment by the Borrower of the fees provided for herein and under the Fee Letter, (v) approve the repayment in full of the Prepetition ABL Credit Agreement from the proceeds of the DIP Facilities and, upon the indefeasible repayment of the Prepetition ABL Debt, the release of all Liens securing the Prepetition ABL Debt and (vi) not have been (A) stayed, vacated or reversed, or (B) amended or modified except as otherwise agreed to in writing by the Required Lenders in their reasonable discretion. The Administrative Agent shall have received a signed copy of the Interim Financing Order.

(j) No trustee or examiner (other than a fee examiner) having expanded powers (beyond those set forth under Sections 1106(a)(3) and (4) of the Bankruptcy Code) under Bankruptcy Code section 1104 (other than a fee examiner) shall have been appointed or elected, or the Borrower or any Guarantor shall have applied for, consented to, or acquiesced in, any such appointment, with respect to the Borrower and the Guarantors, any of their Chapter 11 Debtor subsidiaries or their respective properties.

(k) There shall exist no unstayed action, suit, investigation, litigation or proceeding pending or (to the knowledge of the Borrower and the Guarantors) threatened in any court or before any arbitrator or governmental instrumentality (other than the Chapter 11 Cases, the events and circumstances leading thereto, and the consequences that would normally result from the commencement and continuation of the Chapter 11 Cases) that would reasonably be expected to have a Material Adverse Effect;

(l) An Acceptable Plan of Reorganization shall have been filed in the Chapter 11 Cases with the Bankruptcy Court.

(m) [Reserved].

(n) [Reserved].

(o) Excess Availability. After giving effect to the Credit Extensions to be made on the Closing Date, and the consummation of all transactions contemplated hereby to occur on the Closing Date (including, for the avoidance of doubt, the borrowing of DIP Term Loans on the Closing Date), both (i) Excess Availability shall be no less than \$20,000,000 and (ii) the sum of Excess Availability and the Loan Parties' cash on hand (including, without limitation, all cash on deposit in the DIP Proceeds Account (as defined in the Interim Financing Order), the Carve Out Reserve Account and the operating accounts of the Loan Parties, but excluding any Letter of Credit Cash Collateral (as defined in the Interim Financing Order)) shall be no less than \$45,000,000.

Without limiting the generality of the provisions of Section 9.07, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

4.02 Conditions to All Credit Extensions. The obligation of each Lender to honor any Request for Credit Extension (including on the Closing Date) is subject to the following conditions precedent:

(a) The representations and warranties of the Borrower and each other Loan Party contained in this Agreement and the other Loan Documents shall be true and correct in all material respects on and as of the date of such Credit Extension, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date; provided that, in each case, any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on and as of the date of such Credit Extension or on such earlier date, as the case may be.

(b) No Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds thereof.

(c) The Administrative Agent and, if applicable, each L/C Issuer or the Swing Line Lender shall have received a Request for Credit Extension in accordance with the requirements hereof.

(d) Solely with respect to the making of Loans or issuance of Letters of Credit occurring on or after the date that is 45 days after the entry of the Interim Financing Order (or such later date as the Administrative Agent may approve in writing in its reasonable discretion, a final order approving the Loan Documents in form and substance satisfactory to Required Lenders in their reasonable discretion (as the same may be amended, supplemented or modified from time to time after entry thereof in accordance with the terms hereof, the "**Final Financing Order**") (it being understood and agreed that an order entered by the Bankruptcy Court substantially in the form of the Interim Financing Order, with only such modifications as are required to reflect the interim relief being approved on a final basis and otherwise satisfactory in form and substance to the Required Lenders in their reasonable discretion shall, if entered by the Bankruptcy Court, be deemed acceptable to the Administrative Agent), (i) shall have been entered by the Bankruptcy Court and shall be in full force and effect and (ii) shall not have been (A) vacated,

reversed, or stayed, or (B) amended or modified in a manner adverse to the Administrative Agent or Lenders, except as otherwise agreed to in writing by the Required Lenders in their reasonable discretion.

(e) The Interim Financing Order or, after entry thereof, the Final Financing Order, shall be in full force and effect and shall not have been vacated, reversed or stayed in any respect or, except as permitted by the Loan Documents, modified or amended in any manner in a manner adverse to the Administrative Agent or Lenders.

(f) The Cash Management Order shall be in full force and effect and shall not have been vacated, reversed or stayed in any respect or, except as permitted by the Loan Documents, modified or amended in any manner.

(g) The making of such Loan or the issuance of such Letter of Credit shall not result in the principal amount of the Committed Loans, Swing Line Loans and Letter of Credit Obligations outstanding with respect to the Borrower exceeding the amount authorized by the Interim Financing Order or the Final Financing Order, as applicable.

(h) The Transaction Support Agreement shall be in full force and effect, and (i) no breach, default or event of default shall have occurred or be continuing thereunder (after giving effect to all relevant grace and/or cure periods) except to the extent waived or cured in accordance with the terms thereof and (ii) the Transaction Support Agreement shall not have been amended, restated, supplemented or otherwise modified in a manner adverse to the Credit Parties, unless the Administrative Agent has previously consented to any such amendment, restatement, supplement or other modification.

Each Request for Credit Extension submitted by the Borrower shall be deemed to be a representation and warranty that the conditions specified in Section 4.02(b), and solely with respect to a Credit Extension on the Closing Date, Section 4.02(a) have been satisfied on and as of the date of the applicable Credit Extension.

ARTICLE V REPRESENTATIONS AND WARRANTIES

Each of the Loan Parties represents and warrants to the Administrative Agent and the Lenders that:

5.01 Existence, Qualification and Power. Each Loan Party and each of its Restricted Subsidiaries (a) is duly organized or formed, validly existing and, as applicable, in good standing or of active status under the Laws of the jurisdiction of its incorporation or organization, (b) subject to the entry of the Financing Orders and any restrictions arising on account of such Loan Party's status as a "debtor" under the Bankruptcy Code, has all requisite power and authority and all requisite governmental licenses, permits, authorizations, consents and approvals to (i) own or lease its assets and carry on its business as currently conducted or proposed to be conducted, and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party, and (c) is duly qualified and is licensed and, as applicable, in good standing or of active status under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clause (b)(i) or (c), to the extent that failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Schedule 5.01 annexed hereto sets forth, as of the Closing Date, each Loan Party's name as it appears in official filings in its state of incorporation or organization, its state of incorporation or organization, organization type, organization number, if any, issued by its state of incorporation or organization and its Federal employer identification number.

5.02 Authorization; No Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is or is to be a party have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of any of such Person's Organization Documents; (b) subject to the entry of the Financing Orders, conflict with or result in any breach or contravention of, or the creation of (or the requirement to create) any Lien under, or require any payment to be made under (i) any Contractual Obligation or Material Indebtedness to which such Person is a party or affecting such Person or the properties of such Person or any of the Restricted Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (c) subject to the entry of the Financing Orders, violate any applicable Law, except in the case of clause (b) or (c), to the extent that such conflict, breach, contravention or violation could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.03 Governmental Authorization; Other Consents. Subject to the entry of the Financing Orders, no approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document or the Term Loan Documents, except for (a) filings necessary to perfect the Liens on the Collateral granted by the Loan Parties pursuant to the Collateral Documents, (b) the approvals, consents, exemptions, authorizations, actions, notices and filings that have been duly obtained, taken, given or made and are in full force and effect and (c) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make would not reasonable be expected to have, individually or in the aggregate, a Material Adverse Effect.

5.04 Binding Effect. This Agreement and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by each Loan Party that is party thereto. Upon entry by the Bankruptcy Court of the Financing Orders, this Agreement and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

5.05 Financial Statements; No Material Adverse Effect.

(a) [Reserved].

(b) Since the Petition Date, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

(c) The Consolidated forecasted balance sheet, statements of income and cash flows of Holdings and its Subsidiaries delivered pursuant to Section 4.01 or Section 6.01, when taken as a whole, were prepared in good faith on the basis of the assumptions stated therein, which assumptions were reasonable in light of the conditions existing at the time of delivery of such forecasts, and represented, at the time of delivery, a reasonable estimate of the Borrower's and its Subsidiaries future financial condition and performance (it being understood that (i) no forecasts are to be viewed as facts, (ii) any forecasts are subject to significant uncertainties and contingencies, (iii) no assurance can be given that any particular forecasts will be realized and (iv) actual results may differ and such differences may be material).

5.06 Litigation. Except for the Chapter 11 Cases, there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Loan Parties threatened (in writing) at law, in equity, in arbitration or before any Governmental Authority, by or against Holdings or any of its Restricted

Subsidiaries or against any of their properties or revenues that (a) purport to affect or pertain to this Agreement or any other Loan Document, or (b) would reasonably be expected to have a Material Adverse Effect.

5.07 [Reserved].

5.08 Ownership of Property; Liens; Investments.

(a) Subject to the entry of the Financing Orders, each Loan Party and each of the Restricted Subsidiaries has good record, marketable and insurable title in fee simple to all owned Real Estate necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each Loan Party and each of the Restricted Subsidiaries has good record and marketable title to, or valid leasehold interests in, all personal property necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Subject to the entry of the Financing Orders, the properties and assets of each Loan Party and each of the Restricted Subsidiaries are subject to no Liens, other than (i) with respect to Mortgaged Property, Permitted Encumbrances and (ii) with respect to all other properties and assets, Permitted Liens.

(c) Schedule 5.08(c) sets forth a complete and accurate list as of the Closing Date of all Real Estate owned by each Loan Party and each of the Restricted Subsidiaries showing the street address, county or other relevant jurisdiction, state, record owner and book and estimated fair value thereof.

(d) (i) Schedule 5.08(d)(i) sets forth a complete and accurate list of all Leases under which any Loan Party is the lessee as of the Closing Date showing the street address, county or other relevant jurisdiction, state, lessor, lessee and expiration date.

(ii) Schedule 5.08(d)(ii) sets forth a complete and accurate list of all leases of Real Estate under which any Loan Party is the lessor as of the Closing Date showing the street address, county or other relevant jurisdiction, state, lessor, lessee, expiration date and annual rental cost thereof.

(e) Schedule 5.08(e) sets forth a complete and accurate list of all Investments held by any Loan Party or any Restricted Subsidiary of a Loan Party on the date hereof, showing as of the date hereof the amount, obligor or issuer and maturity, if any, thereof.

5.09 Environmental Matters.

(a) Neither any Loan Party nor any Restricted Subsidiary (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any Environmental Permit, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability, except, in each case, as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Except as would not reasonably be expected to result in a Material Adverse Effect, (i) none of the properties currently or, to the knowledge of the Loan Parties, formerly owned, leased, or operated by any Loan Party or any Restricted Subsidiary is listed or, to the knowledge of the Loan Parties, proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state or local list or is adjacent

to any such property; (ii) none of the properties to which any Loan Party or any Restricted Subsidiary has, directly or indirectly, transported or arranged for the transportation of any Hazardous Materials, is listed or, to the knowledge of the Loan Parties, proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state or local list; (iii) there are no and, to the knowledge of the Loan Parties, never have been any underground or above-ground storage tanks or any surface impoundments, septic tanks, pits, sumps or lagoons in which Hazardous Materials are being or have been treated, stored or disposed on any property currently owned, leased, or operated by any Loan Party or any Restricted Subsidiary or, to the knowledge of the Loan Parties, on any property formerly owned, leased, or operated by any Loan Party or any Restricted Subsidiary; (iv) there is no asbestos or asbestos-containing material on any property currently owned or operated by any Loan Party or any Restricted Subsidiary; and (v) Hazardous Materials have not been Released, discharged, or disposed of on any property currently or, to the knowledge of the Loan Parties, formerly owned, leased, or operated by any Loan Party or any Restricted Subsidiary.

(c) (i) Neither any Loan Party nor any Restricted Subsidiary is undertaking, and has not completed, either individually or together with other potentially responsible parties, any investigation or assessment or remedial or response action relating to any actual or threatened Release, discharge or disposal of Hazardous Materials at any site, location or operation, either voluntarily or pursuant to the order of any Governmental Authority or the requirements of any Environmental Law, except as would not reasonably be expected to result in a Material Adverse Effect; and (ii) all Hazardous Materials generated, used, treated, handled, stored, or transported by, or on behalf of, any Loan Party or any Restricted Subsidiary have been disposed of in a manner which would not reasonably expected to result in a Material Adverse Effect.

5.10 Insurance. Schedule 5.10 sets forth a description of all insurance maintained by or on behalf of the Loan Parties as of the Closing Date. As of the Closing Date, each insurance policy listed on Schedule 5.10 is in full force and effect and all premiums in respect thereof that are due and payable have been paid.

5.11 Taxes. The Loan Parties and their Restricted Subsidiaries have filed all material Tax returns and reports required to be filed, and have paid all Taxes levied or imposed upon them or their properties, income or assets otherwise due and payable and have satisfied all of their Tax withholding obligations, except (a) Taxes which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP and which contest effectively suspends the collection of the contested obligation and the enforcement of any Lien securing such obligation and (b) any Tax return, report or Taxes, the failure to file or to pay, as the case may be, would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect. There is no proposed Tax deficiency or assessment known to any Loan Party against the Loan Party or any Subsidiary that would, if made, individually or in the aggregate, have a Material Adverse Effect. Except as could not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, each Loan Party and each of its Subsidiaries has made adequate provisions in accordance with GAAP for all Taxes not yet due and payable.

5.12 ERISA Compliance.

(a) Except as could not reasonably be expected to result in a Material Adverse Effect, (i) each Plan is in compliance with its terms and the applicable provisions of ERISA and the Code, (ii) each Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto and, to the knowledge of the Borrower, nothing has occurred which could reasonably be expected to prevent, or cause the loss of, such qualification, and (iii) Holdings, the Borrower and each ERISA Affiliate have made all required contributions to each Pension Plan, and no application for a funding waiver

or an extension of any amortization period pursuant to Section 412 of the Code has been made with respect to any Pension Plan.

(b) There are no pending or, to the knowledge of the Loan Parties, threatened claims (other than claims for benefits in the normal course), actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There has been no nonexempt “prohibited transaction” (as defined in Section 406 of ERISA and Section 4975 of the Code) or violation of the fiduciary responsibility rules by Holdings or the Borrower with respect to any Plan that, individually or in the aggregate, has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) Except as could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect: (i) no ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has any Unfunded Pension Liability as of the most recent valuation date for such Pension Plan; (iii) none of Holdings, the Borrower or any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iv) none of Holdings, the Borrower or any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (v) none of Holdings, the Borrower or any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA.

(d) Except as would not reasonably be expected to result in a Material Adverse Effect: (i) each Foreign Plan has been maintained in compliance with its terms and with the requirements of any and all applicable laws, statutes, rules, regulations and orders and has been maintained, where required, in good standing with applicable regulatory authorities, (ii) none of Holdings, the Borrower or any Restricted Subsidiary have incurred any obligation in connection with the termination of or withdrawal from any Foreign Plan, and (iii) the present value of the accrued benefit liabilities (whether or not vested) under each Foreign Plan which is funded, determined as of the end of the most recently ended Fiscal Year of Holdings, the Borrower or any Restricted Subsidiary (based on the actuarial assumptions used for purposes of the applicable jurisdiction's financial reporting requirements), did not exceed the current value of the assets of such Foreign Plan (and for each Foreign Plan which is not funded, the obligations of such Foreign Plan are properly accrued).

5.13 Subsidiaries; Equity Interests; Loan Parties. As of the Closing Date, no Loan Party has any Subsidiaries other than those specifically disclosed in Part (a) of Schedule 5.13, and all of the outstanding Equity Interests in such Subsidiaries have been validly issued, are fully paid and non-assessable and are owned by a Loan Party in the amounts specified on Part (a) of Schedule 5.13. As of the Closing Date no Loan Party has any equity investments in any other corporation or entity other than those specifically disclosed in Part (b) of Schedule 5.13.

5.14 Margin Regulations; Investment Company Act.

(a) None of the proceeds of the Loans shall be used in any manner that would result in a violation of Regulations T, U or X of the FRB.

(b) None of the Loan Parties or any Restricted Subsidiary is or is required to be registered as an “investment company” under the Investment Company Act of 1940.

5.15 Disclosure.

(a) No written report, financial statement, certificate or other information furnished by or on behalf of the Loan Parties to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (in each case as modified or supplemented by other information so furnished), taken as a whole, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading; provided that, with respect to (i) projected financial information, the Loan Parties represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time and (ii) such information shall not include information of a general economic or general industry nature.

(b) As of the Closing Date, to the best knowledge of the Borrower, the information included in the most recent Beneficial Ownership Certification provided on or prior to the Closing Date to any Lender in connection with this Agreement is true and correct in all respects.

5.16 Compliance with Laws. Each Loan Party and each Restricted Subsidiary thereof is in compliance in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

5.17 Intellectual Property; Licenses, Etc. Each Loan Party and each of its Restricted Subsidiaries own, or possess the right to use, all of the Intellectual Property that are reasonably necessary for the operation of their respective businesses, except as would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect, and Schedule 5.17 (as supplemented by any writing delivered pursuant to Section 6.02(g)) sets forth a complete and accurate list of all such Intellectual Property owned by each Loan Party and each of its Restricted Subsidiaries which are registered with the United States Patent and Trademark Office and United States Copyright Office. To the knowledge of the Borrower, no slogan or other advertising or other material or patent, trademark or copyright now employed by any Loan Party or any of its Restricted Subsidiaries infringes upon any Intellectual Property right held by any other Person, except to the extent that any such infringement could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 5.17, no claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Loan Parties, threatened, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.18 [Reserved].

5.19 Casualty, Etc. Neither the businesses nor the properties of any Loan Party or any of the Restricted Subsidiaries are affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or of the public enemy or other casualty (whether or not covered by insurance) that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.20 Labor Matters. There are no strikes, lockouts, slowdowns or other material labor disputes against any Loan Party pending or, to the knowledge of any Loan Party, threatened that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. To the knowledge of the Borrower and Holdings, (a) the hours worked by and payments made to employees of the Loan Parties comply in all material respects with the Fair Labor Standards Act and any other applicable Federal, state, local or foreign Law dealing with such matters, (b) no Loan Party has incurred any material liability or

obligation under the Worker Adjustment and Retraining Act or similar state Law and (c) all payments due from any Loan Party, or for which any claim may be made against any Loan Party, on account of wages and employee health and welfare insurance and other benefits, have been paid or properly accrued in all material respects in accordance with GAAP as a liability on the books of such Loan Party. There are no representation proceedings pending or, to any Loan Party's knowledge, threatened to be filed with the National Labor Relations Board, and no labor organization or group of employees of any Loan Party has made a pending demand for recognition except those that could not reasonably be expected to have a Material Adverse Effect. There are no complaints, unfair labor practice charges, grievances, arbitrations, unfair employment practices charges or any other claims or complaints against any Loan Party pending or, to the knowledge of any Loan Party, threatened to be filed with any Governmental Authority or arbitrator based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment of any employee of any Loan Party except those that could not reasonably be expected to have a Material Adverse Effect.

5.21 Collateral Documents. Subject to the entry of the Financing Orders, the provisions of the Collateral Documents are effective to create in favor of the Collateral Agent for the benefit of the Credit Parties a legal, valid and enforceable fully-perfected First Priority Lien or Second Priority Lien, as applicable (subject to Permitted Liens), on all right, title and interest of the respective Loan Parties in the Collateral described therein.

5.22 USA PATRIOT Act. To the extent applicable, each of Holdings and its Restricted Subsidiaries is in compliance, in all material respects, with (a) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto and (b) the USA PATRIOT Act. No part of the proceeds of the Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

5.23 Anti-Corruption Laws and Sanctions. Each Loan Party has implemented and maintains in effect policies and procedures designed to ensure compliance by such Loan Party, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and such Loan Party, its Subsidiaries and their respective officers and employees and, to the knowledge of such Loan Party, its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) any Loan Party, any Subsidiary or any of their respective directors, officers or employees, or (b) to the knowledge of any such Loan Party or Subsidiary, any agent of such Loan Party or any Subsidiary that will act in any capacity in connection with or benefit from the ABL DIP Facility established hereby, is a Sanctioned Person. No Borrowing or Letter of Credit, use of proceeds, or transaction contemplated by this Agreement or the other Loan Documents will violate Anti-Corruption Laws or applicable Sanctions.

5.24 Affected Financial Institutions. No Loan Party is an Affected Financial Institution.

5.25 Plan Assets. No Loan Party or any of its Subsidiaries is an entity deemed to hold "plan assets" (within the meaning of the Plan Asset Regulations).

**ARTICLE VI
AFFIRMATIVE COVENANTS**

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement), the Borrower shall, and shall (except in the cases of the covenants set forth in Sections 6.01, 6.02 and 6.03) cause each Restricted Subsidiary to:

6.01 Financial Statements and Other Information. Deliver to the Administrative Agent, in form and detail reasonably acceptable to the Administrative Agent:

(a) as soon as available, but in any event within 105 days after the end of each Fiscal Year of Holdings, a Consolidated balance sheet of Holdings and its Subsidiaries as at the end of such Fiscal Year, and the related Consolidated statements of income or operations, shareholders' equity (if available) and cash flows for such Fiscal Year setting forth in each case in comparative form the figures for the previous Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, audited and accompanied by a report and opinion of Ernst & Young LLP or another Registered Public Accounting Firm of nationally recognized standing reasonably satisfactory to the Administrative Agent, which report and opinion shall be prepared in accordance with generally accepted auditing standards;

(b) as soon as available, but in any event within 50 days after the end of each of the first three Fiscal Quarters of each Fiscal Year of Holdings (commencing with the Fiscal Quarter ending December 28, 2024) a Consolidated balance sheet of Holdings and its Subsidiaries as at the end of such Fiscal Quarter, and the related Consolidated statements of income or operations and cash flows for such Fiscal Quarter and for the portion of Holdings' Fiscal Year then ended, setting forth in each case in comparative form the figures for the corresponding Fiscal Quarter of the previous Fiscal Year and the corresponding portion of the previous Fiscal Year and to the figures as set forth in the projections delivered pursuant to Section 6.01(d), all in reasonable detail, certified by a Responsible Officer on behalf of Holdings as fairly presenting in all material respects the financial condition, results of operations, shareholders' equity and cash flows of Holdings and its Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments, including, but not limited to, purchase accounting adjustments, and the absence of footnotes;

(c) as soon as available, but in any event within 40 days after the end of each of the Fiscal Months of each Fiscal Year of Holdings (commencing with the Fiscal Month ending in February 2025) (and except with respect to (i) the last Fiscal Month of each Fiscal Quarter of Holdings, with respect to which the applicable period for delivery shall be 50 days rather than 40 days, and (ii) the last Fiscal Month of each Fiscal Year of Holdings, with respect to which the applicable period for delivery shall be 105 days rather than 40 days, and (iii) the first Fiscal Month of each Fiscal Year of Holdings, with respect to which the applicable period for delivery shall be 70 days rather than 40 days), a Consolidated balance sheet of Holdings and its Subsidiaries as of the end of such Fiscal Month, and the related Consolidated statements of income or operations and cash flows for such Fiscal Month and for the portion of Holdings' Fiscal Year then ended, setting forth in each case in comparative form for the corresponding month of the previous Fiscal Year and the corresponding portion of the previous Fiscal Year, and to the figures as set forth in the projections delivered pursuant to Section 6.01(d), all in reasonable detail and duly certified by a Responsible Officer on behalf of Holdings as fairly presenting in all material respects the financial condition, results of operations, shareholders' equity, and cash flows of Holdings and its Subsidiaries in accordance with GAAP, subject only to normal year-end and quarterly adjustments and the absence of footnotes;

(d) as soon as available, but in any event no later than 60 days after the end of each Fiscal Year of Holdings (commencing with the Fiscal Year ending March 29, 2025), an annual budget of Holdings and its Subsidiaries on a Consolidated basis for the immediately following Fiscal Year, prepared by management of the Loan Parties for its internal use consistent with the annual budget and related financial statements delivered by the Borrower under the Existing Credit Agreement or as otherwise reasonably acceptable to the Administrative Agent; and

(e) simultaneously with the delivery of each set of financial statements referred to in (i) Section 6.01(a), Section 6.01(b) and Section 6.01(c) above, the related consolidating financial statements reflecting the adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries and variable interest entities (if any) from such financial statements and (ii) Section 6.01(a) and Section 6.01(b) above, a management narrative report providing reasonable detail on the financial results of Holdings for the period covered by such financial statements compared to the corresponding prior year period and the key factors (as determined in good faith by the Borrower) causing such changes.

6.02 Certificates; Other Information. Deliver to the Administrative Agent, in form and detail reasonably satisfactory to the Administrative Agent:

(a) concurrently with the delivery of the financial statements referred to in Sections 6.01(a) and (b), (i) a duly completed Compliance Certificate signed by a Responsible Officer of Holdings, as of the most recent Fiscal Quarter end for which financial statements are available or were required to be delivered under Section 6.01(a) or Section 6.01(b), and (ii) notice of any change in the location of any office in which a Loan Party maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility);

(b) concurrently with the delivery of the financial statements referred to in Section 6.01(c), a duly completed Compliance Certificate signed by a Responsible Officer of Holdings, as of the most recent Fiscal Quarter end for which financial statements are available or were required to be delivered under Section 6.01(c).

(c) the Borrowing Base Calculation information and items described on Schedule 6.02(c) hereto by the respective dates set forth therein. All information provided by the Borrower to the Administrative Agent in each Borrowing Base Calculation (i) shall be certified (through ABLSoft) to be true and correct in all respects and based on information contained in the Borrower's financial records, (ii) shall be in accordance with the representations, warranties, agreements and covenants for such information in this Agreement as to the determination of the Borrowing Base and (iii) may be utilized for the determination and calculation of the Borrowing Base;

(d) promptly after the same are publicly available, copies of all annual, regular, periodic and special reports and registration statements which Holdings or the Borrower may file or be required to file with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934, or with any national securities exchange, and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(e) not later than seven (7) Business Days after receipt thereof by any Loan Party or any Restricted Subsidiary thereof, copies of all notices, requests and other documents (including amendments, waivers and other modifications) so received under or pursuant to any Term Loan Document or instrument, indenture, loan or credit or similar agreement regarding or related to any breach or default by any party thereto or any other event that, in each case, could have a Material Adverse Effect;

(f) promptly after any Loan Party has knowledge thereof, written notice of (i) any action or proceeding relating to any Environmental Law pending or threatened against any Loan Party or any of its Subsidiaries, (ii) any noncompliance with any Environmental Law by any Loan Party or any of its Subsidiaries, (iii) the existence of any Environmental Liability, or (iv) the existence of any Release of Hazardous Materials at any property currently or formerly owned, leased or operated by any Loan Party or any of its Subsidiaries, which action, proceeding, non-compliance, Environmental Liability or Release could (x) reasonably be expected to have a Material Adverse Effect, or (y) cause any property described in the Mortgages to be subject to any material restrictions on ownership, occupancy, use or transferability under any Environmental Law;

(g) as soon as available, but in any event within thirty (30) days after the end of each Fiscal Year of the Borrower, to the extent that it would reflect information not previously delivered to the Administrative Agent, (i) a report supplementing Schedules 5.08(c), 5.08(d) and 5.08(d)(ii), including an identification of all owned real property disposed of by any Loan Party or any Subsidiary thereof and all leased real property disposed of by any Loan Party or any Domestic Subsidiary during such Fiscal Year, a list and description (including the street address, county or other relevant jurisdiction, state, record owner, book value thereof and, in the case of leases of property, lessor, lessee, expiration date and annual rental cost thereof) of all Real Estate acquired or leased during such Fiscal Year and a description of such other changes in the information included in such Schedules as may be necessary for such Schedules to be accurate and complete and (ii) a report supplementing Schedules 5.08(e), 5.13 and 5.17 containing a description of all changes in the information included in such Schedules as may be necessary for such Schedules to be accurate and complete, each such report to be signed by a Responsible Officer of Holdings and to be in a form reasonably satisfactory to the Administrative Agent;

(h) at least five (5) Business Days prior written notice (or such shorter period as to which the Administrative Agent in its sole discretion agrees) of any change in: (i) any Loan Party's name (ii) any Loan Party's organizational structure or jurisdiction of incorporation or formation; or (iii) any Loan Party's Federal Taxpayer Identification Number or organizational identification number assigned to it by its state of organization;

(i) promptly after the request by the Administrative Agent or any Lender, all documentation and other information that the Administrative Agent or such Lender reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act and the Beneficial Ownership Regulation;

(j) upon request by the Administrative Agent, copies of: (i) each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) filed by any ERISA Affiliate with the Internal Revenue Service with respect to each Pension Plan; (ii) the most recent actuarial valuation report for each Pension Plan; and (iii) all notices received by any ERISA Affiliate from a Multiemployer Plan sponsor or any governmental agency concerning an ERISA Event;

(k) promptly, all such financial and other information as the Administrative Agent shall reasonably request relating to (i) the Collateral, (ii) the assets and business and operations of the Borrowers, Guarantors and their respective Subsidiaries, (iii) the Chapter 11 Cases and (iv) the compliance with any Term Loan Document;

(l) (i) as soon as practicable (and, in any event, at least two (2) Business Days to the extent practicable or such shorter period as agreed by the Administrative Agent in its sole discretion) in advance of filing with the Bankruptcy Court) or to the U.S. Trustee, as the case may be, the Borrower and the Guarantors shall deliver to the Administrative Agent the proposed Final Financing Order and all other

proposed orders and pleadings related to any of the DIP Facilities, any other financing or any use of cash collateral, any sale or other disposition of Collateral outside the ordinary course, having a value in excess of \$1,000,000, cash management, adequate protection, any plan of reorganization and/or any disclosure statement related thereto and (ii) substantially simultaneously with the filing with the Bankruptcy Court or delivering to any official committee appointed in any of the Chapter 11 Cases (or the professionals to any such committee) or the U.S. Trustee, as the case may be, the Borrower and the Guarantors shall deliver to the Administrative Agent all other notices, filings, motions, pleadings or other information concerning the financial condition of the Borrower and the Guarantors or other Indebtedness of the Borrower and the Guarantors or, to the extent not required to be delivered pursuant to subclause (i) above, any request for relief under section 363, 365, 1113 or 1114 of the Bankruptcy Code or section 9019 of the Federal Rules of Bankruptcy Procedure that may be filed with the Bankruptcy Court or delivered to any official committee appointed in any of the Chapter 11 Cases (or the professional to any such committee); and

(m) promptly (and no later than one (1) Business Day) following delivery to the DIP Term Loan Agent or the lenders under the DIP Term Loan Agreement, copies of any material report or other information required to be delivered thereto pursuant to the terms of the DIP Term Loan Agreement to the extent such report or information is not otherwise required to be delivered to the Agents or Lenders hereunder.

Documents required to be delivered pursuant to Section 6.01(a) or (b) or Section 6.02(c) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered by Approved Electronic Communications and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet at the website address listed on Schedule 11.02; or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that: (A) upon request, the Borrower shall deliver paper copies of such documents to the Administrative Agent, and (B) the Borrower shall notify the Administrative Agent (by Approved Electronic Communications) of the posting of any such documents and provide such documents to the Administrative Agent by Approved Electronic Communications. The Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrower hereby acknowledges that (1) the Administrative Agent and/or the Arranger will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "**Borrower Materials**") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "**Platform**") and (2) certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material nonpublic information with respect to the Borrower or its securities) (each, a "**Public Lender**"). The Borrower hereby agrees that at any time that the Borrower is the issuer of any outstanding debt or equity securities that are registered or issued pursuant to a private offering or is actively contemplating issuing any such securities it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (w) all such Borrower Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, the Arranger and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth

in Section 11.07); (y) all Borrower Materials marked “PUBLIC” are permitted to be made available through a portion of the Platform designated “Public Investor”; and (z) the Administrative Agent and the Arranger shall be entitled to treat any Borrower Materials that are not marked “PUBLIC” as being suitable only for posting on a portion of the Platform not designated “Public Investor.”

6.03 Notices. Promptly, after knowledge thereof by a Responsible Officer, notify the Administrative Agent:

- (a) of the occurrence of any Default;
- (b) of any matter that has resulted or would reasonably be expected to result in a Material Adverse Effect, including as a result of (i) breach or non-performance of, or any default under, a Contractual Obligation of any Loan Party or any Restricted Subsidiary thereof; (ii) any dispute, litigation, investigation, proceeding or suspension between any Loan Party or any Subsidiary thereof and any Governmental Authority; or (iii) the commencement of, or any material development in, any litigation or proceeding affecting any Loan Party or any Restricted Subsidiary thereof, including pursuant to any applicable Environmental Laws;
- (c) of the occurrence of any ERISA Event that would reasonably be expected to result in a Material Adverse Effect;
- (d) of any material change in accounting policies or financial reporting practices by any Loan Party or any Restricted Subsidiary thereof;
- (e) of (i) any casualty or other insured damage to any portion of the Collateral or (ii) the commencement of any action or proceeding for the taking of any interest in a portion of the Collateral under power of eminent domain or (iii) any condemnation or similar proceeding or if any portion of the Collateral is damaged or destroyed; provided, however, that with respect to each of clauses (i), (ii) and (iii), the amount of Collateral affected thereby shall have an aggregate fair market value in excess of (A) \$15.0 million, in the case of Term Priority Collateral or (B) \$10.0 million, in the case of ABL Priority DIP Collateral;
- (f) of any change in Holdings’ or the Borrower’s chief executive officer or chief financial officer;
- (g) any termination, withdrawal or resignation of Holdings’ or the Borrower’s Registered Public Accounting Firm; and
- (h) any change in the information provided in the Beneficial Ownership Certification most recently delivered to such Lender that would result in a change to the list of beneficial owners identified in such certification.

Each notice pursuant to Section 6.03(a) shall be made by Approved Electronic Communications accompanied by a statement of a Responsible Officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto.

6.04 Payment of Obligations. Pay and discharge as the same shall become due and payable (a) all Taxes upon it or its properties or assets in all respects, unless the same are being contested in good faith by appropriate proceedings diligently conducted, adequate reserves in accordance with GAAP are being maintained by such Loan Party or such Restricted Subsidiary and such contest effectively suspends the collection of the contested obligation and the enforcement of any Lien securing such obligation; except

for Taxes that could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect; and (b) all material lawful claims which, if unpaid, would by law become a Lien upon its property (except as set forth in clause (a) above).

6.05 Preservation of Existence, Etc (a) Subject to necessary Bankruptcy Court approval, preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization, except for (i) transactions permitted by Section 7.04 or 7.05 and (ii) with respect to the maintenance of good standing status of any Loan Party, it will not be a breach of clause (a) of this Section 6.05 unless the failure to maintain good standing of such Loan Party could reasonably be expected to have a Material Adverse Effect; (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation or non-renewal of which could reasonably be expected to have a Material Adverse Effect.

6.06 Maintenance of Properties. Except pursuant to any necessary Bankruptcy Court approval (a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear, casualty or condemnation excepted; and (b) make all necessary repairs thereto and renewals and replacements thereof except, in each case, where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

6.07 Maintenance of Insurance.

(a) Maintain with financially sound and reputable insurance companies not Affiliates of the Loan Parties, insurance with respect to its properties and business against loss or damage (i) of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons or (ii) substantially similar to insurance maintained by the Borrower and its Restricted Subsidiaries on the Closing Date, in each case, subject to such changes as the Borrower may reasonably deem appropriate in its business judgment with respect to deductibles, self-insured amounts, coverage exclusions and maximum covered losses (provided that none of such policies shall include a co-insurance clause).

(b) [Reserved].

(c) Fire and extended coverage policies maintained with respect to any Collateral shall be endorsed or otherwise amended to include (i) a mortgage clause (regarding improvements to Real Estate) and lenders' loss payable clause (regarding personal property), in form and substance satisfactory to the Collateral Agent, which endorsements or amendments shall provide that the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, and (ii) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Credit Parties. Commercial general liability policies shall be endorsed to name the Collateral Agent as an additional insured. Business interruption policies with respect to Holdings and the Domestic Subsidiaries shall name the Collateral Agent as a loss payee and shall be endorsed or amended to include (A) a provision that, from and after the Closing Date, the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, and (B) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Credit Parties. The Borrower shall deliver to the Collateral Agent, prior to the cancellation, modification adverse to the Lenders, or non-renewal of any such policy of insurance, a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Collateral Agent, including an insurance binder) together with evidence satisfactory to the Collateral Agent of payment of the premium therefor.

(d) In the event that any part of the Collateral (other than, as long as the DIP Term Facility or the Prepetition Term Facility is outstanding, Term Priority Collateral) is damaged by fire or other casualty and the insurance proceeds for such damage are greater than \$10.0 million in any Fiscal Year such proceeds, in their entirety, shall be delivered to the Administrative Agent and the Administrative Agent shall promptly apply such proceeds to reduce the Borrower's outstanding Credit Extensions in accordance with Sections 2.05(e) or 8.03, as applicable. In the event any part of the Collateral (other than, as long as the DIP Term Facility or the Prepetition Term Facility is outstanding, Term Priority Collateral) is damaged by fire or other casualty and the insurance proceeds for such damage are less than \$10.0 million in any Fiscal Year, such proceeds, in their entirety, shall be delivered to the Borrower.

(e) None of the Credit Parties, or their agents or employees shall be liable for any loss or damage insured by the insurance policies required to be maintained under this Section 6.07. Each Loan Party shall look solely to its insurance companies or any other parties other than the Credit Parties for the recovery of such loss or damage and such insurance companies shall have no rights of subrogation against any Credit Party or its agents or employees. If, however, the insurance policies do not provide waiver of subrogation rights against such parties, as required above, then the Loan Parties hereby agree, to the extent permitted by law, to waive their right of recovery, if any, against the Credit Parties and their agents and employees. The designation of any form, type or amount of insurance coverage by any Credit Party under this Section 6.07 shall in no event be deemed a representation, warranty or advice by such Credit Party that such insurance is adequate for the purposes of the business of the Loan Parties or the protection of their properties.

6.08 Compliance with Laws. Subject to the Financing Orders, comply in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted and with respect to which adequate reserves have been set aside and maintained by the Loan Parties in accordance with GAAP; or (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

6.09 Books and Records. Maintain proper books of record and account, in which entries in conformity in all material respects with GAAP under U.S. law, with respect to Holdings and its Domestic Subsidiaries, and under applicable foreign law, with respect to Foreign Subsidiaries (provided that nothing in this Section 6.09 shall affect the obligation of Holdings to provide financial statements in accordance with GAAP under Section 6.01), consistently applied shall be made of all financial transactions and matters involving the assets and business of the Loan Parties and their Restricted Subsidiaries, as the case may be.

6.10 Inspection Rights.

(a) Permit representatives and independent contractors of the Administrative Agent (accompanied by any Lender (with the consent of the Borrower (not to be unreasonably withheld)) to visit and inspect any of its properties, to examine its corporate, financial, insurance, and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants (subject to such accountant's customary policies and procedures), all at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrower; provided, however, that unless an Event of Default has occurred and is continuing, the Administrative Agent may make only one such visit in any Fiscal Year at the Borrower's expense, provided further that when an Event of Default exists the Administrative Agent (or any of its representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and upon reasonable advance notice to the extent practicable.

(b) Upon the request of the Administrative Agent after reasonable prior notice, permit the Administrative Agent or professionals (including investment bankers, consultants, accountants, lawyers and appraisers) retained by the Administrative Agent to conduct appraisals, collateral field examinations and other evaluations, including, without limitation, of (i) the Borrower's practices in the computation of the Borrowing Base, and (ii) the assets included in the Borrowing Base and related financial information such as, but not limited to, sales, gross margins, payables, accruals and reserves. Subject to the following sentences, the Loan Parties shall pay the fees and expenses of the Administrative Agent or such professionals with respect to such evaluations and appraisals. Without limiting the foregoing, the Loan Parties acknowledge that the Administrative Agent may undertake up to two (2) inventory appraisals and two (2) collateral field examinations each eighteen (18) month period, at the Loan Parties' expense; provided that, as long as no Enhanced Collateral Trigger Event exists, the Administrative Agent may conduct no more than one collateral field examination and one inventory appraisal in any twelve month period at the Loan Parties' expense. Notwithstanding the foregoing, the Administrative Agent may cause additional appraisals and collateral field examinations to be undertaken (y) as it in its discretion deems necessary or appropriate, at its own expense, or (z) if required by applicable Law or if a Default shall have occurred and be continuing, at the expense of the Loan Parties.

6.11 Use of Proceeds. Subject to the Financing Orders, use the proceeds of the Credit Extensions to (i) provide ongoing working capital and for other general corporate purposes of the Borrower and its Subsidiaries, (ii) to refinance in full, on the Closing Date, the Prepetition ABL Credit Facility (and to cash collateralize the Existing Letters of Credit), and (iii) to pay fees, costs and expenses incurred in connection with the Transactions and other administration costs incurred in connection with the Chapter 11 Cases. The Borrower will not request any Borrowing or Letter of Credit, and the Borrower shall not use, and shall procure that its Subsidiaries and its and their respective directors, officers and employees shall not use, the proceeds of any Borrowing or Letter of Credit (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (b) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (c) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

6.12 [Reserved].

6.13 [Reserved].

6.14 Physical Inventories. Cause at least one (1) physical perpetual "cycle count" at each of the Borrower's locations to be undertaken in each eighteen (18) month period conducted by such inventory takers as are satisfactory to the Collateral Agent and following such methodology as is consistent with the methodology used in the immediately preceding perpetual cycle count or as otherwise may be reasonably acceptable to the Collateral Agent. The Borrower shall provide the Collateral Agent information regarding the results of such cycle counts in form and detail consistent with past practices under the Existing Credit Agreement or as otherwise reasonably acceptable to the Administrative Agent.

6.15 Further Assurances. (a) Promptly upon request by the Administrative Agent, or any Lender through the Administrative Agent, correct any material defect or error that may be discovered in any Loan Document or in the execution, acknowledgment, filing or recordation of any Collateral Document or other document or instrument relating to any Collateral, and (b) subject to the terms of the Financing Orders, execute any and all further documents, financing statements, agreements, instruments, certificates, notices and acknowledgements, and take all such further actions that may be required under any applicable Law and which the Administrative Agent reasonably requests to ensure the creation, perfection and priority of the Liens created or intended to be created under the Financing Orders.

6.16 Lenders Meetings. The Borrower will, upon the request of the Administrative Agent or Required Lenders, participate in a meeting of the Administrative Agent and Lenders once during each Fiscal Year to be held, at the request of the Administrative Agent or Required Lenders, by teleconference or at the Borrower's corporate offices (or at such other location as may be agreed to by the Borrower and the Administrative Agent) at such time as may be agreed to by the Borrower and the Administrative Agent.

6.17 [Reserved].

6.18 Designation of Subsidiaries. The board of directors of Holdings may at any time designate any Restricted Subsidiary as an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Restricted Subsidiary; provided that (i) immediately before and after such designation, no Default shall have occurred and be continuing, (ii) the Borrower may not be designated as an Unrestricted Subsidiary, (iii) no Subsidiary may be designated as an Unrestricted Subsidiary if it is a "Restricted Subsidiary" for the purpose of the Term Loan Documents, (iv) no Restricted Subsidiary may be designated as an Unrestricted Subsidiary if it was previously designated an Unrestricted Subsidiary, (v) no Unrestricted Subsidiary shall own any Equity Interests in any Restricted Subsidiary (vi) no Unrestricted Subsidiary shall hold any Indebtedness of, or any Lien on any property of, the Borrower or any Restricted Subsidiary, (vii) no Unrestricted Subsidiary shall be a party to any transaction or arrangement with the Borrower and its Restricted Subsidiaries that would not be permitted by Section 7.08, and (viii) none of Holdings or any of its Restricted Subsidiaries shall have any obligation to subscribe for additional Equity Interests of any Unrestricted Subsidiary or to preserve or maintain the financial condition of any Unrestricted Subsidiary. The designation of any Subsidiary as an Unrestricted Subsidiary shall constitute an Investment by Holdings and its Restricted Subsidiaries therein at the date of designation in an amount equal to the net book value of Holdings' or such Restricted Subsidiary's (as applicable) investment therein. The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute the incurrence at the time of designation of any Indebtedness or Liens of such Subsidiary existing at such time. The Borrower shall cause each of the Restricted Subsidiaries and Unrestricted Subsidiaries to satisfy customary corporate and other formalities.

6.19 [Reserved].

6.20 Certain Other Bankruptcy Matters.

(a) The Borrower, the Guarantors and their Subsidiaries shall comply (i) in all material respects, after entry thereof, with all of the requirements and obligations set forth in the Financing Orders and the Cash Management Order, as each such order is amended and in effect from time to time in accordance with this Agreement, (ii) in all material respects with the terms of all entered orders of the type listed in clause (b) of the definition of "Approved Bankruptcy Court Order", and the terms of such orders must comply with, and be modified only in accordance with, clause (c) of the definition of "Approved Bankruptcy Court Order and (iii) in all material respects, after entry thereof, with the orders (to the extent not covered by subclause (i) or (ii) above) approving the Chapter 11 Debtors' "first day" and "second day" relief obtained in the Chapter 11 Cases, as such orders, if entered by the Bankruptcy Court, must comply with, and only be modified from time to time in accordance with, clause (c) of the definition of "Approved Bankruptcy Court Order".

(b) The Borrower and the Guarantors shall provide at least five (5) Business Days' (or such shorter notice acceptable to the Administrative Agent in its sole discretion) prior written notice to the Administrative Agent and its advisors prior to any rejection of the Borrower's or any Guarantor's or any other Subsidiary's material contracts or material non-residential real property leases pursuant to Section 365 of the Bankruptcy Code, and no such contract or lease shall be rejected, if such rejection adversely affects in any material respect the ABL Priority DIP Collateral, any Liens thereon or any DIP Superpriority

Claims payable therefrom (including, without limitation, any sale or other disposition of ABL Priority DIP Collateral or the priority of any such Liens or DIP Superpriority Claims) if the Administrative Agent informs the Borrower and the Guarantors in writing within three (3) Business Days of receipt of the notice from the Borrower and Guarantors referenced above that it objects to such rejection.

ARTICLE VII NEGATIVE COVENANTS¹

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement) or any Letter of Credit shall remain outstanding, the Borrower shall not (and with respect to Section 7.13 only, Holdings shall not), nor shall the Borrower permit any Restricted Subsidiary to, directly or indirectly:

7.01 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, other than the following Liens (Liens described below are herein referred to as "**Permitted Liens**"):

- (a) Liens pursuant to any Loan Document;
- (b) Liens existing on the date hereof and listed on Schedule 7.01(b) and any renewals or extensions thereof, provided that (i) the property covered thereby is not changed in any material manner, (ii) the amount secured or benefited thereby is not increased except as contemplated by Section 7.02(e), (iii) the direct and contingent obligors with respect thereto are not changed (other than to decrease the number of obligors), and (iv) any renewal or extension of the obligations secured or benefited thereby is permitted by Section 7.02(e);
- (c) Liens for taxes not yet due or which are the subject of a Permitted Protest;
- (d) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 30 days or which are the subject of a Permitted Protest;
- (e) (i) pledges or deposits in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation, other than any Lien imposed by ERISA and (ii) pledges and deposits in the ordinary course of business securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to Holdings or any of its Restricted Subsidiaries;
- (f) deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness for borrowed money), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;
- (g) easements, rights-of-way, restrictions and other similar encumbrances affecting Real Estate which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person;

¹ The negative covenants will be substantially conformed to the DIP Term Loan Agreement, once that agreement is finalized.

(h) Liens securing judgments for the payment of money not constituting an Event of Default under Section 8.01(i);

(i) Liens securing Indebtedness permitted under Section 7.02(g); provided that (i) such Liens do not at any time encumber any property other than the property financed by such Indebtedness, (ii) the Indebtedness secured thereby does not exceed the cost of the property being acquired on the date of acquisition, and (iii) such Lien and the Indebtedness secured thereby are incurred contemporaneously with or within two hundred seventy (270) days after the acquisition of such property;

(j) Liens on the Collateral securing the Prepetition Term Debt and the DIP Term Loan Obligations having the priority set forth in the Financing Orders;

(k) landlords' and lessors' Liens in respect of rent and other lease obligations that are not past due for a period of 60 days or more or that are the subject of a Permitted Protest;

(l) possessory Liens in favor of brokers and dealers arising in connection with the acquisition or disposition of Investments, provided that such Liens (i) attach only to such Investments and (ii) secure only obligations incurred in the ordinary course and arising in connection with the acquisition or disposition of such Investments and not any obligation in connection with margin financing;

(m) Liens arising solely by virtue of any statutory or common law provisions relating to banker's Liens, ordinary course Liens in favor of securities intermediaries, rights of setoff or similar rights and remedies as to deposit accounts or securities accounts or other funds maintained with depository institutions or securities intermediaries;

(n) Liens arising from precautionary UCC filings regarding "true" operating leases or the consignment of goods to a Loan Party;

(o) Liens in favor of customs and revenues authorities imposed by applicable Law arising in the ordinary course of business in connection with the importation of goods and securing obligations (i) that are not overdue by more than thirty (30) days, or (ii) that are the subject of a Permitted Protest;

(p) Liens on specific existing assets and proceeds thereof (other than assets of the type included in the Borrowing Base, except to the extent that the Administrative Agent is reasonably satisfied that such Lien does not interfere with Collateral Agent's Lien on such assets and Collateral Agent's ability to realize on such Lien on such assets and the proceeds thereof) of a Person acquired following the Closing Date in existence on the date such Person became a Restricted Subsidiary; provided that such Liens were not created in anticipation of the transaction pursuant to which such Person became a Restricted Subsidiary;

(q) licenses of Intellectual Property permitted under Section 7.05(g) hereof;

(r) Liens on the assets of Foreign Subsidiaries securing Indebtedness or other obligations of Foreign Subsidiaries permitted by Section 7.02;

(s) other Liens securing Indebtedness or other obligations of the Borrower and the Subsidiary Guarantors outstanding in an aggregate principal amount not to exceed \$[●]; provided that no such Lien shall extend to or cover any Collateral;

(t) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business which do not (i) in any case materially detract from the value of the property subject thereto or

(ii) interfere in any material respect with the business of the Borrower and its Subsidiaries or (iii) secure any Indebtedness;

(u) Liens solely on any cash earnest money deposits made by the Borrower or any of the Restricted Subsidiaries in connection with any letter of intent or purchase agreement permitted hereunder;

(v) ground leases in respect of real property on which facilities owned or leased by the Borrower or any of its Subsidiaries are located; and

(w) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto.

7.02 Indebtedness. Create, incur, assume, guarantee, suffer to exist or otherwise become liable with respect to any Indebtedness, except (Indebtedness described below is herein referred to as “**Permitted Indebtedness**”):

(a) obligations (contingent or otherwise) of the Borrower or any of the Restricted Subsidiaries existing or arising under any Swap Contract, provided that (i) such obligations are (or were) entered into by such Person in the ordinary course of business for the purpose of directly mitigating risks associated with fluctuations in interest rates or foreign exchange rates or otherwise to mitigate risks associated with its assets or liabilities or business operations, and (ii) such Swap Contract does not contain any provision exonerating the counterparty to such Swap Contract from its obligation to make payments on outstanding transactions to the Borrower or the Restricted Subsidiaries (notwithstanding that the Borrower or a Restricted Subsidiary is the defaulting party);

(b) (i) Indebtedness of a Restricted Subsidiary of the Borrower owed to the Borrower or to another Restricted Subsidiary of the Borrower and (ii) Indebtedness of the Borrower owed to any Restricted Subsidiaries of the Borrower, in each case, which Indebtedness shall (A) in the case of Indebtedness owed to a Loan Party, constitute “Pledged Debt” under the Security Agreement, (B) be on terms (including subordination terms, if owed by a Loan Party) acceptable to the Administrative Agent and (C) be otherwise permitted under the provisions of Section 7.03;

(c) Indebtedness under the Loan Documents;

(d) Indebtedness of the Loan Parties under the DIP Term Facility and the Prepetition Term Facility.

(e) Indebtedness outstanding on the date hereof and listed on Schedule 7.02 and any Permitted Refinancing Indebtedness in respect thereof;

(f) Guarantees of the Borrower or any Guarantor in respect of Indebtedness otherwise permitted hereunder of the Borrower or any Subsidiary Guarantor;

(g) Indebtedness in respect of Capital Lease Obligations, Synthetic Lease Obligations, and purchase money obligations for fixed or capital assets within the limitations set forth in Section 7.01(i) and Permitted Refinancing Indebtedness in respect thereof; provided, however, that the aggregate amount of all such Indebtedness at any one time outstanding shall not exceed \$50.0 million;

(h) Permitted Holdco Debt;

(i) Indebtedness of any Person that becomes a Restricted Subsidiary of the Borrower after the date hereof in accordance with the terms of Section 7.03(h), which Indebtedness is existing at the time such Person becomes a Restricted Subsidiary of the Borrower (other than Indebtedness incurred solely in contemplation of such Person's becoming a Restricted Subsidiary of the Borrower) and Permitted Refinancing Indebtedness in respect thereof;

(j) [reserved];

(k) Indebtedness of the Loan Parties in an aggregate principal amount not to exceed \$[●] at any time outstanding;

(l) Indebtedness of Foreign Subsidiaries under the Swedish Credit Facility in an aggregate amount not to exceed the U.S. dollar equivalent (as reasonably determined by the Administrative Agent) of \$[●] outstanding at any time; and

(m) other Indebtedness of Foreign Subsidiaries in an aggregate amount not to exceed \$[●] outstanding at any time.

For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a non-U.S. currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred; provided that, if such Indebtedness is incurred to extend, replace, refund, refinance, renew or defease other Indebtedness denominated in a foreign currency, and such extension, replacement, refunding, refinancing, renewal or defeasance would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such extension, replacement, refunding, refinancing, renewal or defeasance, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased.

7.03 Investments. Make or hold any Investments, except:

(a) Investments held by the Borrower and the Restricted Subsidiaries in the form of Cash Equivalents;

(b) Investments consisting of loans and advances to officers, directors and employees of Holdings and its Restricted Subsidiaries to finance the purchase of capital stock of Holdings and for travel, entertainment, relocation and analogous ordinary business purposes, in an aggregate amount not to exceed \$2.5 million at any time outstanding;

(c)

(i) Investments outstanding on the Closing Date by Borrower and its Restricted Subsidiaries in their respective Subsidiaries;

(ii) additional Investments by Borrower and its Restricted Subsidiaries in Restricted Subsidiaries that are Loan Parties at the time of the making of such Investment;

(iii) additional Investments by Subsidiaries of the Borrower that are not Loan Parties (including Foreign Subsidiaries) in other Restricted Subsidiaries that are not Loan Parties (including Foreign Subsidiaries); and

(iv) [reserved];

(d) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(e) Guarantees permitted by Section 7.02;

(f) Investments existing on the date hereof and set forth on Schedule 5.08(e) and any modification, replacement, renewal, reinvestment or extension of any of the foregoing that does not increase the amount thereof;

(g) Investments in Swap Contracts permitted under Section 7.02(a);

(h) [reserved];

(i) Investments resulting from the issuance of Indebtedness of Holdings to the Borrower or any of the Restricted Subsidiaries in an amount not to exceed the amount necessary to permit Holdings to pay (i) so long as no Event of Default shall have occurred and be continuing at the time thereof or would result therefrom, reasonable and customary corporate and out-of-pocket operating expenses actually payable to persons that are not Affiliates relating to maintaining its ownership interest in the Borrower (including reasonable out-of-pocket expenses for legal, administrative and accounting services provided by third parties, and compensation, benefits and other amounts payable to officers and employees in connection with their employment in the ordinary course of business and to board of director observers), (ii) franchise fees or similar Taxes and fees required to maintain its corporate existence, (iii) any income Taxes imposed on Holdings or its direct or indirect parent of Holdings as the common parent of a consolidated, combined or similar Tax group of which the Borrower and/or its Restricted Subsidiaries are members, up to an amount not to exceed the amount of any such income Taxes that the Borrower and its Restricted Subsidiaries would have been required to pay on a separate company (or a stand-alone Tax group) basis (reduced by any income Taxes paid directly by the Borrower or its Restricted Subsidiaries); provided that in determining the hypothetical income Tax liability of the Borrower and/or its Restricted Subsidiaries on a separate company (or a stand-alone Tax group) basis for the purpose of clause (iii), any interest expense on any Indebtedness incurred by Holdings shall be treated as the interest expense of the Borrower; provided further that any payments by Borrower or any of its Restricted Subsidiaries attributable to the income of any Unrestricted Subsidiary shall be permitted only to the extent that cash payments were made for such purpose by such Unrestricted Subsidiary to the Borrower or to any of its Restricted Subsidiaries and (iv) all costs or fees incurred in compliance with or in anticipation of compliance with Securities Laws and state securities Laws;

(j) promissory notes and other non-cash consideration that is permitted to be received in connection with Dispositions permitted by Section 7.05;

(k) any Investments made with the proceeds received by or contributed to the Borrower from the substantially concurrent issuance of new Equity Interests (other than Disqualified Equity Interests) issued by Holdings and not used for any other purpose permitted under this Agreement;

(l) without duplication of any other Investments permitted hereunder, other Investments by the Borrower or any of the Restricted Subsidiaries not exceeding (x) \$[●] in any Fiscal Year (with the unused portion of such scheduled amount available for use in any succeeding Fiscal Year), net of any cash return to the Borrower and its Restricted Subsidiaries of principal or capital of any such Investment

or (y) \$[●] in the aggregate (net of any cash return of principal or capital of any Investment, purchase or acquisition made pursuant to this Section 7.03(l) or Section 7.03(h)(ii) or Section 7.03(c)(iv) to the Borrower or a Subsidiary Guarantor that is not applied pursuant to the parenthetical phrase in Section 7.03(c)(iv)(y) or 7.03(h)(ii));

(m) [reserved];

(n) Investments to the extent that payment for such Investments is made solely with Qualified Equity Interests of Holdings (or any direct or indirect parent thereof);

(o) Investments held by a Restricted Subsidiary acquired after the Closing Date or of a Person merged into the Borrower or merged or consolidated with a Restricted Subsidiary in accordance with Section 7.04

(p) after the Closing Date (other than existing Investments in subsidiaries of such Subsidiary or Person, which must comply with the requirements of Sections 7.02(h) or (l)) to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger or consolidation and were in existence on the date of such acquisition, merger or consolidation; and

(q) Guarantees by the Borrower or any of the Restricted Subsidiaries of leases (other than Capital Lease Obligations) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business.

7.04 Fundamental Changes. (a) Merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that:

(i) any Restricted Subsidiary of the Borrower may merge with (i) the Borrower, provided that the Borrower shall be the continuing or surviving Person, or (ii) any one or more other Restricted Subsidiaries, provided that when any Loan Party is merging with another Restricted Subsidiary that is not a Loan Party, such Loan Party shall be the continuing or surviving Person;

(ii) any Restricted Subsidiary (other than the Borrower) may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Borrower or to another Loan Party (other than Holdings);

(iii) any Subsidiary that is not a Loan Party (i) may dispose of all or substantially all its assets (including any Disposition that is in the nature of a liquidation) to (A) another Subsidiary that is not a Loan Party or (B) to a Loan Party (other than Holdings), or (ii) may be dissolved, with its assets (if any) being transferred in accordance with clause (i) hereof;

(iv) in connection with any acquisition permitted under Section 7.03, any Restricted Subsidiary of the Borrower may merge into or consolidate with any other Person or permit any other Person to merge into or consolidate with it; provided that (i) the Person surviving such merger shall be a wholly-owned Restricted Subsidiary of the Borrower, (ii) in the case of any such merger to which any Loan Party (other than the Borrower) is a party, such Loan Party is the surviving Person and (iii) in the case of any merger involving the Borrower, the Borrower is the surviving Person;

(v) any Disposition permitted by Section 7.05 may be structured as a sale of all or substantially all of the Equity Interests of a Subsidiary,

(vi) any Subsidiary which has no assets to distribute to its equity holders may be dissolved or liquidated; and

(vii) any Foreign Subsidiary that is not a Material Subsidiary may be dissolved or liquidated, including through an insolvency, bankruptcy or equivalent proceeding.

(b) Consummate a Division as the Dividing Person, without the prior written consent of the Administrative Agent. Without limiting the foregoing, if any Loan Party that is a limited liability company consummates a Division (with or without the prior consent of Administrative Agent as required above), each Division Successor shall be required to comply with the obligations set forth in Section 6.12 and the other further assurances obligations set forth in the Loan Documents and become a Loan Party under this Agreement and the other Loan Documents.

7.05 Dispositions. Make any Disposition or enter into any agreement to make any Disposition, except:

(a) Dispositions of obsolete or worn out property, or property (including Intellectual Property) that is no longer used or useful in the business of the Borrower and its Restricted Subsidiaries whether now owned or hereafter acquired, in each case, in the ordinary course of business (it being understood that this clause (a) does not include the liquidation of any Store or the inventory and other assets located therein);

(b) Dispositions of inventory and goods held for sale in the ordinary course of business;

(c) Dispositions of equipment or Real Estate to the extent that such property is exchanged for credit against all or a portion of the purchase price of similar replacement property and, if such property is Collateral, then such replacement property is made subject to Liens and security interests in favor of the Collateral Agent for the benefit of the Credit Parties;

(d) Dispositions of property by any Subsidiary to the Borrower or to a wholly-owned Restricted Subsidiary; provided that if the transferor of such property is a Subsidiary Guarantor, the transferee thereof must either be the Borrower or a Subsidiary Guarantor or an Investment permitted under Section 7.03;

(e) Dispositions permitted by Sections 7.04(a)(i), (a)(ii), (a)(iii), (a)(iv), (a)(vi) and (a)(vii);

(f) bulk sales or other dispositions of the Inventory of the Borrower or a Restricted Subsidiary not in the ordinary course of business in connection with Store closings, at arm's length, provided, that such Store closures and related Inventory dispositions shall not exceed (i) in any Fiscal Year, ten percent (10%) of the number of the Borrower's and its Restricted Subsidiaries' Stores as of the beginning of such Fiscal Year (net of new Store openings in such Fiscal Year) and (ii) in the aggregate from and after the Closing Date, twenty-five percent (25%) of the number of the Borrower's and its Restricted Subsidiaries' Stores in existence as of the Closing Date (net of new Store openings), provided, that all sales of Inventory in connection with Store closings in excess of ten (10) Store closings in any three month period, shall be in accordance with liquidation agreements and with professional liquidators reasonably

acceptable to the Administrative Agent; provided, further that all Net Cash Proceeds received in connection therewith are applied to the Obligations if then required hereunder;

(g) grants of licenses of Intellectual Property in the ordinary course of business, which do not materially interfere with the business of the Borrower and the Restricted Subsidiaries, taken as a whole;

(h) Dispositions by the Borrower and the Restricted Subsidiaries not otherwise permitted under this Section 7.05; provided that (i) at the time of such Disposition, no Default shall exist or would result from such Disposition, (ii) the aggregate book value of all property Disposed of in reliance on this clause (h) in any Fiscal Year of the Borrower shall not exceed \$[●]; provided that an additional aggregate book value of not more than \$[●] per year of property held by Foreign Subsidiaries may be Disposed of in reliance on this clause (h) and (iii) at least 75% of the purchase price for such asset shall be paid to the Borrower or such Restricted Subsidiary in cash (with an assumption of Indebtedness (other than Subordinated Indebtedness) of the Borrower or such Restricted Subsidiary by a purchaser in connection with the applicable Disposition shall be deemed to be cash for the purposes of this clause (iii));

(i) licenses for the conduct of licensed departments (other than to an Affiliate of any Loan Party) within any Store in the ordinary course of business; and

(j) any issuance or sale of Equity Interests in, or sale of Indebtedness or other securities of, an Unrestricted Subsidiary;

provided, however, that any Disposition pursuant to clauses (a) through (d), and clauses (f) and (h) shall be for fair market value.

Notwithstanding the foregoing or anything else in this Agreement or the other Loan Documents to the contrary, no Disposition consisting of Material Intellectual Property may be made from (x) any Loan Party to any Subsidiary that is not a Guarantor or (y) from any Restricted Subsidiary that is not a Guarantor to any Unrestricted Subsidiary.

7.06 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, except that:

(a) each Restricted Subsidiary of the Borrower may make Restricted Payments to any other Loan Party (other than Holdings) and any other Person that owns a direct Equity Interest (other than Disqualified Equity Interests) in such Restricted Subsidiary, ratably according to their respective holdings of the type of Equity Interests in respect of which such Restricted Payment is being made;

(b) the Borrower and each of its Restricted Subsidiaries may declare and make dividend payments or other distributions payable solely in the common or preferred stock or other common or preferred Equity Interests of such Person (other than Disqualified Equity Interests); provided that such Equity Interests shall be pledged to the Collateral Agent to the extent required by Section 6.12 hereof;

(c) the Borrower may declare and pay cash dividends to Holdings in an amount not to exceed an amount necessary to permit Holdings to pay (i) reasonable and customary corporate and operating expenses relating to maintaining its ownership interest in the Borrower (including reasonable out-of-pocket expenses for legal, administrative and accounting services provided by third parties, and compensation, benefits and other amounts payable to officers and employees in connection with their employment in the ordinary course of business and to board of director observers), (ii) franchise Taxes and similar fees required to maintain its corporate existence, (iii) any income Taxes imposed on Holdings or its

direct or indirect parent of Holdings as the common parent of a consolidated, combined or similar Tax group of which the Borrower and/or its Restricted Subsidiaries are members, up to an amount not to exceed the amount of any such income Taxes that the Borrower and its Restricted Subsidiaries would have been required to pay on a separate company (or a stand-alone Tax group) basis (reduced by any income Taxes paid directly by the Borrower or its Restricted Subsidiaries); provided that in determining the hypothetical income Tax liability of the Borrower and/or its Restricted Subsidiaries on a separate company (or a stand-alone Tax group) basis for the purpose of clause (iii), any interest expense on any Indebtedness incurred by Holdings shall be treated as the interest expense of the Borrower and any dividends by Borrower attributable to the income of any Unrestricted Subsidiary shall be permitted only to the extent that cash payments were made for such purpose by such Unrestricted Subsidiary to the Borrower or any of its Restricted Subsidiaries and (iv) all costs or fees incurred in compliance with or in anticipation of compliance with Securities Laws and state securities Laws;

(d) the Borrower may (or make Restricted Payments to allow Holdings or any direct or indirect parent thereof to) repurchase, redeem or otherwise acquire or retire shares of its capital stock held by officers, directors or employees of Holdings or any Restricted Subsidiary (or their estates or trusts) following the death, disability or termination of employment of any such Person and, so long as no Default shall have occurred and be continuing (or would result therefrom), the Borrower may pay dividends to Holdings to permit such repurchase, redemption, retirement or acquisition; provided that the aggregate amount of payments to Holdings by the Borrower under this clause (d) will not exceed \$5.0 million in any Fiscal Year of the Borrower (with any unused portion of such scheduled amount available for use in any succeeding Fiscal Year);

(e) [reserved];

(f) Investments permitted by Section 7.03;

(g) repurchases of Equity Interests in Holdings, the Borrower or any of the Restricted Subsidiaries deemed to occur upon exercise of stock options or warrants or similar rights to the extent such Equity Interests represent a portion of the exercise price of such options or warrants or similar rights;

(h) the Borrower may make Restricted Payments to Holdings or to any direct or indirect parent of Holdings (and Holdings may make Restricted Payments to any direct or indirect parent of Holdings) the proceeds of which shall be used to make payments permitted under Sections 7.08(d), (e) and (h) (but only to the extent such payments have not been and are not expected to be made by the Borrower or a Restricted Subsidiary);

(i) [reserved];

(j) the payment of any dividend or distribution within 60 days after the date of declaration thereof, if at the date of declaration (i) such payment would have complied with the provisions of clause (i) of this Section 7.06 and (ii) no Event of Default occurred and was continuing; and

(k) [reserved];

provided, for purposes of calculating the amount available to make Restricted Payments, any dividend or distribution paid in reliance on clause (j) shall be deemed to be a Restricted Payment on the date of declaration and not on the date of payment.

7.07 Change in Nature of Business. Engage in any material line of business substantially different from those lines of business conducted by the Borrower and the Restricted Subsidiaries on the date hereof or any business reasonably related or ancillary thereto.

7.08 Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of the Loan Parties (or any Unrestricted Subsidiary, whether or not an Affiliate of any Loan Party), whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to the Loan Parties or such Restricted Subsidiary as would be obtainable by the Loan Parties or such Restricted Subsidiary at the time in a comparable arm's length transaction with a Person other than an Affiliate; provided that the foregoing restriction shall not apply to:

(a) transactions among (i) the Loan Parties, (ii) any Restricted Subsidiaries of Holdings that are not Loan Parties or (iii) the Loan Parties, on the one hand, and any Restricted Subsidiary that is not a Loan Party, on the other hand, that are at least as favorable to the Loan Parties as could be obtained in an arm's-length transaction from an unaffiliated party;

(b) (i) any Indebtedness permitted by Section 7.02(b); (ii) any Investments permitted by Section 7.03 (other than Investments in any Equity Investor or a portfolio company owned or controlled by an Equity Investor (other than any Loan Party)); and (iii) any Restricted Payment permitted by Section 7.06;

(c) [reserved];

(d) employment, consulting (exclusive of the Management Agreement) and severance agreements;

(e) loans and advances permitted by Section 7.03(b);

(f) payment of directors' fees, expenses and indemnities;

(g) incurrence of Subordinated Indebtedness by the Loan Parties to the Equity Investors otherwise permitted hereunder or the issuance of Equity Interests by Holdings to the Equity Investors, provided that no such Equity Interests may constitute Disqualified Equity Interests;

(h) transactions with joint ventures permitted hereunder for the purchase or sale of goods and services entered into in the ordinary course of business on terms no less favorable to the Loan Parties or such Restricted Subsidiary as would be obtainable by the Loan Parties or such Restricted Subsidiary at the time in a comparable arm's length transaction;

(i) customary payments by the Borrower and any of its Restricted Subsidiaries to the Sponsor made for any financial advisory, financing, underwriting or placement services or in respect of other investment banking activities (including in connection with acquisitions or divestitures), which payments are approved by a majority of the disinterested members of the board of directors of Holdings in good faith;

(j) transactions in which the Borrower or any of the Restricted Subsidiaries, as the case may be, delivers to the Administrative Agent a letter from an Independent Financial Advisor stating that such transaction is fair to the Borrower or such Restricted Subsidiary from a financial point of view;

(k) investments by the Sponsor or the Equity Investors in securities of Holdings, the Borrower or any of the Restricted Subsidiaries so long as (i) the investment is being offered generally to

other investors on the same or more favorable terms and (ii) the investment constitutes less than 5.0% of the proposed or outstanding issue amount of such class of securities; and

(l) Restricted Payments permitted by Section 7.06.

7.09 Burdensome Agreements. Enter into or permit to exist any Contractual Obligation (other than this Agreement or any other Loan Document) that (a) limits the ability (i) of any Restricted Subsidiary of Borrower to make Restricted Payments to any Loan Party or to otherwise transfer property to or invest in any Loan Party, except for any agreement in effect (A) on the date hereof and set forth on Schedule 7.09 and any modification, replacement, renewal, reinvestment or extension of any of the foregoing or (B) at the time any Person becomes a Restricted Subsidiary of Borrower, so long as such agreement was not entered into solely in contemplation of such Person becoming a Restricted Subsidiary of Borrower, (ii) of any Restricted Subsidiary of Borrower to Guarantee the Indebtedness of the Borrower, (iii) of any Restricted Subsidiary of Borrower to make or repay loans to a Loan Party or (iv) of the Borrower or any Restricted Subsidiary to create, incur, assume or suffer to exist Liens on property of such Person; provided, however, that this clause (iv) shall not prohibit any negative pledge incurred or provided in favor of any holder of Indebtedness permitted under Section 7.02 solely to the extent any such negative pledge relates to the property financed by or the subject of such Indebtedness; or (b) requires the grant of a Lien to secure an obligation of such Person if a Lien is granted to secure another obligation of such Person. The foregoing restrictions shall not be violated by reason of (i) applicable Laws, (ii) this Agreement and the other Loan Documents, (iii) (A) the Term Loan Documents so long as the restrictions of the kind referred to in the previous sentence contained therein, taken as a whole, are not materially more restrictive than those contained in the Term Loan Documents (as in effect on the Closing Date), (B) the Swedish Credit Facility, or (C) documents governing Permitted Holdco Debt so long as the restrictions of the kind referred to in the previous sentence contained therein, taken as a whole, are no more restrictive than those contained herein, (iv) customary non-assignment provisions of any contract, lease or license of the Borrower or any Restricted Subsidiary of the Borrower, (v) customary restrictions on a Subsidiary imposed pursuant to an agreement entered into for the sale or disposition of all or substantially all the Equity Interests or assets of a Subsidiary pending the closing of such sale or disposition, (vi) customary provisions in joint venture agreements and other similar agreements applicable to joint ventures entered into in the ordinary course of business, (vii) documents that represent Indebtedness of a Restricted Subsidiary that is not a Loan Party that is permitted by Section 7.02 to the extent such restriction applies only to such Restricted Subsidiary, (viii) documents that comprise restrictions imposed by any agreement governing Indebtedness entered into after the Closing Date and permitted under Section 7.02 that are, taken as a whole, in the good faith judgment of the Borrower, no more restrictive with respect to the Borrower or any Restricted Subsidiary than customary market terms for Indebtedness of such type (and, in any event, are no more restrictive than the restrictions contained in this Agreement), so long as the Borrower shall have determined in good faith that such restrictions will not affect its obligation or ability to make any payments or grant any Liens required hereunder or (vii) any restrictions under any agreement that amends, refinances or replaces any agreement containing restrictions permitted under the preceding clauses provided that the terms and conditions are no less favorable taken as a whole to the Restricted Subsidiary.

7.10 Amendments of Material Indebtedness. Amend, modify or waive any of the Loan Party's rights under any Material Indebtedness (other than on account of any refinancing thereof otherwise permitted hereunder), in each case, to the extent that such amendment, modification or waiver would reasonably be likely to have a Material Adverse Effect.

7.11 Accounting Changes. Make any change in their Fiscal Year; provided, however, that Holdings and the Borrower may, upon written notice to the Administrative Agent, change its fiscal year to any other fiscal year reasonably acceptable to the Administrative Agent, in which case, Holdings, the

Borrower and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary to reflect such change in Fiscal Year.

7.12 Prepayments, Etc. of Indebtedness. Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner any Indebtedness, or make any payment in violation of any subordination terms of any Subordinated Indebtedness, except to the extent permitted by an Acceptable Bankruptcy Court Order.

7.13 Holding Company. In the case of Holdings, engage in any business or activity other than (a) the ownership of all outstanding Equity Interests in the Borrower, (b) maintaining its corporate existence (including any public company activities), (c) participating in Tax, accounting and other administrative activities as the parent of the Consolidated group of companies, including the Loan Parties, (d) the execution and delivery of the Loan Documents, the ABL Loan Documents, the DIP Term Loan Documents, the Financing Orders and agreements governing other Indebtedness of the Borrower and its Subsidiaries not otherwise prohibited hereunder and agreements governing Permitted Holdco Debt, in each case, to which it is a party and the performance of its obligations thereunder, (e) any public offering of its common stock or any other issuance of its Equity Interests or any transaction permitted under Section 7.04, (f) holding any cash or property received in connection with Restricted Payments made by the Borrower in accordance with Section 7.06 pending application thereof by Holdings, (g) providing indemnification to officers and directors, (h) activities incidental to the businesses or activities described in clauses (a) through (g) of this Section and (i) any other activities required under Approved Bankruptcy Court Orders.

7.14 [Reserved].

7.15 Minimum Availability. The Borrower shall not permit Excess Availability at any time to be less than 10.0% of the Borrowing Base.

7.16 Sale and Leaseback Transactions. Enter into any arrangement, directly or indirectly, with any person whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred, provided that Borrower and its Restricted Subsidiaries may become and remain liable as lessee, guarantor or other surety with respect to any such lease if and to the extent that the Borrower or any of its Restricted Subsidiaries would be permitted to enter into, and remain liable under, such lease to the extent that the transaction would be permitted under Section 7.02, assuming the sale and lease back transaction constituted Indebtedness in a principal amount equal to the gross proceeds of the sale and the related sale were permitted under Section 7.05(h).

7.17 Additional Bankruptcy Matters.

(a) Assert or prosecute any claim or cause of action against any of the Credit Parties (in their capacities as such), unless such claim or cause of action is in connection with the enforcement of the Loan Documents against the Administrative Agent or the Lenders.

(b) Subject to the terms of the Financing Orders, as applicable, object to, contest, delay, prevent or interfere with in any material manner the exercise of rights and remedies by the Administrative Agent or the Lenders with respect to the Collateral following the occurrence of an Event of Default (provided that any Loan Party may contest or dispute whether an Event of Default has occurred).

(c) Except (i) as expressly provided or permitted hereunder (including to the extent pursuant to any “first day” or “second day” orders complying with the terms of this Agreement), (ii) with

the prior consent of the Administrative Agent or (iii) as provided pursuant to any Approved Bankruptcy Court Order, make any payment or distribution on account of any Prepetition Debt or any other Indebtedness arising prior to the Petition Date.

(d) Use Cash Collateral (as defined in the Financing Orders) of any Lender or Agent under Section 363 of the Bankruptcy Code other than as expressly provided for in the any Approved Bankruptcy Court Order as may be otherwise expressly permitted pursuant to the Loan Documents.

(e) Obtain post-petition loans or other financial accommodations pursuant to Section 364(c) or 364(d) of the Bankruptcy Code, other than as expressly provided for in the Interim Financing Order or as may be otherwise expressly permitted pursuant to the Loan Documents;

(f) Challenge the application of any payments authorized by the Interim Financing Order to the Administrative Agent or Lenders.

(g) Propose, support or have a plan of reorganization or liquidation (other than an Acceptable Plan of Reorganization) that does not provide for the payment in full in cash (or exchange into loans under the Exit ABL Facility) in full satisfaction of all Obligations on the effective date of such plan in accordance with the terms and conditions set forth in the Loan Documents.

(h) Challenge, contest or otherwise seek to impair or object to the validity, extent, enforceability or priority of Administrative Agent's post-petition liens and claims.

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrower or any other Loan Party fails to (i) pay when and as required to be paid herein, any amount of principal of any Loan or any L/C Obligation, or deposit any funds as cash collateral in respect of L/C Obligations, or (ii) pay within three Business Days after the same becomes due, any interest on any Loan or on any L/C Obligation, or any fee due hereunder, or (iii) pay within five days after the same becomes due, any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants with no Cure Period. Any Loan Party or any of its Restricted Subsidiaries fails to perform or observe any term, covenant or agreement applicable to it contained in any of 6.02(c), 6.03(a), 6.05(a) (solely as it relates to the Borrower), 6.07, 6.11, or Article VII; or

(c) Specific Covenants with Five-Day Cure Period. Any Loan Party or any of its Restricted Subsidiaries fails to perform or observe any term, covenant or agreement applicable to it contained in any of Section 6.01, 6.02 (other than clause (c)), 6.03 (other than clause (a)), 6.05(a) (solely as it relates to any Loan Party or Restricted Subsidiary other than the Borrower), 6.05 (other than clause (a)), or 6.15, and such failure continues for five Business Days; or

(d) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in Section 8.01(a), (b) or (c) above) contained in any Loan Document on its part to be performed or observed and such failure continues for 30 days following receipt of notice from the Administrative Agent or the Required Lenders; or

(e) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrower or any other Loan Party herein, in any other Loan Document, or in any document delivered in connection herewith or therewith (including, without limitation, any Borrowing Base Calculation) shall be incorrect or misleading in any material respect when made or deemed made; or

(f) Cross-Default. So long as the enforcement of remedies is not subject to the automatic stay as a result of the Chapter 11 Cases (including for the avoidance of doubt, any Prepetition Term Loan Obligations), (i) any Loan Party or any Restricted Subsidiary thereof (A) fails to make any payment beyond the applicable grace period if any (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Material Indebtedness, or (B) fails to observe or perform any other agreement or condition relating to any such Material Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such Guarantee to become payable or cash collateral in respect thereof to be demanded; provided that this paragraph (f) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness; or (ii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which a Loan Party or any Restricted Subsidiary thereof is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which a Loan Party or any Restricted Subsidiary thereof is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by such Loan Party or such Restricted Subsidiary as a result thereof is greater than \$20.0 million; or

(g) [Reserved].

(h) [Reserved].

(i) Judgments. So long as the enforcement of remedies is not subject to the automatic stay as a result of the Chapter 11 Cases, there is entered against any Loan Party or any Material Subsidiary and remains unpaid one or more final judgments or orders for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding \$20.0 million (to the extent not covered by independent third-party insurance as to which the insurer is rated at least “A” by A.M. Best Company, has been notified of the potential claim and does not dispute coverage) and (i) enforcement proceedings are commenced by any creditor upon such judgment or order, or (ii) there is a period of 30 consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(j) ERISA. An ERISA Event occurs or any substantially similar event occurs with respect to a Foreign Plan (that would have been an ERISA Event had the Foreign Plan been subject to ERISA and that gives rise to liability under analogous foreign law) which, together with all other ERISA Events (or such substantially similar events with respect to Foreign Plans) that have occurred, has resulted or could reasonably be expected to result in a Material Adverse Effect; or

(k) Invalidation of Loan Documents. Any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect against Holdings,

the Borrower or any Material Subsidiary; or any Loan Party contests in any manner the validity or enforceability of any provision of any Loan Document; or any Loan Party denies that it has any or further liability or obligation under any provision of any Loan Document (other than as a result of repayment in full of the Obligations), or purports to revoke, terminate or rescind any provision of any Loan Document; or seeks to avoid, limit or otherwise adversely affect any Lien purported to be created under any Collateral Document; or

(l) [Reserved]; or

(m) Collateral Documents. Any Collateral Document after delivery thereof pursuant to Article IV, Section 6.12, or Section 6.13 shall for any reason (other than pursuant to the terms thereof) cease (or shall be asserted by any Loan Party or, in the reasonable discretion of the Administrative Agent, any other Person not) to create a valid and perfected First Priority Lien or Second Priority Lien, as applicable (subject to Liens permitted by Section 7.01 and the Financing Orders), on the Collateral purported to be covered thereby, either with an aggregate fair market value for such Collateral of (A) \$10.0 million or more, in the case of Term Priority Collateral, or (B) \$5.0 million or more, in the case of ABL Priority DIP Collateral, for any reason other than the failure of Collateral Agent to maintain control over any Collateral in its possession.

(n) Bankruptcy Matters.

(i) The entry of an order dismissing any of the Chapter 11 Cases or converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, or the Borrower or any Guarantor files a motion or other pleading seeking entry of such an order or supports or fails to promptly oppose such dismissal or conversion; or

(ii) a trustee, responsible officer or an examiner having expanded powers under Bankruptcy Code section 1104 (other than (x) a fee examiner or (y) for purposes of an investigation pursuant to Sections 1106(a)(3) and (4) of the Bankruptcy Code) is appointed or elected in the Chapter 11 Cases, any Loan Party applies for, consents to, supports, acquiesces in or fails to promptly oppose, any such appointment, or the Bankruptcy Court shall have entered an order providing for such appointment, in each case without the prior written consent of the Required Lenders in their reasonable discretion; or

(iii) the entry of an order (1) staying, reversing or vacating the Interim Financing Order or the Final Financing Order (as applicable) or (2) modifying or amending the Interim Financing Order (after the initial entry thereof) or Final Financing Order, as applicable, in a manner adverse in any respect to the Credit Parties, other than in the case of clause (2) in form and substance satisfactory to the Required Lenders in their reasonable discretion, or any Loan Party files an application, motion or other pleading seeking entry of such an order or supports or fails to promptly oppose entry of such an order, in each case without the prior written consent of the Administrative Agent in its reasonable discretion; or

(iv) the entry of an order in any of the Chapter 11 Cases denying or terminating use of cash collateral by any of the Loan Parties and the Chapter 11 Debtors have not obtained use of cash collateral (consensually or non-consensually);

(v) the entry of an order in any of the Chapter 11 Cases granting relief from any stay or proceeding (including, without limitation, the automatic stay) so as to allow any third party to proceed with foreclosure (or the granting of a deed in lieu of foreclosure or the like) against any assets of the Loan Parties with a value in excess of \$1,000,000 in the aggregate;

(vi) subject to the terms of the financing orders, the entry of a final non-appealable order in the Chapter 11 Cases charging any of the Collateral under Section 506(c) of the Bankruptcy Code against the Lenders or the commencement of other actions by the Loan Parties that challenges the rights and remedies of any of the Agents or the Lenders under the ABL DIP Facility in any of the Chapter 11 Cases or inconsistent with the Loan Documents;

(vii) without the prior written consent of the Administrative Agent, any Loan Party shall file a motion seeking or take any action supporting a motion seeking, or the Bankruptcy Court shall enter an order in any of the Chapter 11 Cases authorizing (x) financing under Section 364 of the Bankruptcy Code (other than the DIP Facilities) or (y) the sale of all or substantially all of the Loan Parties' assets (unless such order contemplates payment in full in cash of the Obligations), except, for the avoidance of doubt, the DIP Term Facility; or

(viii) the filing or support of any pleading by any Loan Party (or any direct or indirect parent thereof) seeking, or otherwise consenting to, any of the matters set forth in clauses (i) through (vii) above, unless such filing or any pleading is in connection with the enforcement of the Loan Documents against the Administrative Agent or the Lenders;

(o) the making of any material payments in respect of prepetition obligations other than (i) to the extent permitted by an Approved Bankruptcy Court Order (and not otherwise prohibited by this Agreement or any other Approved Bankruptcy Court Order then in effect), or (ii) as otherwise agreed to in writing by the Administrative Agent;

(p) the entry of the Final Financing Order shall not have occurred within 45 days after the Petition Date;

(q) an order of the Bankruptcy Court granting, other than in respect of the DIP Facilities (subject, in the case of the DIP Term Facility, to the priority set forth in the Financing Orders) and the Carve Out or as otherwise permitted under the applicable Loan Documents, any claim entitled to superpriority administrative expense claim status in the Chapter 11 Cases pari passu with or senior to the claims of the Agents and the Lenders under the ABL DIP Facility, or the filing by any Loan Party of a motion or application seeking entry of such an order;

(r) other than with respect to the Carve Out, the Permitted Prior Liens, the Other Prior Perfected Liens and the liens provided for in the DIP Facilities (subject, in the case of the DIP Term Facility, to the priority set forth in the Financing Orders), the Loan Parties shall create or incur, or the Bankruptcy Court enters an order granting, any claim on Collateral which is pari passu with or senior to any liens under the Prepetition Facilities, the adequate protection liens and adequate protection obligations granted under the Financing Orders in contravention of the lien priorities specified in Section 5.1;

(s) noncompliance by any Loan Party or any of its Subsidiaries with the terms of the Interim Financing Order or, after entry thereof, the Final Financing Order in any material respect;

(t) the Loan Parties or any of their Subsidiaries (or any direct or indirect parent of any Loan Party) or any person claiming by or through any of the foregoing, shall obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against any Agent or any of the Lenders regarding the ABL DIP Facility, unless such suit or other proceeding is in connection with the enforcement of the Loan Documents against any of the Agents or Lenders; or

(u) (i) a plan of reorganization shall be confirmed in any of the Chapter 11 Cases that is not an Acceptable Plan of Reorganization, any order which approves a 363 sale, or any order shall be entered which dismisses any of the Chapter 11 Cases and which order (x) does not provide for termination of the unused commitments under the ABL DIP Facility and payment in full in cash of the Loan Parties' obligations under the ABL DIP Facility, (y) does not provide for release provisions relating to the Agents and the Lenders that are satisfactory to the Agents and the Required Lenders in their reasonable discretion and (z) is not otherwise reasonably satisfactory to the Required Lenders in their reasonable discretion, or (ii) any of the Loan Parties or any of their subsidiaries (or any of their direct or indirect parents), shall file, propose, support, or fail to promptly contest in good faith the filing or confirmation of such a plan or the entry of such an order.

8.02 Remedies upon Event of Default. Subject to the terms of the Financing Orders, if any Event of Default occurs and is continuing, the Administrative Agent may (and at the request of, or with the consent of, the Required Lenders, shall) take any or all of the following actions:

(a) declare the commitment of each Lender to make Loans and any obligation of each L/C Issuer to make L/C Credit Extensions to be terminated, whereupon such commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Loan Parties;

(c) whether or not the maturity of the Obligations shall have been accelerated pursuant hereto, proceed to protect, enforce and exercise all rights and remedies under this Agreement, any of the other Loan Documents or applicable Law, including, but not limited to, by suit in equity, action at law or other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Agreement and the other Loan Documents or any instrument pursuant to which the Obligations are evidenced, and, if such amount shall have become due, by declaration or otherwise, proceed to enforce the payment thereof or any other legal or equitable right of the Credit Parties; and

(d) require that the Loan Parties provide Letter of Credit Cash Collateralization in accordance with Section 2.03(n);

provided, however, in the case of the enforcement of rights against the Collateral pursuant to clauses (b) through (d) above, (i) the Administrative Agent, acting at the request of the Required Lenders, shall provide counsel to the Loan Parties, counsel to the Official Committee (if any), and the Office of the United States Trustee with five (5) Business Days' prior written notice consistent with the Financing Orders (such period, the "**Remedies Notice Period**"), and (ii) during the Remedies Notice Period, the applicable Agent shall refrain from exercising its rights and remedies and the Loan Parties and/or any Official Committee shall be permitted to request an emergency hearing before the Bankruptcy Court (which request must be made prior to the conclusion of the Remedies Notice Period and shall seek consideration of such request on an expedited basis); provided, further, that during the Remedies Notice Period, the Loan Parties shall be permitted to use cash collateral as provided in the Financing Orders;

provided, further that, other than in connection with the Chapter 11 Cases, upon the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States, the obligation of each Lender to make Loans and any obligation of the L/C Issuers to make L/C Credit Extensions shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, and the obligation

of the Loan Parties to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, in each case without further act of the Administrative Agent or any Lender.

8.03 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to Section 8.02), or after the commencement of any Liquidation, subject to the terms of the Intercreditor Agreement and the Financing Orders, any amounts received on account of the Obligations shall be applied (by the Administrative Agent as hereby instructed so to apply) in the following order:

First, to payment in full of that portion of the Obligations constituting fees, indemnities, Credit Party Expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and the Collateral Agent and amounts payable under Article III) payable to the Administrative Agent and the Collateral Agent, each in its capacity as such;

Second, to payment in full of that portion of the Obligations constituting indemnities, Credit Party Expenses, and other amounts (other than principal, interest and fees) payable to the Lenders and the L/C Issuers (including fees, charges and disbursements of counsel to the respective Lenders and the L/C Issuers and amounts payable under Article III), ratably among them in proportion to the amounts described in this clause Second payable to them in their capacities as such;

Third, to payment in full to the Swing Line Lender of that portion of the Obligations constituting accrued and unpaid interest on the Swing Line Loans;

Fourth, to payment in full of that portion of the Obligations constituting accrued and unpaid interest on the Loans, Letter of Credit Disbursements and other Obligations, and fees (including Letter of Credit Fees), ratably among the Lenders and the L/C Issuers in proportion to the respective amounts described in this clause Fourth payable to them in their capacities as such;

Fifth, to payment in full to the Swing Line Lender of that portion of the Obligations constituting unpaid principal of the Swing Line Loans;

Sixth, to payment in full of that portion of the Obligations constituting unpaid principal of the Loans and Letter of Credit Disbursements, ratably among the Lenders and the L/C Issuers in proportion to the respective amounts described in this clause Sixth held by them in their capacities as such;

Seventh, to the Administrative Agent for the account of the L/C Issuers, to Cash Collateralize in full that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit;

Eighth, [reserved];

Ninth, to payment in full of all other Obligations, ratably among the Credit Parties in proportion to the respective amounts described in this clause Ninth held by them; and

Last, the balance, if any, after all of the Obligations have been paid in full, to the applicable Loan Parties or as otherwise required by Law.

Subject to Section 2.03, amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause Seventh above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have

either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above.

Notwithstanding the foregoing, amounts received from the Borrower or any Guarantor that is not an “eligible contract participant” under the Commodity Exchange Act and the regulations promulgated thereunder shall not be applied to the Obligations that are Excluded Swap Obligations (it being understood, that in the event that any amount is applied to Obligations other than Excluded Swap Obligations as a result of this sentence, the Administrative Agent shall, to the extent permitted by law, make such adjustments as it determines are appropriate to distributions pursuant to clause Ninth above from amounts received from “eligible contract participants” under the Commodity Exchange Act and the regulations promulgated thereunder to ensure, as nearly as possible, that the proportional aggregate recoveries with respect to Obligations described in clause Ninth above by the holders of any Excluded Swap Obligations are the same as the proportional aggregate recoveries with respect to other Obligations pursuant to clause Ninth above).

ARTICLE IX ADMINISTRATIVE AGENT

9.01 Appointment and Authority.

(a) Each of the Lenders and each L/C Issuer hereby irrevocably appoints Eclipse to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders and the L/C Issuers, and neither the Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions.

(b) The Administrative Agent shall also act as the Collateral Agent under the Loan Documents, and each of the Lenders (in its capacities as a Lender), Swing Line Lender (if applicable) and each L/C Issuer hereby irrevocably appoints and authorizes the Collateral Agent to act as the agent of such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Collateral Agent and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Agent pursuant to Section 9.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Agents, shall be entitled to the benefits of all provisions of this Article IX and Article XI (including Section 11.04(c), as though such co-agents, sub-agents and attorneys-in-fact were the Collateral Agent under the Loan Documents) as if set forth in full herein with respect thereto.

(c) Each of the Lenders, for itself and on behalf of any of its Affiliates, and each L/C Issuer hereby irrevocably appoints Eclipse, in its capacity as Administrative Agent and Collateral Agent and to take such actions on its behalf and to exercise such powers as are delegated to Eclipse, in its capacity as Administrative Agent and Collateral Agent, by the terms hereof and as set forth in the Financing Orders, together with such actions and powers as are reasonably incidental thereto.

9.02 Rights as a Lender. The Person serving as the Administrative Agent and Collateral Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent or the Collateral Agent and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent and Collateral Agent hereunder in its individual

capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent or the Collateral Agent hereunder and without any duty to account therefor to the Lenders.

9.03 Exculpatory Provisions. The Agents shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Agents:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent or Collateral Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent and the Collateral Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent or the Collateral Agent to liability or that is contrary to any Loan Document or applicable Law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or the Collateral Agent or any of its Affiliates in any capacity.

The Agents shall not be liable for any action taken or not taken by them (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Agents shall believe in good faith shall be necessary, under the circumstances as provided in Sections 11.01 and 8.02) or (ii) in the absence of their own gross negligence or willful misconduct. The Agents shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent by the Borrower, a Lender or any L/C Issuer.

The Agents shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Collateral Documents, (v) the value or the sufficiency of any Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Agents.

9.04 Reliance by Agents. The Agents shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by them to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Agents also may rely upon any statement made to them orally or by telephone and believed by them to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter

of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the L/C Issuers, the Administrative Agent may presume that such condition is satisfactory to such Lender or such L/C Issuer unless the Administrative Agent shall have received notice to the contrary from such Lender or such L/C Issuer prior to the making of such Loan or the issuance of such Letter of Credit. The Agents may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by them, and shall not be liable for any action taken or not taken by them in accordance with the advice of any such counsel, accountants or experts.

9.05 Delegation of Duties. The Agents may perform in any and all of their duties and exercise their rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent or the Collateral Agent, as applicable. The Agents and any such sub-agent may perform any and all of their duties and exercise their rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Agents and any such sub-agent, and shall apply to their respective activities as Administrative Agent or Collateral Agent.

9.06 Resignation of Agents. The Agents may at any time give notice of its resignation to the Lenders, the L/C Issuers and the Borrower, including the effective date of such resignation which may be not less than 30 days from the date of such notice. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, with the consent of the Borrower at all times other than during the existence of an Event of Default (which consent shall not be unreasonably withheld or delayed), to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agents give notice of their resignation, then the retiring Agents may on behalf of the Lenders and the L/C Issuers, appoint a successor Administrative Agent and Collateral Agent meeting the qualifications set forth above; provided that if the Agents shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (a) the retiring Agents shall be discharged from their duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Collateral Agent on behalf of the Lenders or the L/C Issuers under any of the Loan Documents, the retiring Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed) and (b) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and each L/C Issuer directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section 9.06. Upon the acceptance of a successor's appointment as Administrative Agent and Collateral Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent and Collateral Agent, and the retiring Administrative Agent and Collateral Agent shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section 9.06). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's or Collateral Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article IX and Section 11.04 shall continue in effect for the benefit of such retiring Administrative Agent and Collateral Agent, their respective sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent and Collateral Agent was acting as Administrative Agent and Collateral Agent.

9.07 Non-Reliance on Agents and Other Lenders. Each Lender and each L/C Issuer acknowledges that it has, independently and without reliance upon the Agents, the Arranger or any other Lender or any of their Related Parties and based on such documents and information as it has deemed

appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and each L/C Issuer also acknowledges that it will, independently and without reliance upon the Agents, the Arranger or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder. Except as provided in Section 9.12, the Agents and the Arranger shall not have any duty or responsibility to provide any Lender with any other credit or other information concerning the affairs, financial condition or business of any Loan Party that may come into the possession of the Agents and the Arranger.

9.08 No Other Duties, Etc. Anything herein to the contrary notwithstanding, no Arranger listed on the cover page hereof shall (i) have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, the Collateral Agent, a Lender or any L/C Issuer hereunder or (ii) any fiduciary relationship with the Lenders, the Borrower or any other Person pursuant to the Loan Documents.

9.09 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the L/C Issuers and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the L/C Issuers and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders, the L/C Issuers and the Administrative Agent under Sections 2.07, and 11.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and each L/C Issuer to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders and the L/C Issuers, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.07 and 11.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or any L/C Issuer any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or any L/C Issuer to authorize the Administrative Agent to vote in respect of the claim of any Lender or any L/C Issuer in any such proceeding.

9.10 Collateral and Guaranty Matters. The Lenders and the L/C Issuers irrevocably authorize the Agents, at their option and in their discretion,

(a) to release any Lien on any property granted to or held by the Collateral Agent under any Loan Document (i) upon termination of the Aggregate Commitments and payment in full of all Obligations (other than contingent indemnification obligations for which no claim has then been asserted) and the expiration or termination of all Letters of Credit, (ii) that is sold or to be sold as part of or in connection with any sale permitted hereunder or under any other Loan Document to a Person that is not a Loan Party, or (iii) if approved, authorized or ratified in writing in accordance with Section 11.01;

(b) to release any Guarantor from its obligations hereunder if such Person ceases to be a Restricted Subsidiary as a result of a transaction permitted hereunder; and

(c) to subordinate any Lien on any property granted to or held by the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 7.01(i).

Upon request by the Agents at any time, the Required Lenders will confirm in writing the Agents' authority to release or subordinate their interest in particular types or items of property, or to release any Guarantor from its obligations hereunder pursuant to this Section 9.10. In each case as specified in this Section 9.10, the Administrative Agent or the Collateral Agent, as applicable, will, at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Collateral Documents or to subordinate its interest in such item, or to release such Guarantor from its obligations hereunder, in each case in accordance with the terms of the Loan Documents and this Section 9.10.

9.11 Notice of Transfer. The Agents may deem and treat a Lender party to this Agreement as the owner of such Lender's portion of the Obligations for all purposes, unless and until, and except to the extent, an Assignment and Assumption shall have become effective as set forth in Section 11.06.

9.12 Reports and Financial Statements. By signing this Agreement, each Lender:

(a) [reserved];

(b) is deemed to have requested that the Administrative Agent furnish such Lender, promptly after they become available, copies of all Borrowing Base Calculations, financial statements required to be delivered by the Borrower hereunder and all collateral field examinations and appraisals of the Collateral received by the Agents (collectively, the "**Reports**"), and the Administrative Agent further agrees to deliver other information delivered pursuant to Section 6.02 upon the reasonable request of such Lender;

(c) expressly agrees and acknowledges that the Agents (i) make no representation or warranty as to the accuracy of the Reports, and (ii) shall not be liable for any information contained in any Report;

(d) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that the Agents or any other party performing any audit or examination will inspect only specific information regarding the Loan Parties and will rely significantly upon the Loan Parties' books and records, as well as on representations of the Loan Parties' personnel;

(e) agrees to keep all Reports confidential in accordance with the provisions of Section 11.07, or use any Report in any other manner; and

(f) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold the Agents and any such other Lender preparing a Report harmless from any action the indemnifying Lender may take or conclusion the indemnifying Lender may reach or draw from any Report in connection with any Credit Extensions that the indemnifying Lender has made or may make to the Borrower, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a Loan or Loans of the Borrower; and (ii) to pay and protect, and indemnify, defend, and hold the Agents and any such other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including attorney costs) incurred by the Agents and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

9.13 Agency for Perfection. Each Lender hereby appoints each other Lender as agent for the purpose of perfecting Liens for the benefit of the Agents and the Lenders, in assets which, in accordance with Article 9 of the UCC or any other applicable Law can be perfected only by possession. Should any Lender (other than the Agents) obtain possession of any such Collateral, such Lender shall notify the Agents thereof, and, promptly upon the Collateral Agent's request therefor shall deliver such Collateral to the Collateral Agent or otherwise deal with such Collateral in accordance with the Collateral Agent's instructions.

9.14 Indemnification of Agents. The Lenders agree to indemnify the Agents (to the extent not reimbursed by the Loan Parties and without limiting the obligations of Loan Parties hereunder), ratably according to their respective Applicable Percentages, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against any Agent in any way relating to or arising out of this Agreement or any other Loan Document or any action taken or omitted to be taken by any Agent in connection therewith; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from such Agent's gross negligence or willful misconduct as determined by a final and nonappealable judgment of a court of competent jurisdiction.

9.15 Withholding Tax. To the extent required by any applicable law, the Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. If the Internal Revenue Service or any other authority of the United States or other jurisdiction asserts a claim that the Agent did not properly withhold Tax from amounts paid to or for the account of any Lender for any reason (including, without limitation, because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Agent of a change in circumstance that rendered the exemption from, or reduction of withholding Tax ineffective), such Lender shall indemnify and hold harmless the Agent (to the extent that the Agent has not already been reimbursed by the Borrower and without limiting the obligation of the Borrower to do so) for all amounts paid, directly or indirectly, by the Agent as Tax or otherwise, including any interest, additions to Tax or penalties thereto, together with all expenses incurred, including legal expenses and any other out-of-pocket expenses, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error.

9.16 Relation Among Lenders. The Lenders are not partners or co-venturers, and no Lender shall be liable for the acts or omissions of, or (except as otherwise set forth herein in case of the Agents) authorized to act for, any other Lender.

9.17 Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of the Plan Asset Regulations or otherwise) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Commitments,

(ii) the prohibited transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable so as to exempt from the prohibitions of ERISA Section 406 and Code Section 4975 such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement and the conditions for exemptive relief thereunder are and will continue to be satisfied in connection therewith,

(iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that none of the Administrative Agent or its Affiliates is a fiduciary with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto).

(c) The Administrative Agent hereby informs the Lenders that each such Person is not undertaking to provide investment advice or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments

with respect to the Loans, the Letters of Credit, the Commitments, this Agreement and any other Loan Documents, (ii) may recognize a gain if it extended the Loans, the Letters of Credit or the Commitments for an amount less than the amount being paid for an interest in the Loans, the Letters of Credit or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

9.18 Erroneous Payments.

(a) Each Lender and L/C Issuer hereby agrees that (x) if the Administrative Agent notifies such Lender or L/C Issuer that the Administrative Agent has determined in its sole discretion that any funds received by such Lender or L/C Issuer from the Administrative Agent or any of its Affiliates (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a "**Payment**") were erroneously transmitted to such Lender or L/C Issuer (whether or not known to such Lender or L/C Issuer), and demands the return of such Payment (or a portion thereof), such Lender or L/C Issuer shall promptly, but in no event later than one (1) Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender or L/C Issuer to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect, and (y) to the extent permitted by applicable law, such Lender or L/C Issuer shall not assert, and hereby waives, as to the Administrative Agent, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Payments received, including without limitation any defense based on "discharge for value" or any similar doctrine. A notice of the Administrative Agent to any Lender or L/C Issuer under this Section 9.18(a) shall be conclusive, absent manifest error.

(b) Each Lender and L/C Issuer hereby further agrees that if it receives a Payment from the Administrative Agent or any of its Affiliates (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Payment (a "**Payment Notice**") or (y) that was not preceded or accompanied by a Payment Notice, it shall be on notice, in each such case, that an error has been made with respect to such Payment. Each Lender and L/C Issuer agrees that, in each such case, or if it otherwise becomes aware a Payment (or portion thereof) may have been sent in error, such Lender or L/C Issuer shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one (1) Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender or L/C Issuer to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(c) The Borrower and each other Loan Party hereby agrees that (x) in the event an erroneous Payment (or portion thereof) are not recovered from any Lender or L/C Issuer that has received such Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Lender or L/C Issuer with respect to such amount and (y) an erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Loan

Party, except, in each case, to the extent such erroneous Payment (or any portion thereof) is, and solely with respect to the amount of such erroneous Payment that is comprised of funds of a Loan Party. Notwithstanding anything to the contrary herein or in any other Loan Document, the provisions of this Section 9.18 relating to Payments (including the preceding two paragraphs and this paragraph) shall not constitute, create or otherwise alter the Obligations on the part of the Loan Parties under the Loan Documents or otherwise.

(d) Each party's obligations under this Section 9.18 shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender or L/C Issuer, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations under any Loan Document.

9.19 Intercreditor Agreement. The parties hereto acknowledge and agree that: (a) in accordance with the Interim Financing Order and any other order of the Bankruptcy Court, the each Agent shall be subject to the terms of the Intercreditor Agreement as if each Agent was a party thereto as an "ABL Agent" (as defined in the Intercreditor Agreement) and (b) each Agent, acting in the capacity as an ABL Agent, is authorized to perform and take or refrain from taking any actions, and providing any consents or directions, in connection with the Intercreditor Agreement.

ARTICLE X CONTINUING GUARANTY

10.01 Guaranty. Each Guarantor hereby absolutely and unconditionally guarantees, as a guaranty of payment and performance and not merely as a guaranty of collection, prompt payment when due, whether at stated maturity, by required prepayment, upon acceleration, demand or otherwise, and at all times thereafter, of any and all of the Obligations, whether for principal, interest, premiums, fees, indemnities, damages, costs, expenses or otherwise, of the Borrower to the Credit Parties, arising hereunder and under the other Loan Documents (including all renewals, extensions, amendments, refinancings and other modifications thereof and all costs, attorneys' fees and expenses incurred by the Credit Parties in connection with the collection or enforcement thereof). The Administrative Agent's books and records showing the amount of the Obligations shall be admissible in evidence in any action or proceeding, and shall be binding upon each Guarantor, and conclusive for the purpose of establishing the amount of the Obligations. This Guaranty shall not be affected by the genuineness, validity, regularity or enforceability of the Obligations or any instrument or agreement evidencing any Obligations, or by the existence, validity, enforceability, perfection, non-perfection or extent of any collateral therefor, or by any fact or circumstance relating to the Obligations which might otherwise constitute a defense to the obligations of any Guarantor under this Guaranty, and each Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to any or all of the foregoing.

Each Qualified ECP Guarantor (including the Borrower) hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of each such Loan Party's obligations (a) in respect of Swap Contracts to which it is a party and (b) under this Guaranty in respect of Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 10.01 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 10.01, or otherwise under this Guaranty, as it relates to such other Loan Party, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section shall remain in full force and effect until the termination of this Guaranty in accordance with Section 10.06 hereof. Each Qualified ECP Guarantor intends that this Section 10.01 constitute, and this Section 10.01 shall be deemed to constitute, a

“keepwell, support, or other agreement” for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

10.02 Rights of Lenders. Each Guarantor consents and agrees that the Credit Parties may, at any time and from time to time, without notice or demand, and without affecting the enforceability or continuing effectiveness hereof: (a) amend, extend, renew, compromise, discharge, accelerate or otherwise change the time for payment or the terms of the Obligations or any part thereof; (b) take, hold, exchange, enforce, waive, release, fail to perfect, sell, or otherwise dispose of any security for the payment of this Guaranty or any Obligations; (c) apply such security and direct the order or manner of sale thereof as the Administrative Agent and the Lenders in their sole discretion may determine; and (d) release or substitute one or more of any endorsers or other guarantors of any of the Obligations. Without limiting the generality of the foregoing, each Guarantor consents to the taking of, or failure to take, any action which might in any manner or to any extent vary the risks of such Guarantor under this Guaranty or which, but for this provision, might operate as a discharge of such Guarantor.

10.03 Certain Waivers. Each Guarantor waives (a) any defense arising by reason of any disability or other defense of the Borrower or any other Guarantor, or the cessation from any cause whatsoever (including any act or omission of any Credit Party) of the liability of the Borrower; (b) any defense based on any claim that such Guarantor’s obligations exceed or are more burdensome than those of the Borrower; (c) the benefit of any statute of limitations affecting such Guarantor’s liability hereunder; (d) any right to proceed against the Borrower, proceed against or exhaust any security for the Obligations, or pursue any other remedy in the power of any Credit Party whatsoever; (e) any benefit of and any right to participate in any security now or hereafter held by any Credit Party; and (f) to the fullest extent permitted by law, any and all other defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties. Each Guarantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Obligations, and all notices of acceptance of this Guaranty or of the existence, creation or incurrence of new or additional Obligations. As provided below, this Guaranty shall be governed by, and construed in accordance with, the laws of the State of New York.

10.04 Obligations Independent. The obligations of each Guarantor hereunder are those of primary obligor, and not merely as surety, and are independent of the Obligations and the obligations of any other guarantor, and a separate action may be brought against each Guarantor to enforce this Guaranty whether or not the Borrower or any other person or entity is joined as a party.

10.05 Subrogation. No Guarantor shall exercise any right of subrogation, contribution, indemnity, reimbursement or similar rights with respect to any payments it makes under this Guaranty until all of the Obligations (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement) and any amounts payable under this Guaranty have been paid and performed in full and the Commitments and the Facility are terminated. If any amounts are paid to any Guarantor in violation of the foregoing limitation, then such amounts shall be held in trust for the benefit of the Credit Parties and shall forthwith be paid to the Credit Parties to reduce the amount of the Obligations, whether matured or unmatured.

10.06 Termination; Reinstatement. This Guaranty is a continuing and irrevocable guaranty of all Obligations now or hereafter existing and shall remain in full force and effect until all Obligations and any other amounts payable under this Guaranty are paid in full in cash (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement) and the Commitments and the Facility with respect to the Obligations are terminated. Notwithstanding the foregoing, this Guaranty shall continue in full force and effect or be revived, as the case may be, if any payment by or on

behalf of the Borrower or any Guarantor is made, or any of the Credit Parties exercises its right of setoff, in respect of the Obligations and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by any of the Credit Parties in their discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Laws or otherwise, all as if such payment had not been made or such setoff had not occurred and whether or not the Credit Parties are in possession of or have released this Guaranty and regardless of any prior revocation, rescission, termination or reduction. The obligations of each Guarantor under this paragraph shall survive termination of this Guaranty.

10.07 Subordination. Each Guarantor hereby subordinates the payment of all obligations and indebtedness of the Borrower owing to such Guarantor, whether now existing or hereafter arising, including but not limited to any obligation of the Borrower to any Guarantor as subrogee of the Credit Parties or resulting from such Guarantor's performance under this Guaranty, to the indefeasible payment in full in cash of all Obligations (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement). If the Credit Parties so request, any such obligation or indebtedness of the Borrower to any Guarantor shall be enforced and performance received by such Guarantor as trustee for the Credit Parties and the proceeds thereof shall be paid over to the Credit Parties on account of the Obligations, but without reducing or affecting in any manner the liability of such Guarantor under this Guaranty.

10.08 Stay of Acceleration. If acceleration of the time for payment of any of the Obligations is stayed, in connection with any case commenced by or against any Guarantor or the Borrower under any Debtor Relief Laws, or otherwise, all such amounts shall nonetheless be payable by such Guarantor immediately upon demand by the Credit Parties.

10.09 Condition of Borrower. Each Guarantor acknowledges and agrees that it has the sole responsibility for, and has adequate means of, obtaining from the Borrower and any other guarantor such information concerning the financial condition, business and operations of the Borrower and any such other Guarantor as such Guarantor requires, and that none of the Credit Parties has any duty, and such Guarantor is not relying on the Credit Parties at any time to disclose to such Guarantor any information relating to the business, operations or financial condition of the Borrower or any other Guarantor (such Guarantor waiving any duty on the part of the Credit Parties to disclose such information and any defense relating to the failure to provide the same).

ARTICLE XI MISCELLANEOUS

11.01 Amendments, Etc. Subject to Section 3.02, no amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders and the Borrower or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall:

(a) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02) without the written consent of such Lender (it being understood that the waiver of any mandatory prepayment shall not constitute an extension or increase of any Commitment of any Lender);

(b) postpone any date fixed by this Agreement or any other Loan Document for (i) any payment of principal, interest, fees or other amounts due to the Lenders (or any of them) hereunder or under any of the other Loan Documents without the written consent of each Lender entitled to such payment (it being understood that the waiver of or amendment to the terms of any mandatory prepayment of the Loans shall not constitute a postponement of any date scheduled for the payment of principal or interest, or (ii) any scheduled or mandatory reduction of the Aggregate Commitments hereunder or under any other Loan Document without the written consent of each Lender;

(c) reduce the principal of, or the rate of interest specified herein on, any Loan or Letter of Credit Disbursements, or (subject to clause (iv) of the second proviso to this Section 11.01) any fees or other amounts payable hereunder or under any other Loan Document, without the written consent of each Lender entitled to such amount; provided, however, that only the consent of the Required Lenders shall be necessary to amend the definition of “Default Rate” or to waive any obligation of the Borrower to pay interest or Letter of Credit Fees at the Default Rate; provided further, however, changes to interest rates arising from changes to the definition of Borrowing Base shall be governed by clause (i) below;

(d) change Section 2.13 or Section 8.03 in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender;

(e) change any provision of this Section 11.01 or the definition of “Required Lenders” or “Supermajority Lenders” or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender (other than any Defaulting Lender);

(f) except as expressly permitted hereunder, release, or limit the liability of, any Loan Party without the written consent of each Lender (other than any Defaulting Lender);

(g) except for releases of Collateral in accordance with the provisions of Section 9.10 hereof (in which case, such release may be made by the Administrative Agent acting alone), release all or substantially all of the Collateral from the Liens of the Collateral Documents in any transaction or series of related transactions, without the written consent of each Lender (other than any Defaulting Lender);

(h) increase the Aggregate Commitments without the written consent of each Lender (other than any Defaulting Lender);

(i) change the definition of the term “Borrowing Base” or any component definition thereof if as a result thereof the amounts available to be borrowed by the Borrower would be increased, without the written consent of the Supermajority Lenders, provided that the foregoing shall not limit the discretion of the Administrative Agent to change, establish or eliminate any Reserves without the consent of any Lender;

(j) modify the definition of Permitted Overadvance so as to increase the amount thereof or, except as provided in such definition, the time period for a Permitted Overadvance without the written consent of the Supermajority Lenders;

(k) except as provided in Section 9.10(c), subordinate the Obligations hereunder or the Liens granted hereunder or under the other Loan Documents, to any other Indebtedness or Lien, as the case may be without the written consent of each Lender (other than any Defaulting Lender);

(l) modify this Section 11.01 or Section 8.03 without the written consent of each Lender (other than any Defaulting Lender);

and provided further, that (i) no amendment, waiver or consent shall, unless in writing and signed by the L/C Issuers in addition to the Lenders required above, affect the rights or duties of the L/C Issuers under this Agreement or any Issuer Document relating to any Letter of Credit issued or to be issued by it; (ii) no amendment, waiver or consent shall, unless in writing and signed by the Swing Line Lender in addition to the Lenders required above, affect the rights or duties of the Swing Line Lender under this Agreement; (iii) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document; (iv) no amendment, waiver or consent shall, unless in writing and signed by the Collateral Agent in addition to the Lenders required above, affect the rights or duties of the Collateral Agent under this Agreement or any other Loan Document; and (v) each Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto.

If any Lender does not consent to a proposed amendment, waiver, consent or release with respect to any Loan Document that requires the consent of each Lender or Supermajority Lenders and that has been approved by the Required Lenders, the Borrower may replace such non-consenting Lender in accordance with Section 11.13; provided that such amendment, waiver, consent or release can be effected as a result of the assignment contemplated by such Section (together with all other such assignments required by the Borrower to be made pursuant to this paragraph).

Notwithstanding anything to the contrary contained in this Section 11.01, if the Administrative Agent and the Borrower shall have jointly identified an obvious error (including, but not limited to, an incorrect cross-reference) or any error or omission of a technical or immaterial nature, in each case, in any provision of any Loan Document, then the Administrative Agent and/or the Collateral Agent (acting in their sole discretion) and the Borrower or any other relevant Loan Party shall be permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party to any Loan Document.

11.02 Notices; Effectiveness; Electronic Communications.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to Holdings, the Borrower, any Loan Party, the Administrative Agent, the Collateral Agent, the L/C Issuers or the Swing Line Lender to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 11.02; and

(ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in subsection (b) below shall be effective as provided in such subsection (b).

(b) Electronic Communications. The Administrative Agent and each of its Affiliates is authorized to transmit, post or otherwise make or communicate, in its sole discretion (but shall not be required to do so), by Approved Electronic Communications in connection with this Agreement or any other Loan Document and the transactions contemplated therein. The Administrative Agent is hereby authorized to establish procedures to provide access to and to make available or deliver, or to accept, notices, documents and similar items by posting to ABLSoft. All uses of ABLSoft and other Approved Electronic Communications shall be governed by and subject to, in addition to the terms of this Agreement, the separate terms, conditions and privacy policy posted or referenced in such system (or such terms, conditions and privacy policy as may be updated from time to time, including on such system) and any related contractual obligations executed by the Administrative Agent and Loan Parties in connection with the use of such system. Each of the Loan Parties, the Lenders and the Administrative Agent hereby acknowledges and agrees that the use of ABLSoft and other Approved Electronic Communications is not necessarily secure and that there are risks associated with such use, including risks of interception, disclosure and abuse and each indicates it assumes and accepts such risks by hereby authorizing the Administrative Agent and each of its Affiliates to transmit Approved Electronic Communications. ABLSoft and all Approved Electronic Communications shall be provided “as is” and “as available”. None of the Administrative Agent or any of its Affiliates or related persons warrants the accuracy, adequacy or completeness of ABLSoft or any other electronic platform or electronic transmission and disclaims all liability for errors or omissions therein. No warranty of any kind is made by the Administrative Agent or any of its Affiliates or related persons in connection with ABLSoft or any other electronic platform or electronic transmission, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects. The Borrower and each other Loan Party executing this Agreement agrees that the Administrative Agent has no responsibility for maintaining or providing any equipment, software, services or any testing required in connection with ABLSoft, any Approved Electronic Communication or otherwise required for ABLSoft or any Approved Electronic Communication. Prior to the Closing Date, the Borrower shall deliver to the Administrative Agent a complete and executed client user form regarding the Borrower’s use of ABLSoft. No Approved Electronic Communications shall be denied legal effect merely because it is made electronically. Approved Electronic Communications that are not readily capable of bearing either a signature or a reproduction of a signature may be signed, and shall be deemed signed, by attaching to, or logically associating with such Approved Electronic Communication, an E-Signature, upon which the Administrative Agent and the Loan Parties may rely and assume the authenticity thereof. Each Approved Electronic Communication containing a signature, a reproduction of a signature or an E-Signature shall, for all intents and purposes, have the same effect and weight as a signed paper original. Each E-Signature shall be deemed sufficient to satisfy any requirement for a “signature” and each Approved Electronic Communication shall be deemed sufficient to satisfy any requirement for a “writing”, in each case including pursuant to this Agreement, any other Loan Document, the UCC, the Federal Uniform Electronic Transactions Act, the Electronic Signatures in Global and National Commerce Act and any substantive or procedural law governing such subject matter. Each party or beneficiary hereto agrees not to contest the validity or enforceability of an Approved Electronic Communication or E-Signature under the provisions of any applicable law requiring certain documents to be in writing or signed; provided, that nothing herein shall limit such party's or beneficiary's right to contest whether an Approved Electronic Communication or E-Signature has been altered after transmission.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender’s receipt of an acknowledgement from the intended recipient (such as by the “return receipt requested” function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient

at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE.” THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the “**Agent Parties**”) have any liability to Holdings or any of its Subsidiaries, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower’s or the Administrative Agent’s transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to Holdings or any of its Subsidiaries, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Borrower, any other Loan Party, and the Administrative Agent may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the Borrower, the Administrative Agent, the L/C Issuers and the Swing Line Lender. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the “Private Side Information” or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender’s compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the “Public Side Information” portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities laws.

(e) Reliance by Administrative Agent and Lenders. The Administrative Agent, the Collateral Agent, the L/C Issuers, the Swing Line Lender and the Lenders shall be entitled to rely and act upon any notices (including telephonic Notice of Borrowings) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent, the Collateral Agent, the L/C Issuers, the Swing Line Lender, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

11.03 No Waiver; Cumulative Remedies. No failure by any Lender, any L/C Issuer, the Administrative Agent or the Collateral Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

11.04 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Loan Parties shall pay all Credit Party Expenses within ten (10) Business Days after receipt of an invoice therefor.

(b) Indemnification by the Loan Parties. The Loan Parties shall indemnify the Administrative Agent (and any sub-agent thereof), the Collateral Agent, the Arranger, the joint bookrunning managers, each Lender, each L/C Issuer and each Related Party of any of the foregoing Persons (each such Person being called an “**Indemnitee**”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the reasonable and documented in reasonable detail fees, charges and disbursements of one counsel to all Indemnities taken as a whole and, if reasonably necessary, a single local counsel for all Indemnities taken as a whole in each relevant jurisdiction material to the interests of the Lenders, in each case, selected by the Administrative Agent and solely in the case of an actual conflict of interest between Indemnities where the Indemnities affected by such conflict inform the Borrower of such conflict, one additional counsel in each relevant jurisdiction material to the interest of the Lenders to each group of affected Indemnities taken as a whole) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any other Loan Party arising out of, in connection with, or as a result of (i) the preparation, execution, delivery or administration of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby or any amendment or waiver with respect hereto or thereto, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by any L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or Release or threat of Release of Hazardous Materials, at, under, on or from any property or facility currently or formerly owned, leased or operated by Holdings or any of its Subsidiaries, or any Environmental Liability related in any way to Holdings or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee (y) result from a claim brought by the Borrower or any other Loan Party against an Indemnitee for breach in bad faith of such Indemnitee’s obligations hereunder or under any other Loan Document, if the Borrower or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction, or (z) result from the presence, Release or threat of Release of Hazardous Materials or violations of Environmental Laws first occurring or first existing after completion of the foreclosure upon the Collateral, granting of a deed-in-lieu of foreclosure with respect to the Collateral or similar transfer of title or possession of the Collateral, unless such presence, release or violation is actually caused by any

Loan Party or any Subsidiary thereof. This Section 11.04(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims or damages arising from any non-Tax claim.

(c) Reimbursement by Lenders. To the extent that the Borrower for any reason fails to pay any amount required under subsection (a) or (b) of this Section to be paid by it to the Agents (or any sub-agent thereof), the Swing Line Lender, the L/C Issuers or any Related Party of any of the foregoing, each Lender (other than the Swing Line Lender in its capacity as such) severally agrees to pay to the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender, the L/C Issuers or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender or L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or the Collateral Agent in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.12(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, the Loan Parties shall not assert, and hereby waive, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Payments. All amounts due under this Section shall be payable not later than ten Business Days after receipt of an invoice or demand therefor.

(f) Survival. The agreements in this Section shall survive the resignation of the Agents, the Swing Line Lender and the L/C Issuers, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

11.05 Payments Set Aside. To the extent that any payment by or on behalf of any of the Loan Parties is made to the Administrative Agent, any L/C Issuer or any Lender, or the Administrative Agent, any L/C Issuer or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent, such L/C Issuer or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and each L/C Issuer severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Effective Rate from time to time in effect. The obligations of the Lenders and the L/C Issuers under

clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

11.06 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of Section 11.06(b), (ii) by way of participation in accordance with the provisions of Section 11.06(d), or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 11.06(f) (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the L/C Issuers and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment(s) and the Loans (including for purposes of this Section 11.06(b), participations in L/C Obligations and in Swing Line Loans) at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than \$1.0 million (and in integral multiples of \$1.0 million in excess thereof) and after giving effect thereto, the assigning Lender shall hold a Commitment of at least \$1.0 million, unless, in each case, each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met;

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this

Agreement with respect to the Loans or the Commitment assigned, except that (A) this clause (ii) shall not apply to the Swing Line Lenders' rights and obligations in respect of Swing Line Loans and (B) this clause (ii) shall not limit the right of a Lender to assign all or any portion of its Commitment;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by subsection (b)(i)(B) of this Section and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; and

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of (1) any Commitment if such assignment is to a Person that is not a Lender with a Commitment, an Affiliate of Lender or an Approved Fund with respect to such Lender or (2) any Loan to a Person that is not a Lender, an Affiliate of a Lender or an Approved Fund;

(C) the consent of the L/C Issuers (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Letters of Credit (whether or not then outstanding); and

(D) the consent of the Swing Line Lender (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Swing Line Loans (whether or not then outstanding).

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of \$3,500; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire and any Tax forms required by Section 3.01(g), Section 3.01(h) or Section 3.01(i);

(v) No Assignment to Borrower. No such assignment shall be made to the Borrower or any of the Borrower's Affiliates or Subsidiaries; and

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural person.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of

Sections 3.01, 3.03, and 11.04 with respect to facts and circumstances occurring prior to the effective date of such assignment). Upon request, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 11.06(d).

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal and interest amounts of the Loans (and whether such Loan is a Committed Loan or a Swing Line Loan, as applicable) owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary.

The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "**Participant**") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, including, for avoidance of doubt, any indemnification obligation with respect to the participated interest, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in clauses (a), (b), (c), (f) and (g) in the first proviso to Section 11.01 that affects such Participant. Subject to subsection (e) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Section 3.01 and Section 3.03 (provided such Participant agrees to be subject to the limitations and requirements therein as though it were a Lender (it being understood that the documentation required under Section 3.01(g), Section 3.01(h) and Section 3.01(i) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 11.06(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 11.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.11 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal and interest amount of each Participant's interest in the Loans held by it (the "**Participant Register**"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under the Loan Documents) except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive, absent manifest error, and such Lender shall treat each Person

whose name is recorded in the Participant Register as the owner of such Loan or other obligation hereunder as the owner thereof for all purposes of this Agreement notwithstanding any notice to the contrary.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.03 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant except to the extent that such entitlement to any greater payment results from any Change in Law after the Participant becomes a Participant, or the sale of the participation to such Participant is made with the Borrower's prior written consent.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a FRB or any central bank having jurisdiction over such Lender; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Electronic Execution of Assignments. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(h) Resignation as L/C Issuer or Swing Line Lender After Assignment. Notwithstanding anything to the contrary contained herein, if at any time Eclipse (together with its affiliates) assigns all of its Commitment and Loans pursuant to subsection (b) above, Eclipse may, (i) upon 30 days' notice to the Borrower and the Lenders, resign as L/C Issuer and/or (ii) upon 30 days' notice to the Borrower, resign as Swing Line Lender. In the event of any such resignation as L/C Issuer or Swing Line Lender, the Borrower shall be entitled to appoint from among the Lenders a successor L/C Issuer or Swing Line Lender hereunder; provided, however, that no failure by the Borrower to appoint any such successor shall affect the resignation of Eclipse as L/C Issuer or Swing Line Lender, as the case may be. If Eclipse resigns as L/C Issuer, it shall retain all the rights, powers, privileges and duties of the L/C Issuers hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Lenders to make Base Rate Committed Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.03). If Eclipse resigns as Swing Line Lender, it shall retain all the rights of the Swing Line Lender provided for hereunder with respect to Swing Line Loans made by it and outstanding as of the effective date of such resignation, including the right to require the Lenders to make Base Rate Committed Loans or fund risk participations in outstanding Swing Line Loans pursuant to Section 2.04(c). Upon the appointment of a successor L/C Issuer and/or Swing Line Lender, (A) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer or Swing Line Lender, as the case may be, and (B) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to Eclipse to effectively assume the obligations of Eclipse with respect to such Letters of Credit.

11.07 Treatment of Certain Information; Confidentiality. Each of the Administrative Agent, the Lenders and the L/C Issuers agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed

to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 11.07, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, or (iii) any funding or financing source of any Lender, (g) with the consent of the Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 11.07 or (ii) becomes available to the Administrative Agent, any Lender, any L/C Issuer or any of their respective Affiliates on a non-confidential basis from a source other than the Borrower.

For purposes of this Section, “**Information**” means all information received from any Loan Party or any Subsidiary thereof relating to any Loan Party or any Subsidiary thereof or their respective businesses, operations, assets and related matters, other than any such information that is available to the Administrative Agent, any Lender or any L/C Issuer on a non-confidential basis prior to disclosure by any Loan Party or any Subsidiary thereof, provided that, in the case of information received from a Loan Party or any such Subsidiary after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Administrative Agent, the Lenders and the L/C Issuers acknowledges that (A) the Information may include material non-public information concerning Holdings or a Subsidiary, as the case may be, (B) it has developed compliance procedures regarding the use of material non-public information and (C) it will handle such material non-public information in accordance with applicable Law, including Federal and state securities Laws.

11.08 Right of Setoff. Subject to the Financing Orders and the Intercreditor Agreement, if an Event of Default shall have occurred and be continuing, each Credit Party and each of its respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to setoff and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Credit Party or any such Affiliate to or for the credit or the account of the Borrower or any other Loan Party against any and all of the obligations of the Borrower or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Credit Party, irrespective of whether or not such Credit Party shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Credit Party different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each Credit Party and their respective Affiliates under this Section 11.08 are in addition to other rights and remedies (including other rights of setoff) that such Credit Party or their respective Affiliates may have. Each Credit Party agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

11.09 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum

rate of non-usurious interest permitted by applicable Law (the “**Maximum Rate**”). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

11.10 Counterparts; Integration; Effectiveness.

(a) This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) Delivery of an executed counterpart of a signature page of (x) this Agreement, (y) any other Loan Document and/or (z) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 11.02), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an “Ancillary Document”) that is an Electronic Signature transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Loan Document or such Ancillary Document, as applicable. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement, any other Loan Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Borrower or any other Loan Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, the Borrower and each Loan Party hereby (A) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders, the Borrower and the Loan Parties, Electronic Signatures transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (B) the Administrative

Agent and each of the Lenders may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (C) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (D) waives any claim against the Administrative Agent, any Lender, any L/C Issuer and any Related Party of any of the foregoing Persons for any losses, claims, damages, liabilities and related expenses arising solely from the Administrative Agent's and/or any Lender's reliance on or use of Electronic Signatures and/or transmissions by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any losses, claims, damages, liabilities and related expenses arising as a result of the failure of the Borrower and/or any Loan Party to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

11.11 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Obligation (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement) shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

11.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11.13 Replacement of Lenders. (a) If any Lender requests compensation under Section 3.03, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or (b) if any Lender is a Defaulting Lender, or (c) if in connection with a proposed amendment, modification, waiver, or consent with respect to any of the provisions hereof as contemplated by Section 11.01, the consent of the Required Lenders shall have been obtained but the consent of one or more of such other Lenders whose consent is required shall not have been obtained, or (d) if any other circumstance exists hereunder that gives the Borrower the right to replace a Lender as a party hereto, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 11.06), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(a) the Borrower shall have paid to the Administrative Agent the assignment fee specified in Section 11.06(b);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and Letter of Credit Exposure, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.03 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter; and

(d) such assignment does not conflict with applicable Laws.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

11.14 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE, REGARDLESS OF LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

(b) SUBMISSION TO JURISDICTION. EACH LOAN PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT AND, SOLELY TO THE EXTENT THAT THE BANKRUPTCY COURT DOES NOT HAVE, OR ABSTAINS FROM, JURISDICTION OVER ANY MATTER, ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN BOROUGH OF MANHATTAN, IN THE CITY OF NEW YORK (OR ANY APPELLATE COURT THEREFROM) IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN THE BANKRUPTCY COURT OR SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY CREDIT PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH OF THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT

REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

11.15 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

11.16 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower and Holdings each acknowledge and agree, and acknowledge their respective Affiliates' understanding, that: (a) the arranging and other services regarding this Agreement provided by the Administrative Agent, the Arranger and the Lenders are arm's-length commercial transactions between the Borrower, Holdings and their respective Affiliates, on the one hand, and the Administrative Agent, the Arranger and the Lenders, on the other hand, (b) each of the Borrower and Holdings and each other Loan Party has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (c) the Borrower and Holdings and each other Loan Party is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (d) the Administrative Agent, each Arranger and each Lender each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower, Holdings or any of their respective Affiliates, or any other Person and (e) neither the Administrative Agent nor the Arranger or any Lender has any obligation to the Borrower, Holdings or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (f) the Administrative Agent, the Arranger and the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, Holdings and their respective Affiliates, and neither the Administrative Agent nor the Arranger or the Lenders have any obligation to disclose any of such interests to the Borrower, Holdings and their respective Affiliates. To the fullest extent permitted by law, each of the Borrower and Holdings hereby waives and releases any claims that it may have against the Administrative Agent, the Arranger and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

11.17 USA PATRIOT Act Notice. Each Lender that is subject to the USA PATRIOT Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record

information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the USA PATRIOT Act. No part of the proceeds of the Loans will be used by the Loan Parties, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

11.18 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

11.19 Attachments. The exhibits, schedules and annexes attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

11.20 Intercreditor Agreement; Financing Orders. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement or the other Loan Documents and the exercise of any right or remedy by the Collateral Agent hereunder or under the other Loan Documents are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control. To the extent that any specific provision of this Agreement or any of the other Loan Documents is inconsistent with any of the Financing Orders, the terms of the Financing Orders shall govern and control.

11.21 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

11.22 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Contracts or any other agreement or instrument that is a QFC (such support “**QFC Credit Support**” and each such QFC a “**Supported QFC**”), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the “**U.S. Special Resolution Regimes**”) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a “**Covered Party**”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

BORROWER:

THE CONTAINER STORE, INC.

By: _____

Name:

Title:

HOLDINGS:

THE CONTAINER STORE GROUP, INC.

By: _____

Name:

Title:

SUBSIDIARY GUARANTORS:

TCS GIFT CARD SERVICES, LLC

By: _____

Name:

Title:

C STUDIO MANUFACTURING INC.

By: _____

Name:

Title:

C STUDIO MANUFACTURING LLC

By: _____

Name:

Title:

**ADMINISTRATIVE AGENT AND
COLLATERAL AGENT:
ECLIPSE BUSINESS CAPITAL LLC**

By: _____
Name:
Title:

**LENDER:
ECLIPSE BUSINESS CAPITAL SPV, LLC**

By: _____
Name:
Title:

Schedule 2.01

Commitments

<u>Lender</u>	<u>Commitment</u>	<u>Applicable Percentage</u>
Eclipse Business Capital SPV, LLC	\$140,000,000	100%
TOTAL:	\$140,000,000	100%

Schedule 6.02(c)

The Borrower shall provide the Administrative Agent with the information set forth below at the following times (all in a format provided by, or acceptable to, the Administrative Agent):

<p>Monthly (no later than 25 days after the end of each month); <u>provided</u>, that during an Enhanced Collateral Trigger Event, such items shall be delivered weekly (no later than the 3rd Business Day of each week), or more frequently if the Administrative Agent requests</p> <p>(To be delivered electronically utilizing the Borrowing Base portal in ABLSoft)</p>	<p>(a) A summary and a detailed aging, by total, of the Borrower's Accounts, together with an Account roll-forward and Cash Reconciliation Form with supporting details supplied from sales journals, collection journals, credit registers and any other records, with respect to the Borrower's Accounts and Credit Card Receivables, along with a Client/Customer Master List.</p> <p>(b) A summary aging, by vendor, of each Loan Party's accounts payable (identifying therein any held and/or outstanding checks).</p> <p>(c) A detailed calculation of the Credit Card Receivables of the Borrower that are not eligible for the Borrowing Base.</p> <p>(d) Notice of all claims, offsets, or disputes asserted by Account Debtors with respect to the Borrower's Accounts.</p> <p>(e) An Inventory Detail report with respect to the Borrower's Inventory, including a listing by category and location of Inventory, with backup acceptable to the Administrative Agent.</p> <p>(f) A detailed calculation of Inventory of the Borrower that is not eligible for the Borrowing Base.</p>
<p>Monthly (no later than 25 days after the end of each month)</p> <p>(To be delivered electronically utilizing the Borrowing Base portal in ABLSoft)</p>	<p>(g) A summary and a detailed aging, by total, of the Borrower's Accounts and Credit Card Receivables, together with reconciliation to the weekly Borrowing Base submitted closest to such date and support documentation for any reconciling items noted.</p> <p>(h) A summary aging, by vendor, of each Loan Party's accounts payable and a listing by vendor, of any held and/or outstanding checks.</p> <p>(i) A monthly Account roll-forward with respect to Borrower's Accounts and Credit Card Receivables tied to the beginning and ending Account and Credit Card Receivables balances of the Borrower's month-end accounts receivable aging.</p> <p>(j) A reconciliation of Accounts summary aging and trade accounts payable summary aging to each of (i) the Borrower's general ledger, and (ii) their monthly financial statements including any book reserves related to each category (using the Month End Reconciliation Form).</p> <p>(k) A reconciliation of the Inventory perpetual report with respect to the Borrower's Inventory to each of (i) the Borrower's general ledger, (ii) their monthly financial statements including any book reserves related thereto and (iii) the Borrowing Base submitted closest to such date, together with support documentation for any reconciling items noted (using the Month End Reconciliation Form).</p> <p>(l) A reconciliation of the loan statement provided to the Borrower by the Administrative Agent for such month to each of (i) the Borrower's general</p>

	<p>ledger, (ii) their monthly financial statements and (iii) the Borrowing Base submitted closest to such date, together with support documentation for any reconciling items noted (using the Month End Reconciliation Form).</p> <p>(m) A Borrowing Base Calculation.</p>
<p>Bi-Annually (in January and in July of each calendar year, starting July, 2025)</p>	<p>(n) A detailed list of each Loan Party's vendors, with address and contact information.</p>

Schedule 11.02

Administrative Agent & Collateral Agent's Notice Address:

ECLIPSE BUSINESS CAPITAL LLC,
as Administrative Agent
333 W Wacker Suite 950
Chicago, IL 60606
Attention: Jim Gurgone
Email: jgurgone@eclipsebuscap.com

with a copy to (which shall not constitute notice):

RIEMER & BRAUNSTEIN, LLP
100 Cambridge Street, 22nd Floor
Boston, MA 02114
Attention: Donald Rothman
Email: drothman@riemerlaw.com

Administrative Agent's Account:

Wells Fargo Bank, National Association and its affiliates
Account Name: Eclipse Business Capital SPV, LLC
Account # 4943951905
ABA Routing # 121000248
Reference: Container Store

Loan Parties' Notice Address:

THE CONTAINER STORE, INC.
500 Freeport Parkway
Coppell, TX 75019
Attention: Legal – Tasha Grinnell, Treasury – Maria Thereza Neisler
Email: legalreview@containerstore.com and credit@containerstore.com

with a copy (which shall not constitute notice) to:

LATHAM & WATKINS LLP
355 S Grand Ave
Los Angeles, CA 90071
Attention: Elizabeth Oh; Benjamin Gelfand
Email: elizabeth.oh@lw.com; benjamin.gelfand@lw.com

EXHIBIT B
Exit Facility Term Sheet
(see attached)

Proposed Exit Revolving Facility Terms

Overview of Facility & Pricing	
<u>Borrower:</u>	The Container Store, Inc., a Texas corporation (“Borrower” or the “Company”).
<u>Guarantees:</u>	EBC will receive the corporate guarantee of The Container Store Group, Inc., a Delaware corporation (“Holdings”) and all domestic subsidiaries of the Company (such entities, the “Guarantors” and together with the Borrower, the “Loan Parties”). For the avoidance of doubt, no foreign subsidiaries of the Company shall be guarantors, and such subsidiaries may continue to maintain their own working capital facilities.
<u>Lenders:</u>	Eclipse Business Capital LLC. and its affiliates (“EBC”).
<u>Agent:</u>	EBC
<u>Purpose:</u>	<p>EBC is providing the Company with a senior secured debtor-in-possession revolving credit facility (the “DIP Revolving Facility”), to support Holdings’ restructuring under the Plan of Reorganization (as defined in the Commitment Letter to which this term sheet is attached), the terms of which are outlined in the Transaction Support Agreement (as defined in the Commitment Letter to which this term sheet is attached) (the “TSA” and the transactions contemplated therein, the “Transactions”) in one or more cases (the “Chapter 11 Cases”) to be commenced in the U.S. Bankruptcy Court, Southern District of Texas (the “Bankruptcy Court”).</p> <p>This senior secured exit revolving credit facility (the “Exit Revolving Facility”) will be utilized to (a) refinance or replace the DIP Revolving Facility (as defined in the Commitment Letter to which this term sheet is attached) upon the Loan Parties’ emergence from the Chapter 11 Cases pursuant to the terms of the Plan of Reorganization, (b) pay fees and expenses related to this transaction and the Chapter 11 Cases, (c) satisfy ongoing capital expenditures, and (d) provide for the ongoing working capital needs of the Company and its subsidiaries post-emergence.</p>
<u>Revolving Credit Facility:</u>	<p>An Exit Revolving Facility of up to one hundred forty million dollars (\$140,000,000), based on advance rates of up to:</p> <ul style="list-style-type: none"> (i) Eighty-five percent (85%) against eligible trade accounts receivable (assuming dilution under five percent {5%} of sales), <i>plus</i> (ii) One Hundred percent (100%) against eligible credit card account receivables, <i>plus</i> (iii) One Hundred percent (100%) against the appraised Net Orderly Liquidation Value of all eligible inventory, subject to an inventory sublimit to be determined, <i>less</i> (iv) reserves.

	<p>The Exit Revolving Facility will include a letter of credit (“LOC”) sub-limit of not more than fifteen million dollars (\$15,000,000), with any such LOCs to be arranged by EBC with an institution determined by EBC, in its reasonable discretion, and otherwise subject to the terms and provisions of the Exit Credit Agreement (defined below).</p> <p>Eligibility criteria of accounts receivable and inventory shall be determined as provided in the credit agreement memorializing the DIP Revolving Facility (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “DIP Credit Agreement”), or, if not provided for in the DIP Credit Agreement, such other customary eligibility criteria as are reasonably acceptable to the Borrower and EBC.</p>
<p><u>Term:</u></p>	<p>Closing under the Exit Revolving Facility shall take place upon the occurrence of the “effective date” under the Plan of Reorganization; all obligations under the Exit Revolving Facility shall mature three (3) years from the Exit Closing Date (as defined below) and shall be fully due and payable at such time (or, with respect to the LOCs, cash collateralized, backstopped or otherwise addressed in a manner reasonably acceptable to EBC and the issuing bank).</p>
<p><u>Interest Rates:</u></p>	<p>Loans under the Exit Revolving Facility would be made available at Term SOFR, plus four and one-quarter percent (4.25%), payable monthly.</p> <p>“Term SOFR” means the rate per annum equal to Term SOFR; provided that if Term SOFR as so determined shall ever be less than 2.00%, then Term SOFR shall be 2.00%.</p> <p>“Term SOFR” means the forward-looking term rate based on SOFR, for a tenor of one month, published by the Term SOFR Administrator two business days prior to any day of determination.</p> <p>“SOFR” means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.</p> <p>“SOFR Administrator” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).</p> <p>“Term SOFR Administrator” means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of Term SOFR).</p> <p>All interest rates are on a per annum basis, payable monthly. To the extent cash dominion is in effect and funds are being swept to EBC, Borrower will receive credit for lockbox or controlled account collections two (2) business day after EBC's receipt of good funds. Notwithstanding the foregoing, for availability purposes, collections will be deemed available to Borrower on the same date that they are received by EBC. Interest will</p>

	be calculated based on a year of 360 days for the actual number of days elapsed.
<u>Default Rates:</u>	Default interest at 2.00% above the rate otherwise applicable.
<u>Closing Fee:</u>	A closing fee (“Closing Fee”) of one-quarter of one percent (0.25%) of the commitment amount, which shall be payable at the initial funding of the Exit Revolving Facility and treated as creating original issue discount on the loans for US federal income tax purposes consistent with Treasury Reg. section 1.1273-2(g)(2).
<u>Unused Line Fee:</u>	An unused line fee (“Unused Line Fee”) one-half of one percent (0.50%) of the average unused portion of the maximum commitment amount. The Unused Line Fee shall be payable monthly in arrears, commencing on the first business day of the first month beginning after the Exit Closing Date, the first business day of each month during the term of the Exit Revolving Facility thereafter, and the Maturity Date.
<u>Other Fees:</u>	A collateral monitoring fee (“Collateral Monitoring Fee”) equal to ten thousand dollars (\$10,000) for each month, or part thereof, commencing on the first business day of the first month beginning after the Exit Closing Date and the first business day of each month during the term of the Exit Revolving Facility thereafter.
<u>Prepayment Fee:</u>	<p>To the extent commitments under the Exit Revolving Facility are terminated by the Company, in addition to repaying the outstanding loans, accrued interest and other amounts due thereunder, the Company shall also pay a prepayment fee of:</p> <ul style="list-style-type: none"> • 3% of the aggregate amount of terminated commitments under the Exit Revolving Facility through Year 1. • 2% of the aggregate amount of terminated commitments under the Exit Revolving Facility through Year 2. • 1% of the aggregate amount of terminated commitments under the Exit Revolving Facility through Year 3.
<u>Field Examination Expenses:</u>	During the term of the Exit Revolving Facility, Borrower will be charged for field examination person days at the then existing market-rate as determined by EBC, plus all out-of-pocket expenses.
Security	
<u>Security; Collateral:</u>	The Exit Revolving Facility shall be secured by liens and security interests on all present and after acquired property (whether tangible, intangible, real, personal or mixed) of the Loan Parties, wherever located, which shall be (a) a first priority lien on all such property defined as “ABL Priority Collateral” in the intercreditor agreement to be entered into between EBC and the agent under the exit term loan facility (to be mutually agreed upon, the “ICA”), (b) a second priority lien on all such property defined as “Term Priority Collateral” in the ICA, and (c) subject to certain other standard permitted liens reasonably acceptable to EBC.

<u>Lockbox & Blocked Accounts:</u>	<p>All of Loan Parties' bank accounts will be subject to springing account control agreements satisfactory to EBC, subject to customary exceptions.</p> <p>If either (a) excess availability is less than 15.0% of availability (and before giving effect to any borrowings) or (b) an event of default shall exist (each of the foregoing clause (a) or (b), a "Cash Dominion Spring"), collections shall, at the option of EBC, be swept to an account designated by EBC on a daily basis; during all other times, collections shall be automatically swept to the Loan Parties' operating accounts.</p> <p>For the avoidance of doubt, the Cash Dominion Spring would be the lesser of (a) 15% of availability and (b) 15% of the facility size.</p>
Documentation	
<u>Credit Agreement:</u>	<p>The Exit Revolving Facility shall be governed by a credit agreement customary for secured exit financing revolving credit facilities and having such terms, conditions, representations and warranties, affirmative and negative covenants, events of default, secured creditor remedies, assignment and participation provisions, and other terms as EBC and their counsel may, in their reasonable discretion, require or deem necessary, in accordance with the Documentation Principles (the "Exit Credit Agreement").</p>
<u>Other Documents:</u>	<p>The Exit Revolving Facility documentation will also include guarantees, pledge and security agreements, intellectual property security agreements, promissory notes, instruments, certificates, subordination/intercreditor agreements, third-party collateral location waivers, satisfactory legal opinions of Borrower's independent counsel and such other documentation as EBC and their counsel may, in their reasonable discretion, require or deem necessary (together with the Exit Credit Agreement, collectively, the "Exit Loan Documents"), in each case negotiated in accordance with the Documentation Principles.</p>
<u>Documentation Principles:</u>	<p>The representations and warranties, affirmative and negative covenants, events of default and certain other terms and provisions to be mutually agreed in the Exit Loan Documents shall be generally consistent with the representations and warranties, affirmative and negative covenants, events of default and other agreed provisions as set forth in the DIP Credit Agreement, with changes and modifications to reflect the terms of the Commitment Letter and such other modifications reasonably acceptable to EBC and Borrower, including in respect of (a) modifications to reflect the fact that the DIP Credit Agreement is a debtor-in-possession financing and the Exit Revolving Facility is being provided in respect of an exit financing from the Chapter 11 Cases, (b) to reflect the capital structure of the Loan Parties and the other terms of the restructuring as set forth in the TSA and (c) other customary loan document provisions for financings of this type, in each case to the extent not provided herein to be mutually agreed upon, the definitive terms of which will be negotiated in good faith to finalize the Exit Loan Documents as promptly as reasonably practicable</p>

	(this paragraph being referred to herein, collectively, as the “Documentation Principles”).
<u>Financial Covenants:</u>	The Exit Revolving Facility will have a minimum availability covenant of at least either (i) 10% of the gross availability, or (ii) \$13.0 million (at the Borrower’s option determined prior to the closing of the Exit Revolving Facility).
<u>Other Covenants:</u>	<p>The Exit Credit Agreement will contain covenants limiting or prohibiting Borrower’s ability to take certain actions, including, but not limited to: (i) merge with or acquire other entities; (ii) incur additional indebtedness for borrowed money over some agreed upon amount; (iii) grant liens on its assets subject to certain standard permitted liens; (iv) dispose of collateral outside the ordinary course of business; (v) make loans to or investments in other entities; (vi) allow insurance coverage acceptable to EBC to lapse and (vii) make any cash dividends, stock dividends or stock redemptions. Notwithstanding the foregoing, such covenants (x) shall not restrict the incurrence of any exit financing secured by the Term Priority Collateral (as contemplated by the TSA) and (y) shall be subject to customary exceptions and carveouts to be agreed.</p> <p>The Exit Loan Agreement shall have a change of control covenant to be agreed upon.</p>
<u>Certain Reporting:</u>	<p>The Exit Loan Agreement will provide for certain collateral and financial reporting from Borrower, including, but not limited to: (i) monthly roll-forward reporting on inventory and accounts receivable (if excess availability is less than 17.5% of gross availability Borrower will roll forward weekly); (ii) monthly financial statements; (iii) monthly reconciliation reports as to Borrowing Base collateral matters; (iv) annual projections and (v) annual certified financial statements prepared by an accountant acceptable to EBC within ninety (90) days of each year end. Additionally, EBC will require periodic inventory appraisals and collateral field examinations.</p>
<u>Conditions Precedent:</u>	<p>Consummation of the Exit Credit Facility transactions contemplated by this term sheet, the Commitment Letter and the initial funding under the Exit Credit Agreement shall be subject to the satisfaction or waiver of the following conditions (the date of such satisfaction or waiver and initial funding, the “<u>Exit Closing Date</u>”):</p> <ul style="list-style-type: none"> (i) since the date of the TSA, other than as a result of events resulting from or contributing to the Chapter 11 Cases or such other matters disclosed in writing to EBC prior to the Exit Closing Date, there shall have been no event or occurrence which has resulted in or would reasonably be expected to result in, individually or in the aggregate, any Material Adverse Effect (as defined in the DIP Credit Agreement); (ii) certification that all representations and warranties are true and correct in all material respects as of such date, except to the extent

	<p>such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date);</p> <ul style="list-style-type: none"> (iii) the repayment in full of all obligations under the DIP Credit Agreement in accordance with the terms thereof; it being agreed that the repayment in full of the obligations under the DIP Credit Agreement shall occur substantially contemporaneously with the closing of the Exit Revolving Facility, and the proceeds of the Exit Revolving Facility may be utilized to satisfy this condition; (iv) the exit term loan facility of the Borrower shall have been consummated, and funded or deemed funded substantially concurrently with the initial loans under the Exit Revolving Facility on the Exit Closing Date, on terms and conditions, and pursuant to documentation, consistent with the TSA and otherwise reasonably satisfactory to EBC; (v) reasonably satisfactory review of the Loan Parties' insurance (with certain customary endorsements to be delivered post-closing); (vi) reasonably satisfactory review of the corporate structure, and related corporate charter documents, of the Loan Parties after giving effect to the exit of the Chapter 11 Cases as provided in the Plan of Reorganization and TSA; (vii) payment of any reasonable and documented out-of-pocket costs and expenses relating to the Exit Revolving Facility requiring payment by EBC shall have been fully reimbursed by the Borrower (which reimbursement can be made out of the initial funding) to the extent invoiced in reasonable detail at least three (3) business days prior to the Exit Closing Date; (viii) delivery of a borrowing base certificate prepared as of a date reasonably acceptable to the Agent, and excess availability under the Exit Revolving Facility, after giving effect to the transactions to occur on the Exit Closing Date, shall be greater than an amount to be mutually agreed; (ix) execution and delivery of Exit Loan Agreement and an intercreditor agreement substantially consistent with the Existing Intercreditor Agreement (as such term is defined in the TSA); (x) EBC shall have received customary security documents, subject to the Documentation Principles; <u>provided</u>, that certain third party agreements and foreign-law documents may be delivered on a post-closing basis subject to mutually agreed deadlines; (xi) EBC shall have received evidence that, on or before the Exit Closing Date, all liens, security interests and other encumbrances granted in respect of the Loan Parties (other than with respect to the exit term loan and other permitted liens to be agreed in the Exit Loan Documents) have been terminated and discharged or will be terminated and discharged upon receipt of the repayment in full of the related indebtedness, as the case may be; (xii) Holdings and its subsidiaries shall be solvent after giving effect to the Transactions, the initial funding under the Exit Credit Facility, and the funding under the exit term loan facility, which solvency shall be evidenced by a solvency certificate in form and substance reasonably acceptable to EBC;
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	<p>(xiii) the Bankruptcy Court shall have entered an order, in form and substance reasonably satisfactory to Agent, confirming the Plan of Reorganization (the “Confirmation Order”), and the Confirmation Order shall not have been stayed by the Bankruptcy Court or by any other court having jurisdiction to issue any such stay, it being understood and agreed that (a) the Confirmation Order shall have been entered upon proper notice to all parties to be bound by the Plan of Reorganization, all as may be required by the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and any applicable local bankruptcy rules, and (ii) the Confirmation Order must be in full force and effect;</p> <p>(xiv) the Plan of Reorganization shall have been substantially consummated substantially concurrently with the occurrence of the Exit Closing Date.</p> <p>(xv) the Borrower shall have provided no less than five (5) business days prior to the Exit Closing Date the documentation and other information to EBC that are reasonably requested by EBC no later than ten (10) business days prior to the Exit Closing Date under the applicable “know-your-customer” rules and regulations, including, without limitation, the PATRIOT Act.</p> <p>The Exit Credit Agreement shall also provide conditions precedent for funding of loans and issuance of LOCs after the Exit Closing Date, which shall include: (i) compliance with borrowing base reporting requirements, (ii) certification that all representations and warranties are true and correct in all material respects as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date), (iii) absence of a default or event of default; and (iv) absence of any material adverse effect.</p>
<p><u>Syndication:</u></p>	<p>EBC intends to hold this entire Exit Revolving Facility for its own accounts. No syndication is required.</p>

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

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In re: : Chapter 11
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THE CONTAINER STORE GROUP, INC., *et al.*, : Case No. 24-_____ (____)
:

Debtors.¹ : (Joint Administration Requested)
:

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**DISCLOSURE STATEMENT FOR PREPACKAGED
JOINT PLAN OF REORGANIZATION OF THE CONTAINER STORE GROUP, INC.
AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

HUNTON ANDREWS KURTH LLP

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Dated: December 21, 2024

¹ The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

THIS IS A SOLICITATION OF VOTES TO ACCEPT OR REJECT THE *PREPACKAGED JOINT PLAN OF REORGANIZATION OF THE CONTAINER STORE GROUP, INC. AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE* IN ACCORDANCE WITH SECTION 1125 AND WITHIN THE MEANING OF SECTION 1126 OF TITLE 11 OF THE UNITED STATES CODE (THE “*BANKRUPTCY CODE*”).

BECAUSE THE CHAPTER 11 CASES HAVE NOT YET BEEN COMMENCED, THIS DISCLOSURE STATEMENT (THE “*DISCLOSURE STATEMENT*”) HAS NOT, AS OF THE DATE HEREOF, BEEN APPROVED BY THE BANKRUPTCY COURT AS CONTAINING “ADEQUATE INFORMATION” WITHIN THE MEANING OF SECTION 1125(A) OF THE BANKRUPTCY CODE. FOLLOWING THE COMMENCEMENT OF THE CHAPTER 11 CASES, THE DEBTORS EXPECT TO PROMPTLY SEEK ORDERS OF THE BANKRUPTCY COURT APPROVING THIS DISCLOSURE STATEMENT AS CONTAINING “ADEQUATE INFORMATION,” APPROVING THE SOLICITATION OF VOTES AS BEING IN COMPLIANCE WITH SECTIONS 1125 AND 1126(B) OF THE BANKRUPTCY CODE, AND CONFIRMING THE PLAN.

THE INFORMATION IN THIS DISCLOSURE STATEMENT IS SUBJECT TO CHANGE AND SUBJECT TO THE TRANSACTION SUPPORT AGREEMENT AND RELATED TERM SHEETS. THIS DISCLOSURE STATEMENT IS NOT AN OFFER TO SELL ANY SECURITIES AND IS NOT SOLICITING AN OFFER TO BUY ANY SECURITIES.

DISCLOSURE STATEMENT, DATED DECEMBER 21, 2024

**Solicitation of Votes
on the Plan of Reorganization of**

THE CONTAINER STORE GROUP, INC., ET AL.

from the holders of outstanding

PREPETITION TERM LOAN CLAIMS

**THE VOTING DEADLINE IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON
January 21, 2025 (UNLESS THE DEBTORS EXTEND THE VOTING DEADLINE).**

FOR YOUR VOTE TO BE COUNTED, YOU MUST RETURN YOUR PROPERLY COMPLETED BALLOT TO THE SOLICITATION AGENT, KURTZMAN CARSON CONSULTANTS, LLC D/B/A VERITA GLOBAL, SO THAT YOUR BALLOT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT BEFORE THE VOTING DEADLINE.

THE BALLOTS CONTAIN DETAILED VOTING INSTRUCTIONS AND SET FORTH, AMONG OTHER THINGS, THE DEADLINES, PROCEDURES, AND INSTRUCTIONS FOR VOTING TO ACCEPT OR REJECT THE PLAN, AND THE APPLICABLE STANDARDS FOR TABULATING BALLOTS.

RECOMMENDATION BY THE DEBTORS AND RELATED SUPPORT

The Debtors believe the Plan is in the best interests of their creditors and other stakeholders. All creditors entitled to vote on the Plan are urged to vote in favor of the Plan.

The Board of Directors of The Container Store Group, Inc. and the board of directors or managers, or members, as applicable, of each of its affiliated Debtors have unanimously approved the transactions contemplated by the Plan and recommend that all creditors whose votes are being solicited submit Ballots to accept the Plan.

Subject to the terms and conditions of the Transaction Support Agreement Holders of over 90% of the aggregate principal amount outstanding under the Debtors' Term Loan Facility have already agreed to vote in favor of, or otherwise support, the Plan.

Each of the Debtors therefore strongly recommends that all Holders of Claims entitled to vote on the Plan submit Ballots to ACCEPT the Plan so as to be actually received by the Solicitation Agent before the Voting Deadline (*i.e.*, January 21, 2025 at 4:00 p.m. (prevailing Central Time)) in accordance with the instructions set forth below and in the Ballots.

**IMPORTANT INFORMATION REGARDING THIS DISCLOSURE STATEMENT
FOR YOU TO READ**

The Container Store Group, Inc. and certain of its direct and indirect subsidiaries, as debtors and debtors-in-possession (collectively, the "**Debtors**") in the above-captioned chapter 11 cases (the "**Chapter 11 Cases**"), are providing you with the information in this Disclosure Statement because you may be a creditor of the Debtors and may be entitled to vote on the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* (including all exhibits and schedules thereto, and as may be amended, modified, or supplemented from time to time, the "**Plan**"). A draft of the Plan is attached hereto as Exhibit A. All capitalized terms used but not otherwise defined herein have the definitions given to them in the Plan. To the extent that a definition of a term in the text of this Disclosure Statement and the definition of such term in the Plan are inconsistent, the definition included in the Plan will control and govern.

ALL CREDITORS ENTITLED TO VOTE ON THE PLAN (*I.E.*, CLASS 3 (PREPETITION TERM LOAN CLAIMS)) ARE ENCOURAGED TO READ AND CAREFULLY CONSIDER THIS ENTIRE DISCLOSURE STATEMENT, INCLUDING THE RISK FACTORS DESCRIBED IN SECTION IX BELOW AND THE PLAN ATTACHED HERETO AS EXHIBIT A BEFORE SUBMITTING BALLOTS IN RESPONSE TO SOLICITATION OF THE PLAN.

HOLDERS OF CLAIMS OR INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THIS DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE, AND VOTING CREDITORS SHOULD CONSULT WITH THEIR OWN ADVISORS BEFORE VOTING ON THE PLAN.

THE ISSUANCE AND DISTRIBUTION UNDER THE PLAN OF NEW EQUITY INTERESTS TO HOLDERS OF ALLOWED DIP CLAIMS AND PREPETITION TERM LOAN CLAIMS WILL BE EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED

(THE “SECURITIES ACT”) AND ANY OTHER APPLICABLE SECURITIES LAWS PURSUANT TO SECTION 1145 OF THE BANKRUPTCY CODE.

THE ISSUANCE AND DISTRIBUTION UNDER THE PLAN OF NEW EQUITY INTERESTS TO HOLDERS OF ALLOWED DIP CLAIMS AND PREPETITION TERM LOAN CLAIMS IS BEING MADE ONLY TO HOLDERS OF SUCH CLAIMS WHO ARE REASONABLY BELIEVED TO BE QUALIFIED INSTITUTIONAL BUYERS, ACCREDITED INVESTORS (AS DEFINED IN RULE 501 UNDER THE SECURITIES ACT, “ACCREDITED INVESTORS”) OR NON-U.S. PERSONS. THE DEBTORS ARE RELYING ON SECTION 4(a)(2), REGULATION D AND/OR REGULATIONS OF THE SECURITIES ACT, AND SIMILAR STATE SECURITIES LAW PROVISIONS, TO EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT AND STATE SECURITIES LAWS ANY OFFERS OF NEW EQUITY INTERESTS THAT MAY BE DEEMED TO BE MADE PRIOR TO THE PETITION DATE, INCLUDING IN CONNECTION WITH THE SOLICITATION OF VOTES ON THE PLAN. THE DEBTORS WILL RELY ON SECTION 1145(a) OF THE BANKRUPTCY CODE TO EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT AND STATE SECURITIES LAWS ANY OFFERS OF NEW EQUITY INTERESTS THAT MAY BE DEEMED TO BE MADE AFTER THE PETITION DATE, INCLUDING IN CONNECTION WITH THE SOLICITATION OF VOTES ON THE PLAN.

THE NEW EQUITY INTERESTS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE “SEC”) OR BY ANY STATE SECURITIES COMMISSION OR SIMILAR PUBLIC, GOVERNMENTAL, OR REGULATORY AUTHORITY. THE AVAILABILITY OF THE EXEMPTION UNDER SECTION 1145 OF THE BANKRUPTCY CODE, SECTION 4(A)(2) OF THE SECURITIES ACT, REGULATION D AND/OR REGULATION S, OR ANY OTHER APPLICABLE SECURITIES LAWS, SHALL NOT BE A CONDITION TO THE OCCURRENCE OF THE EFFECTIVE DATE.

HOLDERS OF ALLOWED GENERAL UNSECURED CLAIMS WILL NOT BE IMPAIRED BY THE PLAN AND, AS A RESULT, THE RIGHT TO RECEIVE PAYMENT IN FULL ON ACCOUNT OF EXISTING OBLIGATIONS TO SUCH HOLDERS IS NOT ALTERED BY THE PLAN. DURING THE CHAPTER 11 CASES, THE DEBTORS INTEND TO OPERATE THEIR BUSINESSES IN THE ORDINARY COURSE AND WILL SEEK AUTHORIZATION FROM THE BANKRUPTCY COURT TO MAKE PAYMENT IN FULL IN THE ORDINARY COURSE OF BUSINESS TO ALL TRADE CREDITORS, CUSTOMERS, AND EMPLOYEES OF ALL UNDISPUTED AMOUNTS DUE BEFORE AND DURING THE CHAPTER 11 CASES.

NO INDEPENDENT AUDITOR OR ACCOUNTANT HAS REVIEWED OR APPROVED THE FINANCIAL PROJECTIONS OR THE LIQUIDATION ANALYSIS PROVIDED HEREIN.

THE DEBTORS HAVE NOT AUTHORIZED ANY PERSON TO GIVE ANY INFORMATION OR ADVICE OR TO MAKE ANY REPRESENTATION IN CONNECTION WITH THE PLAN OR THIS DISCLOSURE STATEMENT, AND HOLDERS OF CLAIMS AND INTERESTS UNDER THE PLAN SHOULD NOT CONSTRUE THE CONTENT OF THIS DISCLOSURE STATEMENT AS PROVIDING LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE.

THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE AS OF THE DATE HEREOF UNLESS OTHERWISE SPECIFIED. THE TERMS OF THE PLAN GOVERN IN THE EVENT OF ANY INCONSISTENCY WITH THE SUMMARIES IN THIS DISCLOSURE STATEMENT.

THE INFORMATION IN THIS DISCLOSURE STATEMENT IS BEING PROVIDED SOLELY FOR PURPOSES OF VOTING TO ACCEPT OR REJECT THE PLAN OR OBJECTING TO CONFIRMATION. NOTHING IN THIS DISCLOSURE STATEMENT MAY BE USED BY ANY PARTY FOR ANY OTHER PURPOSE.

ALL EXHIBITS TO THIS DISCLOSURE STATEMENT ARE INCORPORATED INTO AND ARE A PART OF THIS DISCLOSURE STATEMENT AS IF SET FORTH IN FULL HEREIN.

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON JANUARY 21, 2025, UNLESS EXTENDED BY THE DEBTORS (THE “VOTING DEADLINE”). ALL BALLOTS AND RELEASE OPT-OUT FORMS MUST BE SUBMITTED BY THE VOTING DEADLINE.

To be counted, your ballot (“Ballot”) must be properly completed and returned to the Solicitation Agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global (“Verita”), in accordance with the voting instructions on such Ballot and actually received by the Solicitation Agent, via regular mail, overnight courier, or personal delivery at the appropriate address, via email (where applicable), or via the Solicitation Agent’s online voting portal, by the Voting Deadline. Please review the instructions set forth on your Ballot for further guidance on the appropriate method(s) of submission.

A summary of the voting instructions is set forth in Section I.E of this Disclosure Statement. More detailed instructions are also contained in the Ballots distributed to the creditors entitled to vote on the Plan.

This Disclosure Statement, the Plan, the Plan Supplement, and any attachments, exhibits, supplements, and annexes hereto or thereto are the only documents to be used in connection with the solicitation of votes on the Plan, and also may not be relied upon for any purpose other than to determine how to vote on the Plan (except with respect to any Plan Supplement documents that may be relied upon for purposes other than to determine how to vote on the Plan). Neither the Bankruptcy Court nor the Debtors have authorized any person to give any information or to make any representation in connection with the Plan or the solicitation of acceptances of the Plan other than as contained in this Disclosure Statement, the Plan Supplement, and any attachments, exhibits, supplements, and annexes attached hereto or thereto. If given or made, such information or representation may not be relied upon as having been authorized by the Bankruptcy Court or the Debtors. The delivery of this Disclosure Statement will not under any circumstances represent that the information herein is correct as of any time after the date hereof.

This Disclosure Statement will not constitute an offer to sell, or solicitation of an offer to buy, nor will there be any distribution of, any of the securities described herein until the Effective Date of the Plan.

The summaries of the Plan and other documents contained in this Disclosure Statement are qualified in their entirety by reference to the Plan itself, the exhibits thereto that will be included in the Plan Supplement, and documents described therein as filed before the conditional approval of this Disclosure Statement or subsequently as part of the Plan Supplement. In the event that any inconsistency or conflict exists between this Disclosure Statement and the Plan, or between the Plan Supplement and the Plan, the terms of the Plan will control. Except as otherwise indicated herein or in the Plan, the Debtors will propose to file all Plan Supplement documents with the Bankruptcy Court and make them available for review at the Debtors’ document website located online at <https://www.veritaglobal.com/thecontainerstore> no later than five (5) Business Days before the Objection Deadline (as defined in the Solicitation Procedures Motion (as defined below)). The Debtors intend to propose the Objection Deadline to be January 21, 2025 at 4:00 p.m. (prevailing Central Time).

This Disclosure Statement contains, among other things, descriptions and summaries of provisions of the Plan. The Debtors reserve the right to modify the Plan consistent with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, subject to the terms of the Plan. The statements contained in this Disclosure Statement are made only as of the date of this Disclosure Statement, and there can be no assurance that the statements contained herein will be correct at any time after this date. The information contained in this Disclosure Statement, including the information regarding the history, businesses, and operations of the Debtors, the financial information regarding the Debtors, and the liquidation analysis relating to the Debtors, is included for purposes of soliciting acceptances of the Plan, but, as to contested matters and adversary proceedings, is not to be construed as an admission or stipulation, but rather as a statement made in settlement negotiations as part of the Debtors' attempt to settle and resolve claims and controversies pursuant to the Plan. This Disclosure Statement will not be admissible in any non-bankruptcy proceeding, nor will it be construed to be conclusive advice on the tax, securities, or other legal effects of the Plan as to Holders of Claims against, or Interests in, either the Debtors or the Reorganized Debtors. Unless specifically noted, the financial information contained in this Disclosure Statement and in its exhibits has not been audited by a certified public accountant and has not been prepared in accordance with generally accepted accounting principles in the United States.

The effectiveness of the Plan is subject to material conditions precedent. *See Section V.G* below and Article VIII of the Plan. There is no assurance that these conditions will be satisfied or waived.

If the Plan is confirmed by the Bankruptcy Court and the Effective Date occurs, all Holders of Claims against, and Interests in, the Debtors (including without limitation those Holders who do not submit Ballots to accept or reject the Plan or who are not entitled to vote on the Plan, but excluding Holders who are entitled to, and do, opt out of the Third-Party Release), will be bound by the terms of the Plan and the transactions contemplated thereby, including the Third-Party Release contained therein; *provided, however*, that Holders of Claims that properly and timely elect to opt out of the Third-Party Release will not be bound by the Third-Party Release.

IMPORTANT NOTICES REGARDING THIRD-PARTY RELEASE BY HOLDERS OF CLAIMS AND INTERESTS

If you are a Holder of a Claim or Interest, you may be deemed to grant the Third-Party Release under the Plan. Specifically, pursuant to Article IX.C of the Plan, each Holder of a Claim or Interest is deemed to grant the Third-Party Release, to the maximum extent otherwise permitted by law, if: (a) such Holder is entitled to vote to accept or reject the Plan and (i) votes to accept the Plan and does not elect to opt-out of the Third-Party Release, (ii) abstains from voting on the Plan and does not elect to opt out of the Third-Party Release, or (iii) votes to reject the Plan but does not elect to opt out of the Third-Party Release; or (b) such Holder is a Holder of a Claim or Interest in a Class that is presumed to accept or reject the Plan and does not timely opt out of providing the Third-Party Release. The Third-Party Release is discussed further in Section V.H of this Disclosure Statement. Instructions for opting out of the Third-Party Release are set forth in the Solicitation Package (as defined below) distributed in connection with this Disclosure Statement.

FORWARD-LOOKING STATEMENTS

This Disclosure Statement contains forward-looking statements based primarily on the current expectations of the Debtors and projections about future events and financial trends affecting the financial condition of the Debtors' businesses and assets. The words "believe," "may," "estimate," "continue," "anticipate," "intend," "expect," and similar expressions identify these forward-looking statements. These forward-looking statements are subject to a number of risks, uncertainties, and assumptions, including those described below in Section IX. In light of these risks and uncertainties, the forward-looking events and

circumstances discussed in this Disclosure Statement may not occur, and actual results could differ materially from those anticipated in the forward-looking statements. The Debtors do not undertake any obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events, or otherwise.

This Disclosure Statement has been prepared in accordance with section 1125 of the Bankruptcy Code and Bankruptcy Rule 3016 and not necessarily in accordance with federal or state securities laws or other non-bankruptcy laws. This Disclosure Statement has not been approved or disapproved by the SEC, any state securities commission or any securities exchange or association nor has the SEC, any state securities commission or any securities exchange or association passed upon the accuracy or adequacy of the statements contained herein.

QUESTIONS AND ADDITIONAL INFORMATION

If you would like to obtain copies of this Disclosure Statement, the Plan, the Plan Supplement, or any of the documents attached hereto or thereto or referenced herein or therein, or have questions about the solicitation and voting process or the Chapter 11 Cases generally, please contact the Solicitation Agent by visiting the Debtors' restructuring website at <https://www.veritaglobal.com/thecontainerstore>.

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EXHIBITS

- EXHIBIT A: Plan
- EXHIBIT B: Transaction Support Agreement
- EXHIBIT C: Financial Projections
- EXHIBIT D: Liquidation Analysis
- EXHIBIT E: Valuation Analysis

<p>THE DEBTORS HEREBY ADOPT AND INCORPORATE EACH EXHIBIT ATTACHED TO THIS DISCLOSURE STATEMENT BY REFERENCE AS THOUGH FULLY SET FORTH HEREIN.</p>
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I.
EXECUTIVE SUMMARY

The Debtors in the Chapter 11 Cases to be commenced in the Bankruptcy Court (each as defined below) submit this Disclosure Statement, pursuant to section 1125 of the Bankruptcy Code, in connection with the solicitation of votes on the Plan. A copy of the Plan is attached hereto as **Exhibit A**.

Before soliciting votes on a proposed plan of reorganization, section 1125 of the Bankruptcy Code requires debtors to prepare a disclosure statement containing information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding acceptance or rejection of such plan of reorganization. As such, this Disclosure Statement is being submitted in accordance with the requirements of section 1125 of the Bankruptcy Code.

The Debtors are commencing this solicitation to implement a prepackaged, comprehensive consensual restructuring (the “***Restructuring***”) that will reduce their funded debt liabilities from approximately \$243.1 million (inclusive of accrued and unpaid interest, but excluding issued but undrawn letters of credit under the Prepetition ABL Facility) to approximately \$190 upon emergence, while otherwise providing for claims and contracts to pass through the Chapter 11 Cases unaffected. The Restructuring is supported by the overwhelming majority of the Debtors’ capital structure. Specifically, the transaction support agreement dated as of December 21, 2024 (the “***Transaction Support Agreement***”) and the DIP Term Loan Facility (which comprises approximately \$40 million in “new money” loans, which will ultimately convert to committed exit financing on the Effective Date) have the support of holders of over 90% of the outstanding principal amount of Prepetition Term Loan Claims (the “***Consenting Term Lenders***”). Such Consenting Term Lenders have already agreed to vote in favor of and otherwise support confirmation of the Plan through execution of the Transaction Support Agreement. Further, Eclipse Business Capital LLC and the Debtors have entered into the DIP & Exit ABL Commitment Letter, which is attached to the Transaction Support Agreement which is appended as **Exhibit B** hereto, pursuant to which the Debtors have secured a replacement ABL facility in the form of debtor-in-possession revolving credit facility that will be used to repay, in full, the Prepetition ABL Facility and roll into an exit ABL facility at the conclusion of these Chapter 11 Cases.

The Restructuring will enhance the Debtors’ long-term growth prospects and competitive position and will provide the Debtors with the flexibility to invest in and grow their businesses while saving nearly 3,800 jobs.

The Debtors anticipate filing voluntary petitions for relief and commencing cases under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “***Bankruptcy Court***”) on or about December 22, 2024 (the “***Petition Date***”). During the Chapter 11 Cases, the Debtors intend to operate their businesses in the ordinary course and will seek authorization from the Bankruptcy Court to make payment in full on a timely basis to trade creditors, customers, and employees of undisputed amounts due before and during the Chapter 11 Cases.

This Executive Summary is being provided as an overview of the material items addressed in this Disclosure Statement and the Plan, which is qualified by reference to the entire Disclosure Statement and by the actual terms of the Plan (and including all exhibits attached hereto and to the Plan) and should not be relied upon for a comprehensive discussion of this Disclosure Statement or the Plan.

This Disclosure Statement includes, without limitation, information about:

- the Debtors’ prepetition operating and financial history;

- the events leading up to the commencement of the Chapter 11 Cases;
- the events anticipated to occur during the Chapter 11 Cases;
- the solicitation procedures for voting on the Plan;
- the Confirmation process and the voting procedures that Holders of Claims who are entitled to vote on the Plan must follow for their votes to be counted;
- the terms and provisions of the Plan, certain effects of confirmation of the Plan, and the manner in which distributions will be made under the Plan;
- certain risk factors relating to the Debtors, the Reorganized Debtors, and confirmation of the Plan; and
- the proposed organization, operations, and financing of the Reorganized Debtors if the Plan is confirmed and becomes effective.

A. Purpose and Effect of the Plan

1. Plan of Reorganization under Chapter 11 of the Bankruptcy Code

The Debtors are reorganizing pursuant to chapter 11 of the Bankruptcy Code, which is the principal business reorganization chapter of the Bankruptcy Code. As a result, the confirmation of the Plan means that the Reorganized Debtors will continue to operate their businesses going forward and does not mean that the Debtors will be liquidated or forced to go out of business.

A bankruptcy court's confirmation of a plan binds the debtors, any entity acquiring property under the plan, any holder of a claim or equity interest in the debtors, and all other entities as may be ordered by the bankruptcy court in accordance with the applicable provisions of the Bankruptcy Code to the terms and conditions of the confirmed plan, whether or not such entity voted on the particular plan or affirmatively voted to reject the plan.

2. Restructurings under the Plan

The Plan contemplates the following Restructuring and treatment of Claims (as more fully described in the below table, the "*Summary of Expected Recoveries*"): ²

- reduction of the Debtors' total funded debt from approximately \$243.1 million to approximately \$190 million upon emergence pursuant to the terms of the Transaction Support Agreement and the DIP & Exit ABL Commitment Letter, comprising (i) a new first-out exit term loan facility in an aggregate principal amount of \$40 million (*plus* payable in kind fees on account of the DIP Put Option Premium and Commitment Premium) (the "*First-Out Exit Term Loans*") and a new second-out exit term loan facility in the aggregate principal amount of \$75 million (the "*Second-Out Exit Term Loans*", and together with the First-Out Exit Term Loans, the "*Exit Term Loans*") and (ii) the exchange and rollup of the ABL DIP Claims into exit revolving loans pursuant to the terms of the

² The following summary is subject in all respects to the Plan itself.

DIP & Exit ABL Commitment Letter (the “*Exit ABL Loans*” and, together with the Exit Term Loans, the “*Exit Facilities*”). The Exit ABL Loans will be implemented under a new credit agreement, on the terms and conditions set forth in the DIP & Exit ABL Commitment Letter (the “*Exit ABL Credit Agreement*”).

- the Chapter 11 Cases will be financed (i) by a backstopped senior secured debtor-in-possession credit facility (the “*DIP Term Loan Facility*”) in an aggregate amount of up to \$115 consisting of (a) an aggregate amount of up to \$40 million in “new money” loans (the “*First-Out DIP Term Loans*”) and (b) the roll up of \$75 million of loans under the Prepetition Term Loan Facility (the “*Second-Out DIP Term Loans*,” and together with the First-Out DIP Term Loans, the “*DIP Term Loans*”), (ii) a \$140 million debtor in possession asset based revolving credit facility (the “*DIP ABL Loan Facility*,” and together with the DIP Term Loan Facility, the “*DIP Facilities*”), and (iii) through the consensual use of Cash Collateral. Upon emergence, the DIP Facilities will convert into the Exit Facilities.
- the DIP Facility will be backstopped by certain of the Consenting Term Lenders (the “*DIP Backstop Parties*”) who, subject to entry of the Interim DIP/Cash Collateral Order, will be entitled to receive their pro rata share of a put option premium comprising 5% of the aggregate amount of the commitments to fund the First-Out DIP Term Loans under the DIP Term Loan Facility, payable in kind upon the initial funding of the First-Out DIP Term Loans in the form of additional First-Out DIP Term Loans (the “*DIP Put Option Premium*”). In addition, in consideration for providing commitments to fund the First-Out DIP Term Loans under the DIP Term Loan Facility, the DIP Term Lenders, subject to entry of the Interim DIP/Cash Collateral Order, shall be entitled to a non-refundable payment equal to 2% of the aggregate principal amount of the First-Out DIP Term Loans (the “*Commitment Premium*”), which shall be fully earned upon entry of the Interim Order and due and payable in kind at the initial funding of First-Out DIP Term Loans in the form of additional First-Out DIP Term Loans.
- prior to the Petition Date, the vast majority of Holders of Prepetition Term Loan Claims (including the over 90% thereof comprising the Consenting Term Lenders) were offered the opportunity to participate in the DIP Term Loan Facility and earn the DIP Put Option Premium and Commitment Premium. Before entry of the Final DIP/Cash Collateral Order, the DIP Term Loans will be fully syndicated such that all Holders of Prepetition Term Loan Claims will have had the opportunity to fund the DIP Term Loans and, subject to entry of the Final DIP/Cash Collateral Order and the occurrence of the Plan Effective Date, receive a participation fee equal to a pro rata amount of 64% of the New Equity Interests, subject to dilution only by the Management Incentive Plan (the “*Equity Premium*”).
- under the Plan, the Debtors’ stakeholders will receive treatment as follows:
 - upon the ABL Refinancing (as defined in the Interim DIP/Cash Collateral Order), each Holder of an Allowed Prepetition ABL Claim will receive, in full and final satisfaction, settlement, release and discharge of, and in exchange for such Allowed Prepetition ABL Claim, payment in full in Cash (including the replacement or Cash collateralization of all issued and undrawn letters of credit in accordance with and in the amounts specified under the Prepetition ABL Credit Agreement). To the extent any “Obligations” (as defined in the Prepetition ABL Credit Agreement) are outstanding on the Effective Date, the Claims on account of such Obligations will receive treatment as necessary to render such Claims

Unimpaired, including, repayment in Cash of such Claims required to be satisfied in Cash pursuant to the terms of the Petition ABL Credit Agreement;

- on the Effective Date, each Holder of an Allowed Prepetition Term Loan Claim will receive, in full and final satisfaction, settlement, release, and discharge and in exchange for each Allowed Term Loan Claim, its Pro Rata Share of 100% of the New Equity Interests, subject to dilution by the Management Incentive Plan and the DIP Equity Premium;
 - on the Effective Date, Existing Equity Interests will be canceled, released, discharged, and extinguished, and will be of no further force or effect;
 - Other Secured Claims and General Unsecured Claims are Unimpaired by the Plan as further described herein. Intercompany Claims and Intercompany Interests may be Reinstated or cancelled for no consideration, at the option of the Debtors, with the consent of the Required Consenting Lenders; and
 - Holders of Subordinated Claims will receive no recovery or distribution on account of such Subordinated Claims.
- on or around the Effective Date, the Reorganized Board will adopt the Management Incentive Plan.
 - following the consummation of the Restructuring, the Reorganized Debtors' equity ownership will consist of the following, subject to dilution by the Management Incentive Plan:

Reorganized Debtors' Capitalization Table	
Entity	Ownership
Holders of Prepetition Term Loan Claims	36% of New Equity Interests
DIP Term Lenders Entitled to DIP Equity Premium	64% of New Equity Interests

With respect to implementing the Restructuring Transactions under the Plan, the Debtors intend to disclose the precise steps to be taken in the Restructuring Transactions in the Plan Supplement and will make those transactions public with sufficient time for all voting creditors to consider them before submitting their Ballots.

B. Classification and Treatment of Claims and Interests under the Plan

The following table provides a summary of the classification and treatment of Claims and Interests and the potential distributions to Holders of Allowed Claims under the Plan.

THE PROJECTED RECOVERIES SET FORTH IN THE TABLE BELOW ARE ESTIMATES ONLY AND THEREFORE ARE SUBJECT TO CHANGE, INCLUDING BASED ON THE LIQUIDATION OF CLAIMS CURRENTLY ASSERTED AS UNLIQUIDATED. FOR A COMPLETE DESCRIPTION OF THE DEBTORS' CLASSIFICATION AND TREATMENT OF

CLAIMS AND INTERESTS, REFERENCE SHOULD BE MADE TO THE ENTIRE PLAN AND THE RISK FACTORS DESCRIBED IN SECTION IX BELOW. THIS TABLE IS INTENDED FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR A REVIEW OF THE PLAN AND DISCLOSURE STATEMENT IN THEIR ENTIRETY. FOR CERTAIN CLASSES OF CLAIMS, THE ACTUAL AMOUNT OF ALLOWED CLAIMS COULD BE MATERIALLY DIFFERENT THAN THE ESTIMATED AMOUNTS SHOWN IN THE TABLE BELOW.

SUMMARY OF EXPECTED RECOVERIES

Class	Claim/Equity Interest	Treatment of Claim/ Interest	Projected Recovery Under the Plan
1	Other Secured Claims Estimated Amount (as of December 21, 2024): \$4,342,000.00	Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Other Secured Claim, each Holder of an Allowed Other Secured Claim, at the option of the applicable Debtor (with the consent of the Required Consenting Term Lenders), will, on the Effective Date, (i) be paid in full in Cash including the payment of any interest required to be paid under section 506(b) of the Bankruptcy Code, (ii) receive the collateral securing its Allowed Other Secured Claim, or (iii) receive any other treatment that would render such Claim Unimpaired.	100%
2	Prepetition ABL Claims Expected Principal Amount (as of December 21, 2024): \$80,000,000.00	Upon the ABL Refinancing, each Holder of an Allowed Prepetition ABL Claim will have received, in full and final satisfaction, settlement, release and discharge of, and in exchange for such Allowed Prepetition ABL Claim, payment in full in Cash (including the replacement or Cash collateralization of all issued and undrawn letters of credit in accordance with and in the amounts specified under the Prepetition ABL Credit Agreement). To the extent any Obligations are outstanding on the Effective Date, the Claims on account of such Obligations will receive treatment as necessary to render such Claims Unimpaired, including, repayment in Cash of such Claims required to be satisfied in Cash pursuant to the terms of the Petition ABL Credit Agreement.	100%
3	Prepetition Term Loan Claims Expected Principal Amount (as of December 21, 2024): \$163,125,321.74	Except to the extent that a Holder of a Prepetition Term Loan Claim agrees to less favorable treatment, on the Effective Date, each Holder of an Allowed Prepetition Term Loan Claim will receive, in full and final satisfaction, settlement, release, and discharge and in exchange for each Allowed Prepetition Term Loan Claim, its Pro Rata Share of 100% of the New Equity Interests, subject to dilution by the Management Incentive Plan and the DIP Equity Premium.	4.5% to 17.6%.

SUMMARY OF EXPECTED RECOVERIES

Class	Claim/Equity Interest	Treatment of Claim/ Interest	Projected Recovery Under the Plan
4	General Unsecured Claims Expected Amount (as of December 21, 2024): \$46,891,000.00	Subject to <u>Article V.C of the Plan</u> and except to the extent that a Holder of a General Unsecured Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge and in exchange for each Allowed General Unsecured Claim, each Holder of an Allowed General Unsecured Claim against a Debtor will receive payment in full in Cash in accordance with applicable law and the terms and conditions of the particular transaction giving rise to, or the agreement that governs, such Allowed General Unsecured Claim on the later of (i) the date due in the ordinary course of business or (ii) the Effective Date; <i>provided, however</i> , that no Holder of an Allowed General Unsecured Claim will receive any distribution for any Claim that has previously been satisfied pursuant to a Final Order of the Bankruptcy Court.	100%
5	Subordinated Claims Expected Amount: Unliquidated	Holders of Subordinated Claims will receive no recovery or distribution on account of such Subordinated Claims. Unless otherwise provided for under the Plan, on the Effective Date, Subordinated Claims will be canceled, released, discharged, and extinguished.	0%
6	Intercompany Claims Expected Amount: Unliquidated	No property will be distributed to the Holders of Allowed Intercompany Claims. Unless otherwise provided for under the Plan, on the Effective Date, at the option of the applicable Debtor with the consent of the Required Consenting Lenders, Intercompany Claims will be either (i) Reinstated or (ii) set off, settled, distributed, contributed, merged, canceled, or released. For the avoidance of doubt, all Intercompany Claims between Debtors and Non-Debtor Affiliates will ride through and continue in full force and effect unless otherwise agreed by the applicable Debtor and Non-Debtor Affiliate.	N/A
7	Intercompany Interests Expected Amount: N/A	No property will be distributed to the Holders of Allowed Intercompany Interests. Unless otherwise provided for under the Plan, on the Effective Date, at the option of the applicable Debtor with the consent of the Required Consenting Lenders, Intercompany Interests will be either (i) Reinstated or (ii) set off, settled, distributed, contributed, merged, canceled, or released.	N/A
8	Existing Equity Interests Expected Amount: N/A	Holders of Existing Equity Interests are not entitled to receive a recovery or distribution on account of such Existing Equity Interests. On the Effective Date, Existing Equity Interests will be canceled, released, discharged, and extinguished, and will be of no further force or effect.	N/A

C. Filing of the Plan Supplement

The Debtors propose to file the Plan Supplement at least five (5) Business Days before the deadline to object to confirmation of the Plan. The Debtors will transmit a copy of the Plan Supplement to: (a) the Office of the United States Trustee for the Southern District of Texas; (b) counsel to the DIP Agent; (c) counsel to the Ad Hoc Group; (d) counsel to the Prepetition Term Loan Agent; (e) counsel to the ABL Agent; (f) the creditors listed on the Debtors' consolidated list of thirty (30) creditors holding the largest unsecured claims; (g) the United States Attorney for the Southern District of Texas; (h) the Internal Revenue Service; (i) the Securities and Exchange Commission; (j) the state attorneys general for states in which the Debtors conduct business; and (k) any party that has requested notice pursuant to Bankruptcy Rule 2002.

The Plan Supplement will include all exhibits and Plan schedules that were not already filed or sent to parties entitled to vote on the Plan in connection with solicitation, as exhibits to the Plan or this Disclosure Statement, all of which are incorporated by reference into, and are an integral part of, the Plan, as all of the same may be amended, supplemented, or modified from time to time.

D. Solicitation Procedures

1. The Solicitation and Voting Procedures

The discussion of the procedures below is a summary of the solicitation and voting process. Detailed voting instructions will be provided with each Ballot.

PLEASE REFER TO THE INSTRUCTIONS ACCOMPANYING THE BALLOTS FOR MORE INFORMATION REGARDING VOTING REQUIREMENTS TO ENSURE THAT YOUR BALLOT IS PROPERLY AND TIMELY SUBMITTED SO THAT YOUR VOTE MAY BE COUNTED.

2. The Solicitation Agent

The Debtors have engaged Verita to, among other things, act as the Solicitation Agent (as described below).

Specifically, the Solicitation Agent will (and, as to certain functions, has already begun to) assist the Debtors with: (a) mailing notices related to solicitation and confirmation of the Plan; (b) mailing Solicitation Packages (as described below); (c) soliciting votes on the Plan; (d) receiving, tabulating, and reporting on Ballots cast for or against the Plan by Holders of Claims against the Debtors; (e) responding to inquiries from creditors and stakeholders relating to the Plan, this Disclosure Statement, the Ballots, and matters related thereto, including, without limitation, the procedures and requirements for voting to accept or reject the Plan and objecting to the Plan; and (f) if necessary, contacting creditors and interest holders regarding the Plan and, as to the Holders of Prepetition Term Loan Claims, their Ballots.

3. Holders of Claims Entitled to Vote on the Plan

Under the provisions of the Bankruptcy Code, not all holders of claims against and equity interests in a debtor are entitled to vote on a chapter 11 plan. The following table provides a summary of the status and voting rights of each Class (and, therefore, of each Holder of a Claim or Interest within such Class) under the Plan:

SUMMARY OF STATUS AND VOTING RIGHTS

Class	Claim/Equity Interest	Status	Voting Rights
1	Other Secured Claims	Unimpaired	Presumed to Accept
2	Prepetition ABL Claims	Unimpaired	Presumed to Accept
3	<i>Prepetition Term Loan Claims</i>	<i>Impaired</i>	<i>Entitled to Vote</i>
4	General Unsecured Claims	Unimpaired	Presumed to Accept
5	Subordinated Claims	Impaired	Deemed to Reject
6	Intercompany Claims	Impaired / Unimpaired	Deemed to Reject / Presumed to Accept
7	Intercompany Interests	Impaired / Unimpaired	Deemed to Reject / Presumed to Accept
8	Existing Equity Interests	Impaired	Deemed to Reject

Based on the foregoing, the Debtors are soliciting votes to accept the Plan only from Holders of Claims in Class 3 (the “***Voting Class***”), because Holders of Claims in the Voting Class are Impaired under the Plan and have the right to vote to accept or reject the Plan. For purposes of determining acceptance and rejection of the Plan, votes from such Class will be tabulated on a Debtor-by-Debtor basis.

The Debtors are not soliciting votes on the Plan from (a) Holders of Claims in Classes 1, 2, and 4, because such parties are conclusively presumed to have accepted the Plan; (b) Holders of Claims in Class 5 and Interests in Class 8, because such parties are conclusively presumed to have rejected the Plan; and (c) Holders of Claims and Interests in Classes 6 and 7 because such parties are conclusively presumed to have accepted the Plan or conclusively presumed to have rejected the Plan (Classes 1, 2, 4, 5, 6, 7 and 8 collectively, the “***Non-Voting Classes***”). In lieu of a Solicitation Package, certain of the Non-Voting Classes (Classes 1, 4, 5, and 8) will receive the Notice of Non-Voting Status (as defined in the Solicitation Procedures Motion). Notwithstanding their non-voting status, Holders of Claims or Interests, as applicable, in such Non-Voting Classes will also receive a Release Opt-Out Form solely for the purposes of affirmatively opting out of the Third-Party Release. Because the Intercompany Claims in Class 6 and Intercompany Interests in Class 7 are all held by the Debtors or affiliates of the Debtors, the Debtors, through the Solicitation Procedures Motion, have sought a waiver of any requirement to serve the Holders of Claims and Interests in Classes 6 and 7 with Solicitation Packages or any other type of notice, including a Non-Voting Status Notice, in connection with solicitation.

4. The Voting Record Date

The voting record date (the “***Voting Record Date***”) with respect to all Claims in the Voting Class is December 18, 2024. The Voting Record Date is the date as of which it was determined which Holders of Claims in the Voting Class are entitled to vote to accept or reject the Plan.

5. Contents of the Solicitation Package

The following documents and materials will collectively constitute the “**Solicitation Package**” with respect to Holders of Claims in the Voting Class (in flash drive or paper format):

- this Disclosure Statement;
- the Plan;
- the exhibits to this Disclosure Statement, including:
 - the Transaction Support Agreement;
 - the Debtors’ financial projections;
 - the Debtors’ liquidation analysis; and
 - the Debtors’ valuation analysis.
- a Ballot and voting instructions; and
- a pre-addressed, postage pre-paid return envelope.

In addition, the Debtors will seek approval of the Combined Notice, in the form attached as Exhibit 1 to the proposed order of the Bankruptcy Court approving the *Emergency Motion of Debtors for Entry of Order (I) Scheduling Combined Hearing to Consider (A) Final Approval of Disclosure Statement, (B) Approval of Solicitation Procedures and Forms of Ballots, and (C) Confirmation of Plan; (II) Establishing an Objection Deadline to Object to Disclosure Statement and Plan; (III) Approving the Form and Manner of Notice of Combined Hearing, Objection Deadline, and Notice of Commencement; (IV) Approving Notice and Objection Procedures for the Assumption or Rejection of Executory Contracts and Unexpired Leases; (V) Conditionally Waiving Requirement of Filing Schedules of Assets and Liabilities, Statements of Financial Affairs, and 2015.3 Reports; (VI) Conditionally Waiving Requirement to Convene the Section 341 Meeting of Creditors; (VII) Conditionally Approving the Disclosure Statement and (VIII) Granting Related Relief* (the “**Solicitation Procedures Motion**”), contemplated to be filed on the Petition Date, on the entire creditor matrix, in order to provide notice to all known third-party Holders of Claims and Interests in the Non-Voting Classes. The Holders of Claims and Interests in the Non-Voting Classes (other than Holders of Intercompany Claims and Intercompany Interests) will also receive the Notice of Non-Voting Status. Finally, Holders of Claims and Interests in the Non-Voting Classes (other than Holders of Intercompany Claims and Intercompany Interests) will also receive a Release Opt-Out Form solely for the purposes of affirmatively opting out of the Third-Party Release.

6. Distribution of the Solicitation Package to Holders of Claims Entitled to Vote on the Plan

With the assistance of the Solicitation Agent, the Debtors are distributing Solicitation Packages to the applicable voting parties. The Debtors submit that the timing of such distribution will provide such Holders of Claims with adequate time within which to review the materials required to allow such parties to make informed decisions with respect to voting on the Plan in accordance with Bankruptcy Rules 3017(d) and 2002(b).

7. Additional Distribution of Solicitation Documents

Parties may request (and obtain at the Debtors’ expense) a copy of this Disclosure Statement (and any exhibits thereto, including the Plan) by: (a) calling the Solicitation Agent at (888) 251-3046 (U.S. / Canada, toll-free) or (310) 751-2615 (International, toll); (b) messaging the Solicitation Agent at

www.veritaglobal.net/thecontainerstore/inquiry; or (c) visiting the Debtors’ restructuring website at <https://www.veritaglobal.com/thecontainerstore>. Parties may also obtain any documents filed in the Chapter 11 Cases for a fee via PACER at <http://www.txs.uscourts.gov>.

All Holders of Claims are advised to read the instructions on their Ballots, as applicable, and any notices they receive from the Debtors.

E. Voting Procedures

Holders of Claims entitled to vote on the Plan are advised to read the instructions on their Ballots, which set forth in greater detail the voting instructions summarized herein.

1. The Voting Deadline

4:00 p.m. prevailing Central Time on January 21, 2025 is the Voting Deadline, subject to further extension by the Debtors. The Voting Deadline is the date by which all Ballots and Release Opt-Out Forms, as applicable, must be properly executed, completed, and delivered to the Solicitation Agent in order to be counted as votes to accept or reject the Plan (or as a valid opt-out).

2. Ballots

The Debtors will provide the following Ballot to Holders of Claims in the Voting Class:

Class	Claim	Ballot
3	Prepetition Term Loan Claims	Class 3 Prepetition Term Loan Claims Ballot to be attached to the proposed Solicitation Procedures Order as Exhibit 3

To be counted as a vote to accept or reject the Plan, votes must be submitted on the Ballot.

3. Voting Instructions

Under the Plan, Holders of Claims in the Voting Class are entitled to vote to accept or reject the Plan by completing a Ballot and returning it to the Solicitation Agent. Each Ballot will include an option to affirmatively opt out of the Third-Party Release contained in Article IX.C of the Plan.

To be counted as a vote to accept or reject the Plan, each Ballot must be properly executed, completed, dated, and delivered by following the instructions set forth on the Ballot, so that it is actually received by the Solicitation Agent on or before the Voting Deadline. If you have any questions on the procedures for voting on the Plan, please contact the Solicitation Agent by (a) calling the Solicitation Agent at (888) 251-3046 (U.S. / Canada, toll-free) or (310) 751-2615 (International, toll); (b) messaging the Solicitation Agent at www.veritaglobal.net/thecontainerstore/inquiry; and/or (c) visiting the Debtors’ restructuring website at <https://www.veritaglobal.com/thecontainerstore>.

4. Voting Procedures

PLEASE REFER TO THE INSTRUCTIONS ATTACHED TO THE BALLOTS FOR MORE DETAILED INFORMATION REGARDING THE VOTING REQUIREMENTS, RULES AND PROCEDURES APPLICABLE TO VOTING YOUR CLAIM.

If you are a Holder of a Claim in Class 3 – Prepetition Term Loan Claims, you may vote to accept or reject the Plan by completing your Ballot and returning it to the Solicitation Agent in accordance with the instructions on your Ballot (*i.e.*, using the pre-addressed, postage pre-paid return envelope provided therewith or submitting it through the Solicitation Agent’s online voting portal).

If you are entitled to vote to accept or reject the Plan, a Ballot has been enclosed in your Solicitation Package for the purpose of voting on the Plan. Please vote and return your Ballot in accordance with the accompanying instructions.

Before voting on the Plan, you should carefully review the Plan and this Disclosure Statement, as well as their respective exhibits and the detailed instructions accompanying your Ballot. These documents contain important information concerning how Claims and Interests are classified for voting purposes and how votes will be tabulated. Holders of Claims entitled to vote are also encouraged to review the relevant provisions of the Bankruptcy Code and Bankruptcy Rules and consult their own attorney.

The Ballot you receive has been coded. In voting to accept or reject the Plan, you must use only the coded Ballot sent to you with this Disclosure Statement. If you hold multiple Claims within one Class, you may receive more than one Ballot.

If the Solicitation Agent receives more than one timely received, properly completed, valid Ballot with respect to a single Claim before the Voting Deadline, the vote that will be counted for purposes of determining whether sufficient acceptances required to confirm the Plan have been received will be the vote recorded on the last timely, properly completed Ballot, as determined by the Solicitation Agent, with respect to such Claim.

If you are a Holder of a Claim that is entitled to vote on the Plan and did not receive a Ballot, received a damaged Ballot, or lost your Ballot, or if you have any questions concerning this Disclosure Statement, the Plan, the Ballot, or the procedures for voting on the Plan, please contact the Solicitation Agent at the phone numbers or email address listed in Section I.E.3 above or your attorney, as applicable.

HOLDERS OF CLAIMS IN THE VOTING CLASS ARE STRONGLY ENCOURAGED TO SUBMIT THEIR BALLOTS VIA THE SOLICITATION AGENT’S ONLINE VOTING PORTAL.

5. Tabulation of Votes

THE FOLLOWING IS IMPORTANT INFORMATION REGARDING VOTING THAT SHOULD BE READ CAREFULLY BY ALL HOLDERS OF CLAIMS IN THE VOTING CLASS.	
Votes Not Counted	<ul style="list-style-type: none"> • Any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim. • Any Ballot that is not actually received by the Solicitation Agent by the Voting Deadline (unless the Debtors determine otherwise or as permitted by the Bankruptcy Court). • Any Ballot that does not contain a signature; <i>provided</i>, that signatures contained in electronic Ballots submitted via the Solicitation Agent's online voting portal will be deemed to be immediately legally effective. • Any Ballot that partially rejects and partially accepts the Plan. • Any Ballot not marked to accept or reject the Plan or marked both to accept and reject the Plan. • Any Ballot superseded by a later, timely submitted, valid, and properly executed Ballot. • Any vote cast by a Person or entity that did not hold a Claim in the Voting Class as of the Voting Record Date.
No Vote Splitting	<ul style="list-style-type: none"> • Holders are required to vote all of their Claims within the Voting Class either to accept or reject the Plan and are not permitted to split any votes.
Retention of Ballots	<ul style="list-style-type: none"> • The Solicitation Agent is required to retain all paper copies of Ballots and all solicitation-related correspondence for one (1) year following the Effective Date, whereupon the Solicitation Agent is authorized to destroy and otherwise dispose of all paper copies of Ballots, printed solicitation materials including unused copies of the Solicitation Package and all solicitation-related correspondence (including undeliverable mail), in each case unless otherwise directed by the Debtors or the Clerk of the Bankruptcy Court in writing within such one (1)-year period.
Voting Amounts	<ul style="list-style-type: none"> • With respect to Prepetition Term Loan Claims, the amount of Prepetition Term Loan Claims, for voting purposes only will be established based on the amounts of the loan positions held by each Holder of such Claim as of the Voting Record Date, as evidenced by the applicable books and records maintained by the Prepetition Term Loan Agent, which was provided to the Debtors or the Solicitation Agent in electronic Microsoft Excel format promptly following the Voting Record Date.

F. Confirmation of the Plan

1. The Combined Hearing

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court to hold a confirmation hearing upon appropriate notice to all required parties. On, or as promptly as practicable after, the Petition Date, the Debtors will request that the Bankruptcy Court schedule the Combined Hearing for a date no sooner than January 24, 2025 (or as soon thereafter as the Bankruptcy Court has availability). Notice of the Combined

Hearing will be provided to all known creditors and equity holders or their Representatives. The Combined Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for the announcement of the continuation date made at the Combined Hearing, at any subsequent continued Combined Hearing, or pursuant to a notice filed on the docket for the Chapter 11 Cases.

2. The Deadline for Objecting to Confirmation of the Plan

Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to the confirmation of a plan. The Debtors intend to propose the Plan Objection Deadline to be January 21, 2025 at 4:00 p.m. (prevailing Central Time). Any objection to confirmation of the Plan must be in writing, must conform to the Bankruptcy Rules and the Bankruptcy Local Rules for the Southern District of Texas (the “**Bankruptcy Local Rules**”), must set forth the name of the objector, the nature and amount of the Claims and/or Interests held or asserted by the objector against the Debtors’ Estates or properties, the basis for the objection and the specific grounds therefor, and must be filed with the Bankruptcy Court, together with proof of service thereof, and served upon the following parties, including such other parties as the Bankruptcy Court may order (the “**Notice Parties**”):

- (a) The Container Store Group, Inc., 500 Freeport Parkway, Coppell, TX 75019, Attn: Tasha Grinnell (TLGrinnell@containerstore.com);
- (b) Proposed counsel to the Debtors, (i) Latham & Watkins LLP, 355 South Grand Avenue, Suite 100, Los Angeles, CA 90071, Attn: Ted Dillman (ted.dillman@lw.com) and Latham & Watkins LLP, 1271 Avenue of the Americas, New York, NY 10020, Attn: Hugh Murtagh (hugh.murtagh@lw.com), and (ii) Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, TX 77002, Attn: Timothy A. (“Tad”) Davidson II (taddavidson@HuntonAK.com) and Ashley L. Harper (ashleyharper@HuntonAK.com);
- (c) counsel to the DIP ABL Loan Agent, (i) Riemer & Braunstein LLP, Times Square Tower, Seven Times Square, Suite 2506, New York, NY 10036, Attn: Donald E. Rothman (drothman@riemerlaw.com) and Steven E. Fox (sfox@riemerlaw.com) and (ii) Frost Brown Todd LLP, Rosewood Court, 2101 Cedar Springs Road, Suite 900, Dallas, TX 75201, Attn: Rebecca L. Matthews (rmatthews@fbtlaw.com);
- (d) Counsel to the Ad Hoc Group, Paul Hastings LLP, (i) 200 Park Avenue, New York, NY 10166, Attn: Jayme Goldstein (jaymegoldstein@paulhastings.com); Isaac Sasson (isaacsasson@paulhastings.com); and William Reilly (williamreilly@paulhastings.com); Leonie Koch (leoniekoch@paulhastings.com), (ii) 2001 Ross Avenue, Suite 2700, Dallas, TX 75201, Attn: Charles Persons (charlespersons@paulhastings.com), and (iii) 600 Travis Street, 58th Floor, Houston, TX 77002, Attn: Schlea Thomas (schleathomas@paulhastings.com);
- (e) Counsel to the Prepetition ABL Facility Agent, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, NY 10017, Attn: Ian Kitts (ian.kitts@stblaw.com);
- (f) Counsel to the DIP Term Loan Agent, Paul Hastings LLP, 200 Park Avenue, New York, NY 10166, Attn: Alex Cota (alexcota@paulhastings.com) and Liz Loonam (lizloonam@paulhastings.com);
- (g) the United States Trustee, 515 Rusk Street, Suite 3516, Houston, TX 77002 Attn: Ha Nguyen (Ha.Nguyen@usdoj.gov) and Vianey Garza (Vianey.Garza@usdoj.gov); and

- (h) Counsel to any statutory committee, if one is appointed.

CONFIRMATION OBJECTIONS NOT TIMELY FILED AND SERVED MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

3. Effect of Confirmation of the Plan

Article IX of the Plan contains certain provisions relating to (a) the compromise and settlement of Claims, (b) the release of the Released Parties by the Debtors and certain other Releasing Parties, and (c) exculpation of certain estate fiduciaries. It is important to read such provisions carefully so that you understand the implications of these provisions with respect to your Claim such that you may cast your vote accordingly.

THE PLAN WILL BIND ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT SUCH HOLDER (A) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, (B) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES, OR (C) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

G. The Plan Releases

The Plan contains the Third-Party Release, which will bind certain holders of Claims and Interests. The Debtors believe these provisions comply fully with applicable law. The following summary of those provisions is subject in all respects to the Plan itself.

Article IX.C of the Plan provides that the Releasing Parties will be deemed to have released the Released Parties from Claims and Causes of Action relating to the Debtors and the Restructuring and Chapter 11 Cases, among other things. The Released Parties include, among others, the Debtors, the Reorganized Debtors, the Non-Debtor Affiliates, each of their current and former directors, officers, and proxyholders, the parties to the Transaction Support Agreement, each Agent, and the respective advisors and Representatives of each of the foregoing parties.

The Debtors' position is that this Third-Party Release is consensual under prevailing practice in the Bankruptcy Court because applicable Holders of Claims and Interests have the ability to "opt out" of the release by timely submitting a Release Opt-Out Form. This structural element of the Plan, combined with the Debtors' anticipated solicitation and noticing process, justifies deeming any applicable Holder of a Claim or Interest to have consented to the release.

The Released Parties also would be released from any Claims and Causes of Action held by the Estates under the Plan. Additionally, from and after the Effective Date, Holders of certain Claims who have not validly opted out of the Third-Party Release, will be barred from proceeding with Claims against any Released Party, regardless of the extent of available insurance coverage.

All Holders of Claims and Interests are advised to read Article IX of the Plan, which sets forth in greater detail the information disclosed in this Section I.G of this Disclosure Statement.

H. Deregistration and Issuance of New Equity Interests

The New Equity Interests will not be listed on a national securities exchange following the Effective Date and the Debtors and Consenting Term Lenders have no intention to seek such a listing. Distributions of the New Equity Interests are expected to be made by delivery or book-entry transfer thereof by the Distribution Agent in accordance with the Plan and the New Organizational Documents.

If the Reorganized Parent were to list the New Equity Interests on an exchange other than a national securities exchange, Reorganized Parent would be required to comply with the rules and requirements of such exchange.

Stockholders are advised to seek legal and tax advice in relation to any transfers of New Equity Interests.

I. Consummation of the Plan

It will be a condition to confirmation of the Plan that all provisions, terms, and conditions of the Plan are approved in the Combined Order unless otherwise satisfied or waived pursuant to the provisions of Article VIII of the Plan. Following confirmation, the Plan will be consummated on the Effective Date.

J. Risk Factors

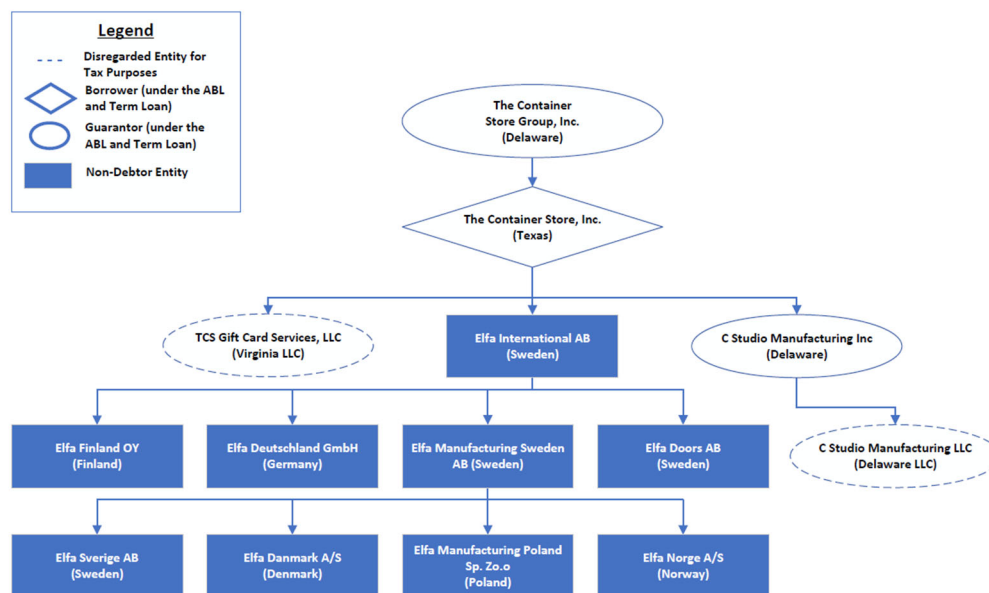
Before deciding whether and how to vote on the Plan, each Holder of a Claim in a Voting Class should consider carefully all of the information in this Disclosure Statement, including the Risk Factors described in Section IX hereof (“*Risk Factors to Consider Before Voting*”).

**II.
BACKGROUND TO THE CHAPTER 11 CASES**

A. The Debtors’ Corporate Structure

The Container Store Group, Inc.—the lead Debtor and a publicly traded corporation incorporated in the state of Delaware—directly or indirectly owns and controls each of the other Debtors (together with their non-debtor affiliates, the “*Company*”). Specifically, (1) Debtor The Container Store Group, Inc. (“*TCSG*”) directly owns and controls one hundred percent (100%) of the outstanding equity interests of Debtor The Container Store, Inc. (“*TCS*”), a Texas corporation; (2) TCS directly owns and controls one hundred percent (100%) of the outstanding equity interests of Debtor TCS Gift Card Services, LLC (“*TCS Gift*”), a Virginia limited liability company, and Debtor C Studio Manufacturing Inc. (“*C Studio*”), a Delaware corporation; and (3) Debtor C Studio Manufacturing Inc owns and controls one hundred percent (100%) of the outstanding equity interests of Debtor C Studio Manufacturing LLC, a Delaware limited liability company. The Company’s Elfa (as defined below) subsidiaries are *not* debtors and will continue to operate in the ordinary course of business outside of the Chapter 11 Cases.

The following organizational chart depicts the Company’s legal and operating structure, with non-debtor entities shaded in blue:³



B. The Debtors’ Business Operations

The Company provides merchandise and services covering a broad selection of custom spaces, organizing solutions, and in-home services. The Company conducts business in physical stores (with product offerings tailored based on store location and size) and online. Products are sourced both domestically and internationally and shipped to stores or customers from domestic distribution centers using contract carriers.

1. Product Segments

The Company is divided into two main product segments: (a) the TCS segment (the “TCS Segment”) and (b) Elfa. For fiscal year 2023, the Company had total net sales of approximately \$847.7 million. The TCS Segment and Elfa accounted for approximately 94.5% (\$801.4 million) and 5.5% (\$46.3 million), of such sales, respectively.

a. *The TCS Segment*

The TCS Segment is comprised of two sub-segments: Custom Spaces and General Merchandise (each as defined below).

The Container Store Custom Spaces sub-segment (“*Custom Spaces*”) offers a range of branded product lines that are entirely owned and manufactured by the Company. These lines provide customers with both metal- and wood-based organizational products, ranging from portable drawers to fully custom shelving units. Among the Custom Spaces brands, the Elfa Classic brand features epoxy-bonded steel products that are ideal for pantries, playrooms, and kid’s spaces. Elfa Décor+ provides organizational solutions with

³ This chart is subject to further updates by the Debtors in the event of any changes to the Debtors’ corporate structure.

stylish back panels, LED lighting, full-extension drawers, and solid birch drawer fronts and trim. Elfa Garage+ offers adjustable, specialized storage for gear and tools, and heavy-duty workspaces. The Preston system allows customers to design their own luxury, custom, wood-based organization systems. Across these brands, customers can select from a comprehensive suite of customizable storage systems, which include in-home design and installation, at a variety of price points.

To support Custom Spaces, the Company operates the C Studio manufacturing facility in Elmhurst, Illinois, which designs and manufactures the Company's premium wood-based custom space product offerings. The facility is equipped with advanced manufacturing technology and staffed by skilled artisans and designers who work collaboratively to create innovative and customizable storage solutions.

The Container Store General Merchandise sub-segment ("**General Merchandise**") provides complementary organization solutions to complete the Company's Custom Spaces' offerings. Within General Merchandise, the Company offers over 10,000 storage and organization products including drawers, boxes and bins, shelving, food storage, laundry hampers, hooks, and gift packaging, with the goal of simplifying customers' lives and maximizing the spaces within their homes.

b. Elfa.

The Container Store, Inc.'s wholly owned Swedish subsidiary, Elfa International AB ("**Elfa**"), designs and manufactures products featured and sold in the Company's TCS segment, such as component-based shelving and drawer systems. Founded in 1948 and headquartered in Malmö, Sweden, Elfa has been a supplier to The Container Store since its opening in 1978. The Company acquired Elfa in 1999 and remains the exclusive distributor of Elfa products in the United States today. Elfa operates three manufacturing facilities with two located in Sweden and one in Poland. In addition to supplying The Container Store, Elfa also sells its products on a wholesale basis to various retailers in approximately 30 countries around the world, concentrated in the Nordic region of Europe. For the avoidance of doubt, Elfa and its subsidiaries are not debtors in the Chapter 11 Cases.

2. Sourcing and Distribution

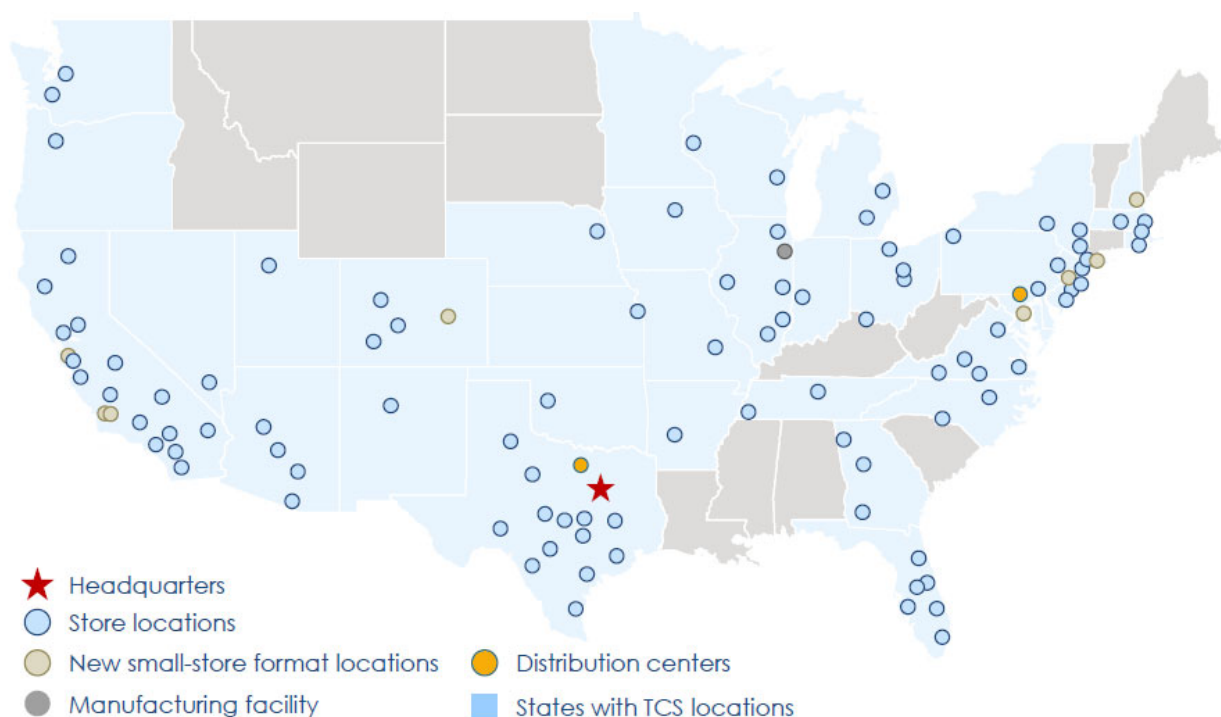
The Company has multiple domestic and international sources of supply for each category of products that it sells. In fiscal year 2023, the Company sourced 47% of its purchases from domestic suppliers and the remaining 53% from foreign suppliers (approximately 33% of such foreign suppliers are located in China). Elfa represents approximately 27% of the Company's purchases. Although the Company does not enter into long-term contracts with its vendor partners, 15 of its top 20 vendors have worked with the Company for the last 10 years and several of those vendors have worked with the Company since its inception in 1978.

In the TCS Segment, a majority of the Company's merchandise flows through one of the Company's two distribution centers, prior to being transported to the Company's retail stores and/or online customers. The first distribution center is co-located with the Company's support center in Coppell, Texas. The approximately 1.1 million square foot facility was designed and constructed specifically for The Container Store and is comprised of approximately 100,000 square feet of support center space and approximately 1 million square feet of distribution center space. The Company's second distribution center located in Aberdeen, Maryland is approximately 700,000 square feet and is comprised primarily of distribution center space. The Company also operates the aforementioned C Studio manufacturing facility, a 58,000 square feet domestic location in Elmhurst, Illinois to directly manufacture and supply the Company's premium, wood-based Custom Spaces offerings.

The Company's distribution centers serve dual purposes: replenishing retail store inventory and fulfilling direct-to-customer orders. To transport products to stores, the Company relies on third-party truckload carriers, whereas major parcel carriers handle direct-to-customer deliveries. With best-in-class logistics technology, the Company optimizes its operations and processes for receiving, picking, packing, and shipping, laying a strong foundation for future growth. Continuous enhancements in process efficiency, material handling, and automation further strengthen the distribution centers, enable greater service level efficiencies, and improve inventory management. These strategically located distribution centers enhance service levels for customers and expand the Company's network capacity.

3. Retail Channels

Customers can purchase the Company's products online or at one of the Company's stores, all of which are operated pursuant to real property leases. As of the date hereof, the Company had 104 stores in 34 states and the District of Columbia, with approximately 24,000 square feet of floor space on average. The Company's stores are strategically located near urban centers with high home project and custom space demands, facilitating unique home shopping experiences under one roof. The below map illustrates the location of store locations and distribution centers by state:



As a multi-channel retailer, The Container Store offers a full suite of e-commerce solutions, including a website, mobile application, and call center to complement the physical stores. The website, containerstore.com, is intended to replicate the store experience offering virtually the same product assortment and providing real time inventory information for stores, as well as certain products found exclusively online. The Company offers free shipping on orders over \$99 or in the alternative, customers can order online and then pick up at a store, utilize curbside pick-up services, or request same-day home delivery in select markets. For fiscal year 2023, approximately 28% of sales revenue was generated online.

4. Human Capital

As of the date of this Disclosure Statement, the Company employs approximately 3,800 people, of whom approximately 2,900 work in the Debtors' store locations.⁴ Specifically, and as described further in the Wages Motion,⁵ the Debtors' workforce consists of approximately 750 salaried employees, 2,200 part-time hourly employees, and 850 full-time hourly employees.

C. The Debtors' Prepetition Capital Structure

As of the date hereof, the Company had approximately \$243.1 million of funded debt (inclusive of accrued and unpaid interest, but excluding issued but undrawn letters of credit under the Prepetition ABL Facility (as defined below)), consisting of (i) an asset-based revolving lending facility and (ii) a secured term loan facility. The Company's prepetition funded debt obligations are summarized in the below table:

Facility	Governing Document	Borrower	Maturity	Outstanding Principal
Prepetition ABL Facility	Prepetition ABL Credit Agreement	The Container Store, Inc.	November/October 2025	\$80,000,000 ⁶
Prepetition Term Loan Facility	Prepetition Term Loan Credit Agreement	The Container Store, Inc.	January 2026	\$163,125,321.74
Total Secured Debt				\$243,125,321.74

1. The Prepetition ABL Facility

On April 6, 2012, TCS, as borrower, TCSG, TCS Gift, and TCS Installation Services, LLC,⁷ in their respective capacities as guarantors thereunder, JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (in such capacity, the "**Prepetition ABL Agent**"), and the other lenders and letter-of-credit issuers party thereto (the "**Prepetition ABL Lenders**") entered into that certain Credit Agreement (as amended by that certain Amendment No. 1, dated as of April 8, 2013, that certain Amendment No. 2, dated as of October 8, 2015, that certain Amendment No. 3, dated as of May 20, 2016, that certain Amendment No. 4, dated as of August 18, 2017, that certain Amendment No. 5, dated as of November 25, 2020, and that certain Amendment No. 6, dated as of May 22, 2023, the "**Prepetition ABL Credit Agreement**"), pursuant to which the Prepetition ABL Lenders provided an asset-based revolving credit facility (the "**Prepetition ABL Facility**") in a current aggregate principal amount of up to \$100 million, with a \$40 million sublimit for the issuance of letters of credit and a \$15 million sublimit for the issuance of swingline loans. In addition, the Prepetition ABL Facility includes an uncommitted incremental revolving facility for an amount of up to \$50 million, which is subject to satisfaction of specified conditions. The Prepetition ABL Facility matures on the earlier of (a) November 25, 2025 and (b) October 31, 2025, if any portion of

⁴ The average employee headcount per store is 26, and high-volume stores employ a Custom Spaces sales manager.

⁵ The "**Wages Motion**" is the *Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to (A) Pay Certain Employee Compensation and Benefits, (B) Maintain and Continue Such Benefits and Other Employee-Related Programs, and (C) Pay Prepetition Claims of Contracted Labor; (II) Granting Relief from Automatic Stay with Respect to Workers' Compensation Claims; and (III) Granting Related Relief*, which the Debtors intend to file on the Petition Date.

⁶ This amount excludes letters of credit issued under the Prepetition ABL Facility.

⁷ TCS Installation Services, LLC has since been merged into TCS.

the Prepetition Term Loan Obligations (as defined below) remains outstanding on such date and the maturity date of the Prepetition Term Loan Facility (as defined below) is not extended. As of the Petition Date, there was approximately \$80 million in principal outstanding and \$7.5 million in letters of credit issued under the Prepetition ABL Facility.

The obligations arising under the Prepetition ABL Facility (collectively, the “**Prepetition ABL Obligations**”) are guaranteed by Debtors TCSG, TCS Gift, C Studio Manufacturing Inc., and C Studio Manufacturing LLC and, as set forth in that certain ABL Facility Security Agreement dated as of April 6, 2012 (as amended by that certain Amendment No. 1 to Security Agreement and Pledge Agreement, dated as of October 28, 2024, the “**Prepetition ABL Security Agreement**”), secured by security interests in, and liens upon, substantially all assets of Debtor TCS and the above-mentioned Debtor guarantors, including first priority security interests in, and liens upon, the following assets of the Debtors: (a) all accounts; (b) all chattel paper; (c) all deposit accounts, securities accounts (for each of clauses (a) through (c), excluding accounts, chattel paper, deposit accounts and securities accounts which constitute identifiable proceeds of Prepetition Term Loan Priority Collateral (as defined below)); (d) all inventory; and (e) documents, general intangibles, instruments, and commercial tort claims, supporting obligations, letter-of-credit rights, books and records, and collateral security and guarantees evidencing, governing, or relating to any of the items referred to in the preceding clauses (a) through (d) (collectively, the “**Prepetition ABL Priority Collateral**”). Pursuant to the Intercreditor Agreement (as defined below), the Prepetition ABL Lenders hold second priority security interests in and liens upon the Prepetition Term Loan Priority Collateral (as defined below).⁸

2. The Prepetition Term Loan Facility

On April 6, 2012, Debtor TCS, as borrower, and Debtors TCSG, TCS Gift, and TCS Installation Services, LLC,⁹ in their respective capacities as guarantors thereunder, JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (in such capacity, the “**Prepetition Term Loan Agent**”), and the other lenders party thereto (the “**Prepetition Term Lenders**,” and together with the Prepetition ABL Lenders, the “**Prepetition Secured Creditors**”) entered into that certain Credit Agreement, dated as of April 6, 2012 (as amended by that certain Amendment No. 1 dated as of April 8, 2013, that certain Amendment No. 2 dated as of November 27, 2013, that certain Amendment No. 3 dated as of May 20, 2016, that certain Amendment No. 4 dated as of August 18, 2017, that certain Amendment No. 5 dated as of September 14, 2018, that certain Amendment No. 6 dated as of October 8, 2018, that certain Amendment No. 7 dated as of November 25, 2020, that certain Amendment No. 8 dated as of June 14, 2023, and that certain Amendment No. 9 dated as of October 8, 2024, the “**Prepetition Term Loan Credit Agreement**”), pursuant to which the Prepetition Term Lenders provided a senior secured term loan facility in an initial principal amount of \$275 million (the “**Prepetition Term Loan Facility**,” and together with the Prepetition ABL Facility, the “**Prepetition Credit Facilities**”). The Prepetition Term Loan Facility matures on January 31, 2026. As of the Petition Date, there was approximately \$163.1 million in principal outstanding under the Prepetition Term Loan Facility.

The obligations arising under the Prepetition Term Loan Facility (the “**Prepetition Term Loan Obligations**”) are secured by security interests in, and liens upon, substantially all assets of the Debtors, including first priority security interests in, and liens upon, the following assets of the Debtors: (a) all

⁸ The collateral package for the Prepetition ABL Facility also includes the equity pledge of Elfa, which was increased from 65.0% to 100.0% pursuant to that certain Amendment No. 1 to Security Agreement and Pledge Agreement, dated as of October 28, 2024.

⁹ TCS Installation Services, LLC has since been merged into TCS.

equipment, fixtures, real property, intellectual property and investment property (other than any investment property described as Prepetition ABL Priority Collateral); (b) all instruments, documents, and general intangibles (other than any instruments, documents, and general intangibles described as Prepetition ABL Priority Collateral); (c) all “Term Loan Priority Accounts” (as defined in the Intercreditor Agreement); (d) all other collateral other than Prepetition ABL Priority Collateral; and (e) all collateral security and guarantees with respect to the foregoing and all cash, money, insurance proceeds, instruments, securities, financial assets, and deposit accounts received as proceeds of the foregoing, other than the Prepetition ABL Priority Collateral (collectively, the “*Prepetition Term Loan Priority Collateral*”).¹⁰ Additionally, the Prepetition Term Loan Obligations are secured by second priority security interests in, and liens upon, the Prepetition ABL Priority Collateral.

3. The Intercreditor Agreement

The respective rights of the Prepetition ABL Lenders and the Prepetition Term Lenders with respect to their shared collateral are governed by that certain Intercreditor Agreement, dated as of April 6, 2012, by and between the Prepetition ABL Agent and the Prepetition Term Loan Agent (as amended by that certain Amendment No. 1 dated as of April 8, 2013, the “*Intercreditor Agreement*”). The Intercreditor Agreement governs, among other things, the division of collateral into Prepetition ABL Priority Collateral and Prepetition Term Loan Priority Collateral and the priority of claims with respect thereto, as well as the respective rights of the Prepetition ABL Lenders and the Prepetition Term Lenders in connection with certain bankruptcy matters, such as the provision of postpetition financing.

4. Unsecured Debt

In addition to their funded debt, the Debtors have customary unsecured debt, including amounts owed to trade vendors and landlords. The Company routinely incurs fixed, liquidated, and undisputed payment obligations in the ordinary course of business to various third-party providers of goods and services. These include obligations owed to The Container Store’s extensive network of vendors, upon which the Company relies to supply merchandise. A majority of these vendors conduct business with the Company on a purchase order-by-purchase order basis and are paid on prearranged terms. As of the Petition Date, the Debtors estimate that approximately \$25.945 million of merchandise trade debt is outstanding. As discussed in greater detail in the All Trade Motion,¹¹ certain of these claims are entitled to statutory priority, including under section 503(b)(9) of the Bankruptcy Code, or may give rise to liens in favor of shippers, warehousemen, or mechanics in the event they go unpaid. However, regardless of whether such claims are afforded priority under the Bankruptcy Code, **the Debtors anticipate that all such vendor and service provider claims will be paid or otherwise satisfied in full in the ordinary course.**

The Company also has certain lease obligations, as its stores, distribution centers, and corporate offices are operated exclusively from leased premises. The Debtors estimate that an average of approximately \$11.7 million accrues on account of lease and occupancy-related expenses each month. A substantial liability accounting for the remaining expenses associated with the Debtors’ leases is reflected on the Debtors’ books

¹⁰ The Prepetition Term Loan Priority Collateral also includes the equity pledge of Elfa, which was increased from 65.0% to 100.0% pursuant to that certain Amendment No. 1 to Security Agreement and Pledge Agreement, dated as of October 28, 2024.

¹¹ The “*All Trade Motion*” means the *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to Pay Prepetition Trade Claims in the Ordinary Course of Business and (II) Granting Related Relief*, filed contemporaneously herewith.

at any given time. **The Debtors are continuing to operate in the ordinary course during the Chapter 11 Cases.**

III.
EVENTS PRECEDING COMMENCEMENT
OF THE ANTICIPATED CHAPTER 11 CASES

A. Challenging Post-Covid Retail Environment, Strategic Alternatives Review, and Appointment of Transaction Committee

The persistently challenging retail environment—including pulled-forward demand and subsequently reduced consumer spending in the storage and organization category, increased price sensitivity, post-COVID winddown, fewer home sales, and intensified competition—significantly impacted the Company’s performance from its peak in 2021. These challenges resulted in a 10.5% year-over-year decline in revenue and 77.1% year-over-year decline in adjusted EBITDA for the fiscal quarter ended September 28, 2024. Furthermore, the Company has faced increased interest expenses and looming debt maturities.

Against the backdrop of these challenges, the Board initiated a formal review process to evaluate strategic alternatives including a potential sale of the Company, new equity investment, or refinancing of the Company’s Prepetition Credit Facilities (such process, the “*Strategic Alternatives Review*”). In furtherance of the Strategic Alternatives Review and in consultation with the Company’s advisors, the Board also determined that it was in the best interests of the Company and its stakeholders to establish a committee of the Board (the “*Transaction Committee*”)¹² to assist the Board in fulfilling its responsibilities relating to the Strategic Alternatives Review and to oversee the Strategic Alternatives Review (including reviewing, negotiating, and evaluating any potential transactions and making recommendations to the Board regarding the advisability of one or more transactions).

B. The Initial Marketing Process and the Potential Equity Investment from Beyond, Inc.

As part of the Strategic Alternatives Review, the Transaction Committee retained JPMorgan Chase & Co. (“*JPMorgan*”) as financial advisor. JPMorgan thereafter conducted an extensive marketing and outreach effort to gauge interest in a purchase of, or investment in, the Company. That effort included initial outreach to approximately forty (40) strategic investors and twenty-six (26) financial sponsors. Twenty parties submitted NDAs and engaged in diligence. Five parties submitted preliminary, non-binding purchase or investment proposals. Four of those parties declined to progress beyond their initial non-binding proposals.

Ultimately, the marketing process did not result in any offers to purchase the entire Company. Instead, the Company received only one offer from Beyond, Inc. (“*Beyond*”) to make a strategic investment in the Company through a preferred equity transaction. On October 15, 2024, the Company announced a strategic partnership with Beyond with the goal of positioning the Company to achieve incremental sales growth over time by utilizing and benefiting from Beyond’s intellectual property, customer data, network of brands, and affiliate relationships. As part of the strategic partnership, Beyond agreed to invest \$40.0 million in the Company through a convertible preferred equity transaction subject to certain terms and conditions, including an amendment or refinancing of the Prepetition Credit Facilities in a manner commercially acceptable to Beyond (the “*Beyond Equity Investment*”).

¹² The Transaction Committee is comprised of certain members of the Board who are independent and disinterested with respect to any contemplated transaction (other than as a director of the Company or equity ownership in the Company). Kristofer Galashan, Lisa Klinger, Anthony Laday, and Nicole Otto served on the Transaction Committee.

C. The Formation of the Ad Hoc Group and the Company’s Retention of Houlihan

Meanwhile, an ad hoc group of Prepetition Term Lenders (the “*Ad Hoc Group*”) organized in response to the Company’s financial performance and upcoming maturities. When it became unlikely that the sale process would yield a sale of the entire Company and repay the Company’s funded debt in full, the Company also retained Houlihan Lokey, Inc. (“*Houlihan*”) in September 2024 to engage with the Ad Hoc Group and explore standalone financing options.

D. Deteriorating Business Performance and Continued Liquidity Pressures

During the Summer and Fall of 2024, the Company continued to experience worsening business performance and significant pressures on its liquidity. For the second quarter ended September 28, 2024, the Company’s consolidated net sales declined by 10.5% year-over-year to \$196.6 million. For the same period, the Company incurred a consolidated net loss of \$16.1 million, compared to a net loss of \$23.7 million, respectively, in the second quarter of fiscal year 2023. The Company’s adjusted EBITDA for the same period was \$3.9 million, representing a \$43.8 million (or 91.8%) decrease from the peak level of \$47.7 million in the second quarter of fiscal year 2021.

In addition to the challenging retail environment that persisted during this time, the Company’s liquidity was further negatively impacted by its need to increase its borrowings under the Prepetition ABL Facility in advance of the holiday period.¹³ These higher borrowings under the Prepetition ABL Facility and a higher interest rate on the Prepetition Term Loan Facility during the second quarter of fiscal year 2024 led to a 15.4% year-over-year increase in consolidated net interest expense to \$6.0 million in the second quarter of fiscal year 2024.

The Company’s liquidity was further constrained by mounting vendor pressure in the form of strained vendor credit relationships resulting from the fear that the Company would not have enough cash on hand to pay vendors in full in the wake of its publicly reported operating performance and downgrades of the Company’s credit ratings (by S&P Global Ratings in March 2024 and by Moody’s Investor Service in November 2024). Such pressure continues to impact liquidity and inventory levels as the Company works to address these vendor concerns.

E. Amendment No. 9 to Prepetition Term Loan Facility

The foregoing factors rendered the Company unable to comply with the consolidated leverage ratio covenant in the Prepetition Term Loan Credit Agreement for the second quarter of fiscal year 2024. On October 8, 2024, as part of its continued support of the Company’s business and strategic initiatives, the Ad Hoc Group agreed to enter into Amendment No. 9 to the Prepetition Term Loan Facility (the “Prepetition Term Loan Amendment No. 9”) which, among other things, (i) waived the testing of the consolidated leverage ratio covenant (defined in the Prepetition Term Loan Credit Agreement as the ratio of total debt to consolidated EBITDA) for the second quarter of fiscal year 2024; (ii) added a covenant for the Company to enter into a qualified financing transaction, subject to the approval of the Required Lenders (as defined in the Prepetition Term Loan Credit Agreement) by November 15, 2024 (which date has been extended from time to time to December 31, 2024 by the Required Lenders); and (iii) amended certain of the covenants in the Prepetition Term Loan Credit Agreement which, among other things, narrowed the Company’s ability to incur additional indebtedness or engage in certain non-ordinary course transactions.

¹³ Historically, the Company’s liquidity fluctuates as a result of building inventory for key selling periods and the Company’s borrowings generally increase in its second and third fiscal quarters as it prepares for promotional campaigns and the holiday season.

F. Beyond's Unwillingness to Consummate an Investment and the Pursuit of Alternative Transactions

In connection with the potential Beyond Equity Investment, the Company and Ad Hoc Group engaged in sustained, good-faith efforts to offer an amendment and/or refinancing proposal acceptable to Beyond in order to move forward with consummating the contemplated investment. Unfortunately, despite the best efforts of the Ad Hoc Group and the Company, Beyond ultimately indicated that it was unwilling to accept any of the financing proposals supported by the Ad Hoc Group.¹⁴ Simultaneously, the Company's liquidity position continued to become increasingly constrained, necessitating additional capital to support the business.¹⁵

Additionally, given the upcoming maturity wall (i.e., springing maturity of the Prepetition ABL Facility on October 31, 2025 and maturity of the Prepetition Term Loan Facility on January 31, 2026), the Company faced the potential for events of default across its capital structure as early as June 2025, if it were unable to obtain an audit opinion for fiscal year 2024 financial statements without a going concern qualification. In fact, without the Prepetition Term Loan Amendment No. 9 described above, the Company would have been in non-payment default under the Prepetition Term Loan Facility in October 2024.

Accordingly, Houlihan pivoted to explore financing options that were not dependent upon the Beyond Equity Investment and solicited proposals to refinance the Debtors' Prepetition ABL Facility or provide incremental third-party financing (including debtor-in-possession financing). Houlihan also engaged with the Ad Hoc Group to explore options to provide financing to support a standalone restructuring of the Company. The Company and the Ad Hoc Group exchanged numerous proposals for the restructuring of the Company's capital structure on both an in-court and out-of-court basis. As negotiations with the Ad Hoc Group and the Prepetition ABL Lenders progressed, the Board concluded that proceeding with a replacement ABL facility for a comprehensive balance-sheet restructuring would represent the most value-maximizing path and position the Company for long term success.

G. Appointment of Restructuring Committee and Investigation Subcommittee

In connection with the Company's ongoing exploration of strategic alternatives, on December 4, 2024, the Board constituted an independent special restructuring committee (the "**Restructuring Committee**")¹⁶ that is responsible for exploring and overseeing negotiations related to potential restructuring transactions, including financing, sale, reorganization, recapitalization, strategic transactions, and other opportunities and transactions, for the Company and its subsidiaries, subject to Board approval.

¹⁴ Beyond stated publicly as early as November 20, 2024: "[T]he proposed financing terms we have reviewed to date fall short of what we believe is necessary to complete the transaction." As of the date hereof, Beyond has not indicated it intends to accept any proposal made.

¹⁵ The Company's second quarter sales results represented sequential improvement compared to the prior quarter results. For example, Custom Spaces continued to grow due to increased brand awareness from higher marketing spend and investments in in-home design services. From a customer demand perspective, orders placed for Custom Spaces but not yet delivered experienced year-over-year growth during the second quarter of fiscal year 2024. Additionally, General Merchandise continued to sequentially improve as the Company focused on ensuring core product categories are in stock, while enhancing key areas of the assortment with newness and innovation. Nevertheless, such improvements were insufficient to counterbalance the overall challenging retail environment that is not expected to reverse course in the near future.

¹⁶ The Restructuring Committee members are Lisa Klinger, Nicole Otto, Karen Stuckey, and Charles Tyson.

Based upon guidance from the Restructuring Committee, the Company, in consultation with its advisors, ultimately determined that it did not have sufficient liquidity to operate in the ordinary course during or beyond January 2025 absent new liquidity and a substantial modification of its current capital structure. Accordingly, and in light of the fact that the Company faced both potential future defaults as well as upcoming maturities on both its Prepetition ABL Facility and the Prepetition Term Loan Facility, the Debtors and the Ad Hoc Group engaged in iterative negotiations regarding the terms of a value-maximizing path forward for the Company that would have the requisite stakeholder support and provide sufficient deleveraging and access to new capital. These discussions ultimately led to entry into the Transaction Support Agreement on December 21, 2024.

The Transaction Support Agreement and the Plan also contemplate the provision of typical releases to the Debtors' directors and officers, among others. In light of these proposed releases, on December 4, 2024, the Board constituted a two-member independent special sub-committee of the Restructuring Committee (the "*Investigation Subcommittee*").¹⁷ The Investigation Subcommittee tasked Hunton Andrews Kurth LLP ("*Hunton AK*")¹⁸ with leading, at the direction of the Investigation Subcommittee, an investigation into prepetition transactions and conduct to ensure that any releases to be provided under the Plan are appropriate in scope and nature. This investigation has been overseen by the Investigation Subcommittee with the assistance of Hunton AK. To date, no viable claims have been identified that would affect the Board's decision to authorize entry into the Transaction Support Agreement and solicitation of the Plan.

IV.

ANTICIPATED EVENTS DURING CHAPTER 11 CASES

A. Commencement of Chapter 11 Cases

In accordance with the Transaction Support Agreement, the Debtors anticipate filing voluntary petitions for relief under the Bankruptcy Code on or about December 22, 2024. The filing of the petitions will commence the Chapter 11 Cases, at which time the Debtors will be afforded the benefits and become subject to the limitations of the Bankruptcy Code.

The Debtors intend to continue operating their businesses in the ordinary course during the pendency of the Chapter 11 Cases. To facilitate the efficient and expeditious implementation of the Plan through the Chapter 11 Cases, and to minimize disruptions to the Debtors' operations on the Petition Date, the Debtors intend to seek to have the Chapter 11 Cases administered jointly and to file various motions seeking important and urgent relief from the Bankruptcy Court. Such relief, if granted, will assist in the administration of the Chapter 11 Cases; however, there can be no assurance that the requested relief will be granted by the Bankruptcy Court.

B. First Day Motions

On the Petition Date, the Debtors intend to file multiple motions and applications seeking various relief from the Bankruptcy Court and authorizing the Debtors to maintain their operations in the ordinary course (the "*First Day Motions*"). Such relief is designed to ensure a seamless transition between the Debtors' prepetition and postpetition business operations, facilitating a smooth reorganization through the chapter 11 process, and minimizing disruptions to the Debtors' businesses. The following is a brief overview of the

¹⁷ The Investigation Subcommittee members are Karen Stuckey and Charles Tyson.

¹⁸ In connection with the Company's contingency planning efforts, the Company engaged Hunton AK as co-counsel on November 26, 2024.

substantive relief the Debtors intend to seek on the Petition Date to maintain their operations in the ordinary course.

1. Debtor in Possession Financing and Cash Collateral Motion

To address their working capital needs and fund their reorganization efforts, on or immediately after the Petition Date, the Debtors intend to seek Bankruptcy Court approval of (a) an agreement with certain prepetition lenders to provide the DIP-to-Exit Term Loan Facility in an aggregate principal amount of \$115 million and (b) the entry into the DIP & Exit ABL Commitment Letter and the \$140 million DIP-to-Exit ABL Facility. The proposed order seeking approval of the DIP-to-Exit Facilities also reflects an agreement between and among the Debtors and certain of their secured creditors regarding the use of Cash Collateral (as defined in the Bankruptcy Code) and the terms of adequate protection to be provided to such parties.

2. Cash Management Motion

The Debtors maintain a cash management system that enables the Debtors to control and monitor corporate funds, ensure cash availability and liquidity across the Debtors' operations, comply with the requirements of their financing agreements, and reduce administrative expenses by facilitating the movement of funds as needed. On the Petition Date, the Debtors intend to seek authority from the Bankruptcy Court to continue their existing cash management system, honor certain prepetition obligations related thereto, continue ordinary course intercompany transactions between and among the Debtors and their Non-Debtor Affiliates and subsidiaries, and continue their ordinary cash management practices.

3. All Trade Motion

In the ordinary course of business, the Debtors incur various fixed, liquidated, and undisputed payment obligations (the "*Trade Claims*") to various third-party providers of goods and services related to the Debtors' business operations (the "*Trade Creditors*"). The Trade Claims are comprised of (a) prepetition claims held by vendors who provide inventory, (b) prepetition claims held by suppliers, service providers, and distributors based outside the United States, (c) prepetition claims held by common carriers, warehousemen, and toll processors in each case that may have or may be capable of asserting liens against the Debtors' property, and (d) prepetition claims held by all other general unsecured creditors, including those that provide supplies and/or services utilized by the Debtors, such as professionals utilized in the ordinary course and not otherwise retained pursuant to a separate order of the Bankruptcy Court.

By the All Trade Motion, the Debtors will request authority from the Bankruptcy Court to pay Trade Claims in full in their discretion and in the ordinary course of business, consistent with the Unimpaired treatment of General Unsecured Claims under the Plan. Furthermore, the Debtors will seek authority to request that, as a condition to receiving payment on account of Trade Claims, Trade Creditors agree to continue to provide goods and/or services to the Debtors on terms that are as good or better than the terms and conditions that existed 120 days prior to the Petition Date during the pendency of the Chapter 11 Cases (the "*Customary Trade Terms*"). If a Trade Creditor ceases to provide Customary Trade Terms, then the Debtors may seek an order from the Court for relief concerning any payment on a prepetition claim received by such Trade Creditor, including requiring the return of such payment as a voidable postpetition transfer under section 549 of the Bankruptcy Code.

4. Taxes Motion

Pursuant to the Plan, the Debtors intend to pay all taxes, assessments, fees, duties, and similar charges and assessments (collectively, the "*Taxes and Fees*") in full to the various U.S. national, state, and local taxing,

licensing, regulatory and other governmental authorities to which such taxes and fees are owed. To minimize any disruption to the Debtors' operations and ensure the efficient administration of the Chapter 11 Cases, on the Petition Date, the Debtors intend to seek authority from the Bankruptcy Court to pay all Taxes and Fees, whether arising pre- or post-petition, to the appropriate taxing, regulatory, and other governmental authorities in the ordinary course of the Debtors' businesses.

5. Insurance Motion

In connection with the operation of the Debtors' businesses, the Debtors maintain various liability, property and other insurance policies, which provide the Debtors with insurance related to, among other things, general commercial liability, crime, cargo, cyber, worker's compensation and employer's liability, directors' and officers' liability, auto, pollution, patent infringement, and various other liability and property losses, liabilities, and claims (collectively, the "*Insurance Policies*"). On the Petition Date, the Debtors will seek authority from the Bankruptcy Court to continue to maintain and renew their Insurance Policies, continue honoring their insurance obligations on a postpetition basis in the ordinary course of business, and pay accrued and outstanding prepetition amounts due in connection with the Insurance Policies.

6. Employee Wages and Benefits Motion

As of the date hereof, the Debtors employ approximately 3,800 individuals (the "*Employees*") as well as various contract workers (the "*Contracted Labor*" and, together with the Employees, the "*Workforce*"). In the ordinary course, the Debtors incur a number of obligations to, or for the benefit of, their Workforce (the "*Prepetition Workforce Obligations*"). The Debtors' Prepetition Workforce Obligations include: (a) wage and salary obligations, such as payroll and payments for Employees and Contracted Labor; (b) obligations to payroll processing services; (c) payouts under various performance-based incentive programs and severance plans; (d) expense reimbursements for company credit card and business travel expenses; (e) maintaining health and welfare benefits such as health, dental, and accidental death and dismemberment insurance; (f) funding retirement programs such as the Company's 401(k) program; (g) maintaining workers' compensation insurance; and (h) payments to the administrators of the Debtors' various Workforce-related programs. On the Petition Date, the Debtors will seek authority from the Bankruptcy Court to continue the Workforce-related programs in the ordinary course and to pay and honor the Prepetition Workforce Obligations.

7. Customer Programs Motion

In the ordinary course of business, the Debtors provide their customers with certain services, pricing, incentives, discounts, and other accommodations in order to preserve critical relationships and maximize customer loyalty (the "*Customer Programs*"). On the Petition Date, the Debtors will seek authority from the Bankruptcy Court to continue to maintain the Customer Programs, continue honoring their obligations under the Customer Programs on a postpetition basis in the ordinary course of business, and pay accrued and outstanding prepetition amounts due in connection with the Customer Programs.

8. Utilities Motion

In the ordinary course of business, the Debtors incur certain expenses related to essential utility services such as power, gas, water, sewer, recycling, trash disposal, and waste management, telecommunications, and other similar services. To facilitate timely and efficient processing and payment of invoices with respect to these utility services, the Debtors contract, in the ordinary course of business, with a payment processor to process and remit payments to certain utility companies on the Debtors' behalf. On the Petition Date, the Debtors intend to seek approval from the Bankruptcy Court of procedures to provide such utility providers with adequate assurance that the Debtors will continue to honor their obligations in the ordinary

course and to pay any fees owed to the payment processor, whether arising pre- or post-petition, in the ordinary course of the Debtors' business.

9. Equity Trading/NOL

The Debtors have certain net operating losses and other tax attributes that provide the potential for material future tax savings or other tax structuring possibilities in the Chapter 11 Cases. As a result, on the Petition Date, the Debtors intend to seek entry of an order from the Bankruptcy Court (i) approving certain notification procedures related to certain transfers of, or claims of worthlessness with respect to, the beneficial ownership of Debtor TCSG's outstanding common stock, and (ii) directing that any purchase, sale, other transfer of, or claim of worthlessness with respect to, the beneficial ownership of Debtor TCSG's outstanding common stock in violation of the procedures will be null and void *ab initio*.

C. Other Procedural Motions and Retention of Professionals

The Debtors intend to file various other motions that are common to chapter 11 cases of similar size and complexity to these Chapter 11 Cases, including applications to retain various professionals to assist the Debtors in the Chapter 11 Cases.

D. Timetable for the Chapter 11 Cases

In accordance with the Transaction Support Agreement, the Debtors have agreed to proceed with the implementation of the Plan through the Chapter 11 Cases. Among the Milestones contained in the Transaction Support Agreement is the requirement that the Bankruptcy Court enter the order confirming the Plan no later than 34 calendar days following the Petition Date. The Transaction Support Agreement also requires that the Effective Date occur no later than 14 calendar days following the entry of the Combined Order. Although the Debtors will request that the Bankruptcy Court approve a timetable consistent with the Transaction Support Agreement, there can be no assurance that the Effective Date will occur on such timetable.

V.

SUMMARY OF THE PLAN

THE TERMS OF THE PLAN, A COPY OF WHICH IS ATTACHED AS EXHIBIT A TO THIS DISCLOSURE STATEMENT, ARE INCORPORATED BY REFERENCE HEREIN. THE STATEMENTS CONTAINED IN THE DISCLOSURE STATEMENT INCLUDE SUMMARIES OF THE PROVISIONS CONTAINED IN THE PLAN AND IN THE DOCUMENTS REFERENCED THEREIN, WHICH ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE PLAN (AS WELL AS THE EXHIBITS THERETO AND DEFINITIONS THEREIN).

THE STATEMENTS CONTAINED IN THE DISCLOSURE STATEMENT DO NOT PURPORT TO BE PRECISE OR COMPLETE STATEMENTS OF ALL THE TERMS AND PROVISIONS OF THE PLAN OR DOCUMENTS REFERRED TO THEREIN, AND REFERENCE IS MADE TO THE PLAN AND TO SUCH DOCUMENTS FOR THE FULL AND COMPLETE STATEMENT OF SUCH TERMS AND PROVISIONS OF THE PLAN OR DOCUMENTS REFERRED TO THEREIN. HOLDERS OF CLAIMS AGAINST, AND INTERESTS IN, THE DEBTORS AND OTHER INTERESTED PARTIES ARE URGED TO READ THE PLAN AND THE EXHIBITS THERETO IN THEIR ENTIRETY SO THAT THEY MAY MAKE AN INFORMED JUDGMENT CONCERNING THE PLAN.

A. Classification and Treatment of Claims and Interests under the Plan

The Plan constitutes a separate chapter 11 Plan of reorganization for each Debtor. The provisions of Article III of the Plan govern Claims against and Interests in the Debtors. Except for the Claims addressed in Article II of the Plan (or as otherwise set forth herein), all Claims and Interests are placed in Classes for each of the applicable Debtors. For all purposes under the Plan, each Class will exist for each of the Debtors; *provided*, that any Class that is vacant as to a particular Debtor will be treated in accordance with Article III.G of the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, the Debtors have not classified Administrative Claims, DIP Claims, Priority Tax Claims, and Other Priority Claims as described in Article II of the Plan.

The categories of Claims and Interests listed below classify Claims and Interests for all purposes, including voting, Confirmation and distribution pursuant to the Plan and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. The Plan deems a Claim or Interest to be classified in a particular Class only to the extent that such Claim or Interest qualifies within the description of that Class and will be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. A Claim or an Interest is in a particular Class only to the extent that any such Claim or Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date.

Summary of Classification and Treatment of Claims and Interests

Class	Claim	Status	Voting Rights
1	Other Secured Claims	Unimpaired	Presumed to Accept
2	Prepetition ABL Claims	Unimpaired	Presumed to Accept
3	<i>Prepetition Term Loan Claims</i>	<i>Impaired</i>	<i>Entitled to Vote</i>
4	General Unsecured Claims	Unimpaired	Presumed to Accept
5	Subordinated Claims	Impaired	Deemed to Reject
6	Intercompany Claims	Impaired / Unimpaired	Deemed to Reject / Presumed to Accept
7	Intercompany Interests	Impaired / Unimpaired	Deemed to Reject / Presumed to Accept
8	Existing Equity Interests	Impaired	Deemed to Reject

B. Acceptance or Rejection of the Plan; Effect of Rejection of the Plan**1. Presumed Acceptance of Plan**

Claims in Classes 1, 2, and 4 are Unimpaired under the Plan, and the Holders of such Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Claims in Classes 1, 2, and 4 are not entitled to vote on the Plan and the votes of such Holders will not be solicited. Notwithstanding their non-voting status, Holders of such Class 1 and 4 Claims will receive a Release Opt-Out Form solely for purposes of affirmatively opting out of the Third-Party Release.

2. Voting Class

Claims in Class 3 are Impaired under the Plan, and the Holders of Allowed Claims in such Class are entitled to vote to accept or reject the Plan, including by acting through a voting representative. For purposes of determining acceptance and rejection of the Plan, votes will be tabulated on a Debtor-by-Debtor basis.

Pursuant to section 1226(c) of the Bankruptcy Code, an impaired class of claims accepts a plan if (a) the holders of at least two-thirds (2/3) in amount of claims actually voting in such class have voted to accept the plan and (b) the holders of more than one-half (1/2) in number of claims actually voting in such class have voted to accept the plan. Holders of Claims in Class 3 (or, if applicable, the voting representatives of such Holders) will receive Ballots containing detailed voting instructions. For the avoidance of doubt, each Claim in the sole Class entitled to vote to accept or reject the Plan that is not Allowed pursuant the Plan, and in each case, is wholly contingent, unliquidated, or Disputed, in each case, will be accorded one (1) vote and valued at one dollar (\$1.00) for voting purposes only, and not for purposes of allowance or distribution.

3. Deemed Rejection of the Plan

Claims and Interests in Classes 5 and 8 are Impaired under the Plan, and the Holders of such Claims and Interests will receive no distributions under the Plan on account of their Claims and Interests and are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Claims and Interests in Classes 5 and 8 are not entitled to vote on the Plan, and the votes of such Holders will not be solicited. Notwithstanding their non-voting status, Holders of Claims and Interests in Class 5 and Class 8 will receive a Release Opt-Out Form solely for purposes of affirmatively opting out of the Third-Party Release.

4. Presumed Acceptance of the Plan or Deemed Rejection of the Plan

Claims and Interests in Classes 6 and 7 are either (a) Unimpaired and, therefore, conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or (b) Impaired and will receive no distributions under the Plan and, therefore, are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Claims and Interests in Classes 6 and 7 are not entitled to vote on the Plan, and the votes of such Holders will not be solicited.

5. Confirmation Pursuant to Section 1129(a)(10) and 1129(b) of the Bankruptcy Code

Section 1129(a)(10) of the Bankruptcy Code is satisfied for purposes of confirmation by acceptance of the Plan by an impaired class of claims entitled to vote (*i.e.*, Class 3). The Debtors will seek Confirmation pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article XI of the Plan to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a class of claims or interests to render such class of claims or interests unimpaired to the extent permitted by the Bankruptcy Code and Bankruptcy Rules.

6. Subordinated Claims

The allowance, classification, and treatment of all Allowed Claims and Interests, and the respective distributions and treatments under the Plan, will take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, sections 509 or 510 of the Bankruptcy Code, or otherwise; *provided*, that, notwithstanding the foregoing,

such Allowed Claims or Interests and their respective treatments set forth herein will not be subject to setoff, demand, recharacterization, turnover, disgorgement, avoidance, or other similar rights of recovery asserted by any Person. Pursuant to section 510 of the Bankruptcy Code, except where otherwise provided herein, the Reorganized Debtors reserve the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination rights relating thereto. The Debtors or Reorganized Debtors, as applicable, reserve the right to seek a ruling from the Bankruptcy Court determining whether any Claim should be subordinated pursuant to section 510(b) of the Bankruptcy Code and treated under the Plan as a Class 5 Subordinated Claim.

7. Special Provision Governing Unimpaired Claims

Except as otherwise provided therein, nothing under the Plan will affect or limit the Debtors' or the Reorganized Debtors' rights and defenses (whether legal or equitable) in respect of any Unimpaired Claims, including, without limitation, all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

8. Vacant and Abstaining Classes

Any Class of Claims or Interests that is not occupied as of the commencement of the Combined Hearing by an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed under Bankruptcy Rule 3018 will be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code. Moreover, any Class of Claims that is occupied as of the commencement of the Combined Hearing by an Allowed Claim or a Claim temporarily Allowed under Bankruptcy Rule 3018, but as to which no vote is cast, will be deemed to accept the Plan pursuant to section 1129(a)(8) of the Bankruptcy Code.

9. Intercompany Interests and Intercompany Claims

To the extent Intercompany Interests and Intercompany Claims are Reinstated under the Plan, distributions on account of such Intercompany Interests and Intercompany Claims are not being received by Holders of such Intercompany Interests or Intercompany Claims on account of their Intercompany Interests or Intercompany Claims, but for the purposes of administrative convenience and to maintain the Debtors' (and their Affiliate-subsiaries') corporate structure, for the ultimate benefit of the Holders of New Equity Interests, to preserve ordinary course intercompany operations, and in exchange for the Debtors' and Reorganized Debtors' agreement under the Plan to make certain distributions to the Holders of Allowed Claims.

10. Disputed Claims Process

Notwithstanding section 502(a) of the Bankruptcy Code, and in light of the Unimpaired status of all Allowed General Unsecured Claims under the Plan, Holders of Claims (other than Holders of Rejection Damages Claims) need not File Proofs of Claim. The Reorganized Debtors and the Holders of Claims will determine, adjudicate, and resolve any disputes over the validity and amounts of such Claims in the ordinary course of business as if the Chapter 11 Cases had not been commenced except that (unless expressly waived pursuant to the Plan) the Allowed amount of such Claims will be subject to the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 and 503 of the Bankruptcy Code, to the extent applicable. All Proofs of Claim Filed in these Chapter 11 Cases (other than Rejection Damages Claims) will be considered objected to and Disputed without further action by the Debtors. Upon the Effective Date, all Proofs of Claim Filed against the Debtors (other than Rejection Damages Claims), regardless of the time of filing, and including Proofs of Claim Filed after the Effective Date, will be deemed

withdrawn and expunged, other than as provided below. Notwithstanding anything in the Plan to the contrary, disputes regarding the amount of any Cure Cost pursuant to section 365 of the Bankruptcy Code and Claims that the Debtors seek to have determined by the Bankruptcy Court, will in all cases be determined by the Bankruptcy Court.

Notwithstanding the foregoing, the Debtors and the Reorganized Debtors, as applicable, reserve the right to object to any Claim that is entitled, or deemed to be entitled, to a distribution under the Plan or is rendered Unimpaired under the Plan in the Bankruptcy Court. Any disputes regarding the Allowance of a Rejection Damages Claim will be determined by the Bankruptcy Court.

For the avoidance of doubt, there is no requirement to File a Proof of Claim (or move the Bankruptcy Court for Allowance) to be an Allowed Claim under the Plan. Notwithstanding the foregoing, Entities must File Cure Cost objections as set forth in the Plan to the extent such Entity disputes the amount of the Cure Cost proposed to be paid by the Debtors or the Reorganized Debtors to a counterparty, and Entities that are counterparties to a rejected Executory Contract or Unexpired Lease must file a Rejection Damages Claim as set forth in the Plan.

C. Means of Implementation of the Plan

Article IV of the Plan governs and describes the means of implementation of the Plan.

Article IV.A (“**General Settlement of Claims and Interests**”) provides that, in consideration for the classification, distributions, releases, and other benefits provided under the Plan, on the Effective Date, the provisions of the Plan will constitute a set of integrated, good-faith compromises and settlements of all Claims, Interests, Causes of Action, and controversies resolved pursuant to the Plan and the Plan will be deemed a motion to approve the good-faith compromises and settlements of all Claims, Interests, Causes of Action, and controversies pursuant to Bankruptcy Rule 9019. Entry of the Combined Order will constitute the Bankruptcy Court’s approval of such compromises and settlements under Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such integrated compromises or settlements are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests, and are fair, equitable, and reasonable. Subject to Article VI of the Plan, distributions made to Holders of Allowed Claims in any Class are intended to be and will be final and indefeasible and will not be subject to avoidance, turnover, or recovery by any other Person. The Plan provides that, notwithstanding the foregoing or similar provisions of the Plan with respect to settlements, upon entry of the Combined Order, such settlements will be approved as among the parties to such settlement or similar agreements thereto, and the treatment of all Claims and Interests will be approved pursuant to Confirmation by satisfying the requirement of section 1129 of the Bankruptcy Code.

Article IV.B (“**Restructuring Transactions**”) provides that, without limiting any rights and remedies of the Debtors or Reorganized Debtors under the Plan or applicable law, but in all cases subject to the terms and conditions of the Transaction Support Agreement, the Transaction Term Sheet, and the Definitive Documents and any consents or approvals required thereunder, the entry of the Combined Order will constitute authorization for the Debtors and Reorganized Debtors, as applicable, to take, or to cause to be taken, all actions necessary or appropriate to consummate and implement the provisions of the Plan before, on, and after the Effective Date, including such actions as may be necessary or appropriate to effectuate a corporate restructuring of their respective businesses and to otherwise simplify the overall corporate structure of the Reorganized Debtors. Such restructuring may include (1) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, disposition, liquidation, or dissolution containing terms that are consistent with the terms of the Plan, the Transaction Support Agreement, the Transaction Term Sheet, and the other Definitive Documents and that satisfy the applicable requirements of applicable state law and such other terms to which the applicable Entities may agree; (2)

the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, duty, or obligation on terms consistent with the terms of the Plan, the Transaction Support Agreement, the Transaction Term Sheet, and the other Definitive Documents and having such other terms to which the applicable Entities may agree; (3) the execution, delivery, and filing, if applicable, of the New Organizational Documents and the Exit Facilities Documents; (4) the filing of appropriate certificates or articles of conversion, formation, incorporation, merger, consolidation, or dissolution with the appropriate governmental authorities pursuant to applicable state law; and (5s) all other actions that the Debtors and/or the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable state law or foreign law in connection with such transactions, but in all cases subject to the terms and conditions of the Plan, the Transaction Support Agreement, the Transaction Term Sheet, and the other Definitive Documents and any consents or approvals required thereunder.

The Plan further provides that, the Combined Order will and shall be deemed to, pursuant to both section 1123 and section 363 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Restructuring Transactions (including any other transaction described in, approved by, contemplated by, or necessary to effectuate the Plan).

Article IV.D (“*Vesting of Assets in the Reorganized Debtors Free and Clear of Liens and Claims*”) provides that, except as otherwise expressly provided in the Plan or any agreement, instrument, or other document incorporated in the Plan pursuant to sections 1123(a)(5), 1123(b)(3), 1141(b) and (c), and other applicable provisions of the Bankruptcy Code, on and after the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan will vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, other encumbrances or interests, except for those Liens, Claims, charges, or other encumbrances arising from or related to the Exit Facility Documents. On and after the Effective Date, the Reorganized Debtors may (1) operate their respective businesses, (2) use, acquire, and dispose of their respective property, and (3) prosecute, compromise or settle any Claims, Interests, or Causes of Action, in each case without notice to, supervision of, or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, including for the avoidance of doubt any restrictions on the use, acquisition, sale, lease, or disposal of property under section 363 of the Bankruptcy Code. Anything in the Plan to the contrary notwithstanding, the Unimpaired Claims against a Debtor will remain the obligations solely of such Debtor or such Reorganized Debtor and will not become obligations of any other Debtor or Reorganized Debtor by virtue of the Plan, the Chapter 11 Cases, or otherwise.

Article IV.E (“*Cancellation of Existing Agreements and Existing Equity Interests*”) provides that, on the Effective Date, except with respect to the Exit Facilities Documents, or to the extent otherwise provided in the Plan, the Combined Order, or any other Definitive Document, all notes, bonds, indentures, certificates, securities, purchase rights, options, warrants, calls, puts, awards, commitments, registration rights, preemptive rights, rights of first refusal, rights of first offer, co-sale rights, investor rights, collateral agreements, subordination agreements, or other instruments or documents directly or indirectly evidencing, creating, or relating to any existing indebtedness or obligations of or ownership interest in the Debtors or giving rise to any rights or obligations relating to Claims against or Interests in the Debtors will be deemed canceled and surrendered, and the obligations of the Debtors or the Reorganized Debtors, as applicable, and any Non-Debtor Affiliates thereunder or in any way related thereto will be deemed satisfied in full, released, and discharged and the obligations of the Debtors pursuant, relating, or pertaining to any agreements, notes, bonds, indentures, certificates, securities, purchase rights, options, warrants, calls, puts, awards, commitments, registration rights, preemptive rights, rights of first refusal, rights of first offer, co-sale rights, investor rights, collateral agreements, subordination agreements, or other instruments or documents directly or indirectly evidencing, creating, or relating to any existing indebtedness or obligations

of or ownership interest in the Debtors or giving rise to any rights or obligations relating to Claims against or Interests in the Debtors (except such agreements, certificates, notes, or other instruments evidencing indebtedness or obligations of the Debtors that are specifically Reinstated or assumed pursuant to the Plan, if any) will be released and discharged; *provided*, that, notwithstanding such cancellation, satisfaction, release, and discharge, anything to the contrary contained in the Plan or the Combined Order, Confirmation, or the occurrence of the Effective Date, any such document or instrument that governs the rights, claims, or remedies of the Holder of a Claim or Interest will continue in effect solely for purposes of: (1) enabling the Holder of such Claim or Interest to receive distributions on account of such Claim or Interest under the Plan as provided therein; (2) allowing and preserving the rights of the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to make distributions as specified under the Plan on account of Allowed Claims, as applicable, including allowing the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to submit invoices for any amount and enforce any obligation owed to them under the Plan to the extent authorized or allowed by the applicable documents; (3) permitting the Reorganized Debtors and any other Distribution Agent, as applicable, to make distributions on account of applicable Claims and Interests, as applicable; (4) preserving the Prepetition Agents', DIP Agents', and Exit Facility Agents', as applicable, rights, if any, to compensation and indemnification as against any money or property distributable to the Holders of Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims, as applicable, including permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to maintain, enforce, and exercise any priority of payment or charging liens against such distributions each pursuant and subject to the terms of the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and DIP Credit Agreement, as applicable, as in effect on or immediately before the Effective Date, (5) preserving all rights, remedies, indemnities, powers, and protections, including rights of enforcement, of the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, against any person other than a Released Party (which Released Parties include the Debtors, Reorganized Debtors, and Non-Debtor Affiliates), and any exculpations of the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable; *provided*, that the Prepetition Agents, DIP Agents, and Exit Facility Agents, will remain entitled to indemnification or contribution from the Holders of Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims, each pursuant and subject to the terms of the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and DIP Credit Agreement, as applicable, as in effect on the Effective Date, (6) permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to enforce any obligation (if any) owed to them under the Plan, (7) permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents to appear in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court, and (8) permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents, to perform any functions that are necessary to effectuate the foregoing; *provided, however*, that nothing in Article IV of the Plan will affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Combined Order, or the Plan, or (except as set forth in (5) above) the releases of the Released Parties pursuant to Article IX of the Plan or result in any expense or liability to the Debtors or Reorganized Debtors, as applicable, except as expressly provided for in the Plan. For the avoidance of doubt, nothing in Article IV of the Plan will cause the Reorganized Debtors' obligations under the Exit Facilities Documents to be deemed satisfied in full, released, or discharged; *provided*, that notwithstanding this sentence, the Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims will be deemed satisfied in full, released, and discharged on the Effective Date. In furtherance of the foregoing, as of the Effective Date, Holders of Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims will be deemed to have released any such Claims against the Reorganized Debtors under the Prepetition ABL Facility Documents, Prepetition Term Loan Documents, and DIP Facilities Documents and are enjoined from pursuing any such claims against any of the Reorganized Debtors in respect of such Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims.

The Plan further provides that, on the Effective Date, the Prepetition Agents, the DIP Agents, and each of their respective directors, officers, employees, agents, Affiliates, controlling persons, and legal and financial advisors will be automatically and fully released and discharged from any further responsibility

under the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and DIP Credit Agreement, as applicable. The Prepetition Agents, DIP Agents, and each of their respective directors, officers, employees, agents, Affiliates, controlling persons, and legal and financial advisors will be discharged and will have no further obligation or liability except as provided in the Plan and the Combined Order, and after the performance by the Prepetition Agents, DIP Agents, and their Representatives and professionals of any obligations and duties required under or related to the Plan or the Combined Order, the Prepetition Agents, DIP Agents, and each of their respective directors, officers, employees, agents, Affiliates, controlling persons, and legal and financial advisors will be relieved of and released from any obligations and duties arising thereunder. The fees, expenses, and costs of the Prepetition Agents and the DIP Agents, including fees, expenses, and costs of each of their respective professionals incurred after the Effective Date in connection with the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, or DIP Credit Agreement, as applicable, and reasonable and documented fees, costs, and expenses associated with effectuating distributions pursuant to the Plan, including the fees and expenses of counsel, if any, will be paid in accordance with the terms of the Plan and the applicable Definitive Documents.

Article IV.F (“**Sources for Plan Distributions and Transfers of Funds Among Debtors**”) provides that the Debtors will fund Cash distributions under the Plan with Cash on hand, including Cash from operations, and the proceeds of the DIP Facilities and Exit Facilities. The Debtors will make non-Cash distributions as required under the Plan in the form of Exit Term Loans, Exit ABL Loans, and New Equity Interests. Cash payments to be made pursuant to the Plan will be made by the Reorganized Debtors in accordance with Article VI thereof. Subject to any applicable limitations set forth in any post-Effective Date agreement (including the New Organizational Documents), the Reorganized Debtors will be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Reorganized Debtors to satisfy their obligations under the Plan. Except as set forth in the Plan, any changes in intercompany account balances resulting from such transfers will be accounted for and settled in accordance with the Debtors’ historical intercompany account settlement practices and will not violate the terms of the Plan.

The Plan further provides that, from and after the Effective Date, the Reorganized Debtors, subject to any applicable limitations set forth in any post-Effective Date agreement (including the New Organizational Documents and the Exit Facilities Documents), will have the right and authority without further order of the Bankruptcy Court to raise additional capital and obtain additional financing in accordance with, and subject to, applicable law.

Article IV.K (“**Release of Liens and Claims**”) provides that, to the fullest extent provided under section 1141(c) and other applicable provisions of the Bankruptcy Code, except as otherwise provided in the Exit Prepetition ABL Credit Agreement (including with respect to the Prepetition ABL Facility and the Prepetition ABL Loans), the Plan, the Combined Order, or any contract, instrument, release, or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article VI of the Plan, all Liens, Claims, mortgages, deeds of trust, or other security interests against the assets or property of the Debtors or the Estates will be fully released, canceled, terminated, extinguished, and discharged, in each case without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity; *provided*, that (1) the Liens granted to the Prepetition Agents and the DIP Agents pursuant to the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and DIP Credit Agreement and (2) any and all Liens or security securing the Debtors’ obligations under the Insurance Contracts, which, for avoidance of doubt, includes grants of security interests in, without limitation, escrow accounts, deposit accounts, cash collateral, and letters of credit issued for the benefit of Insurers, will remain in full force and effect solely to the extent provided for in the Plan. The filing of the Combined Order with any federal, state, or local agency or department will constitute good and sufficient evidence of, but will not be required to effect, the termination

of such Liens, Claims, and other interests to the extent provided in the immediately preceding sentence. Any Person or Entity holding such Liens, Claims, or interests must, pursuant to section 1142 of the Bankruptcy Code, promptly execute and deliver to the Reorganized Debtors such instruments of termination, release, satisfaction, and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtors.

Article IV.L (“*Exemption from Certain Taxes and Fees*”) provides that, to the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfer (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under, pursuant to, in contemplation of, or in connection with the Plan (including the Restructuring Transactions) pursuant to (1) the issuance, distribution, transfer, or exchange of any debt, securities, or other interest in the Debtors or the Reorganized Debtors; (2) the creation, modification, consolidation, termination, refinancing, or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (3) the making, assignment, or recording of any lease or sublease; (4) the grant of collateral security for any or all of the Exit Facilities or other indebtedness; or (5) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including, without limitation, any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan (including the Restructuring Transactions), will not be subject to any document recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and the appropriate U.S. federal, state or local governmental officials, agents, or filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, will comply with the requirements of section 1146(a) of the Bankruptcy Code, and will forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee or governmental assessment.

Article IV.N (“*Preservation of Causes of Action*”) provides that, in accordance with section 1123(b) of the Bankruptcy Code, but subject to the releases and exculpation set forth in Article IV.N and in Article IX of the Plan, all Causes of Action that a Debtor may hold against any Entity will vest in the applicable Reorganized Debtor on the Effective Date, including each Cause of Action set forth in the schedule of retained Causes of Action included in the Plan Supplement. Thereafter, the Reorganized Debtors will have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, whether arising before or after the Petition Date, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any specific Cause of Action as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action. The Plan further provides that, the Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise) or laches, will apply to any Cause of Action upon, after, or as a consequence of the Confirmation or the occurrence of the Effective Date. In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any of the Debtors are a plaintiff, defendant, or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits. For the avoidance of doubt, in no instance will any Cause of Action preserved pursuant to Article IV.N of the Plan include any Claim or Cause of Action released or exculpated under the Plan (including, without limitation, by the Debtors).**

Article IV.P (“***Prepetition Intercreditor Agreement***”) provides that, notwithstanding anything to the contrary in the Plan, the treatment of, and distributions (including rights to adequate protection and participation in the DIP Term Loan Facility) made to Holders of Prepetition Term Loan Claims will not be subject to the Prepetition Intercreditor Agreement or the terms thereof (including any turnover and disgorgement provisions), and the Prepetition Intercreditor Agreement will be deemed so amended to the extent necessary to effectuate same.

Article IV.Q (“***Effectuating Documents; Further Transactions***”) provides that before, on, and after the Effective Date, the Debtors and the Reorganized Debtors and the directors, managers, officers, authorized persons, and members of the boards of directors or managers and directors or managers thereof, are authorized to and may issue, execute, deliver, file, or record such contracts, securities, notes, instruments, certificates, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and provisions of the Plan, the New Organizational Documents, the Exit Facilities Documents, and any Securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorizations, actions, or consents except for those expressly required pursuant to the Plan or the Transaction Support Agreement.

Article IV.R (“***Authority of the Debtors***”) provides that, effective on the Confirmation Date, the Debtors will be empowered and authorized to take or cause to be taken, before the Effective Date, all actions necessary or appropriate to achieve the Effective Date and enable the Reorganized Debtors to implement effectively the provisions of the Plan, the Combined Order, the Definitive Documents, and the Restructuring Transactions.

Article IV.S (“***No Substantive Consolidation***”) provides that the Plan is being proposed as a joint chapter 11 plan of the Debtors for administrative purposes only and constitutes a separate chapter 11 plan for each Debtor. The Plan is not premised upon the substantive consolidation of the Debtors with respect to the Classes of Claims or Interests set forth therein.

Article IV.T (“***Continuing Effectiveness of Final Orders***”) provides that payment authorization granted to the Debtors under any prior Final Order entered by the Bankruptcy Court will continue in effect after the Effective Date. Accordingly, the Debtors or the Reorganized Debtors may pay or otherwise satisfy any Claim to the extent permitted by, and subject to, the applicable Final Order without regard to the treatment that would otherwise be applicable to such Claim under the Plan.

Article IV.U (“***Modifications to Executory Contracts and Unexpired Leases***”) provides that the Debtors, with the consent of the Required Consenting Term Lenders, are authorized to enter into, and perform under, amendments or modifications of any Executory Contracts or Unexpired Leases with the counterparty to such Executory Contract or Unexpired Lease and pay any amounts due as a result of such amendment or modification.

D. Treatment of Executory Contracts and Unexpired Leases; Employee Benefits; and Insurance Policies

Article V of the Plan governs the treatment of the Debtors’ Executory Contracts and Unexpired Leases, among other things.

Article V.A (“***Assumption of Executory Contracts and Unexpired Leases***”) provides that, on the Effective Date, except as otherwise provided in the Plan, each of the Executory Contracts and Unexpired Leases not previously rejected, assumed, or assumed and assigned pursuant to an order of the Bankruptcy Court will be deemed assumed and amended (as necessary to implement the terms of the Restructuring Transactions),

as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code except any Executory Contract or Unexpired Lease (1) identified on the Rejected Executory Contract/Unexpired Lease List (which will initially be filed with the Bankruptcy Court on the Plan Supplement Filing Date) as an Executory Contract or Unexpired Lease to be rejected (if any), (2) that is the subject of a separate motion or notice to reject pending as of the Effective Date, or (3) that previously expired or terminated pursuant to its own terms (disregarding any terms the effect of which is invalidated by the Bankruptcy Code).

The Plan provides that, entry of the Combined Order by the Bankruptcy Court will constitute an order approving the assumption of the Transaction Support Agreement pursuant to sections 365 and 1123 of the Bankruptcy Code and effective on the occurrence of the Effective Date. The Transaction Support Agreement will be binding and enforceable against the applicable parties thereto in accordance with its terms. For the avoidance of doubt, the assumption of the Transaction Support Agreement will not otherwise modify, alter, amend, or supersede any of the terms or conditions thereof including, without limitation, any termination events or provisions thereunder.

In addition, entry of the Combined Order by the Bankruptcy Court will constitute an order approving the assumption of the Executory Contracts and Unexpired Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code, effective on the occurrence of the Effective Date. Each Executory Contract and Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order, and not assigned to a third party on or before the Effective Date, will re-vest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as such terms may have been modified by order of the Bankruptcy Court.

The Plan further provides that, to the maximum extent permitted by law, unless otherwise provided therein, the transactions contemplated by the Plan will not constitute a “change of control” or “assignment” (or terms with similar effect) under any Executory Contract or Unexpired Lease assumed pursuant to the Plan, or any other transaction, event, or matter that would (1) result in a violation, breach, or default under such Executory Contract or Unexpired Lease, (2) increase, accelerate, or otherwise alter any obligations, rights, or liabilities of the Debtors or the Reorganized Debtors under such Executory Contract or Unexpired Lease, or (3) result in the creation or imposition of a Lien upon any property or asset of the Debtors or the Reorganized Debtors pursuant to the applicable Executory Contract or Unexpired Lease. Any consent or advance notice required under such Executory Contract or Unexpired Lease in connection with assumption thereof (pursuant to the other provisions of Article V.A of the Plan) will be deemed satisfied by Confirmation.

The Plan further provides that, notwithstanding anything to the contrary therein, but subject to the *Consent Rights* described in Article I.C of the Plan, the Debtors reserve the right to amend or supplement the Rejected Executory Contract/Unexpired Lease List in their discretion before the Effective Date and, after the Effective Date, the Reorganized Debtors, will have the right to amend Rejected Executory Contract/Unexpired Lease List; *provided*, that such right to amend will not apply to any Unexpired Lease for nonresidential property; *provided, further* that the Debtors will give prompt notice of any such amendment or supplement to any affected counterparty and such counterparty shall have no less than seven (7) days to object thereto on any grounds.

The Plan further provides that the Rejected Executory Contract/Unexpired Lease List will be filed with the Plan Supplement, *provided* that the Debtors may amend such list (including by adding or removing contracts and leases therefrom) at any time prior to the Effective Date. Notwithstanding anything to the contrary therein, with respect to any Unexpired Lease of nonresidential real property that is listed on the Rejected Executory Contract/Unexpired Lease List, the effective date of the rejection of any such Unexpired Lease will be the later of (1) the Effective Date and (2) the date upon which the Debtors notify the landlord in writing (email being sufficient) that they have surrendered the premises to the landlord and

returned the keys, key codes, or security codes, as applicable. Any property remaining on the premises subject to a rejected Unexpired Lease will be deemed abandoned by the Debtors or the Reorganized Debtors, as applicable, as of the effective date of rejection, and the counterparty to such Unexpired Lease will be authorized to use or dispose of any property left on the premises in its sole and absolute discretion without notice or liability to the Debtors or the Reorganized Debtors, as applicable, or any third party.

Article V.B (“*Payments on Assumed Executory Contracts and Unexpired Leases*”) provides that any monetary default under an Executory Contract or Unexpired Lease to be assumed pursuant to the Plan will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash in the ordinary course of business, subject to the limitation described below, or on such other terms as the parties to such Executory Contract or Unexpired Lease may otherwise agree.

The Plan provides that, parties to Executory Contracts and Unexpired Leases assumed by the Debtors pursuant to the Plan will not be required to File a Proof of Claim or objection to assert or preserve any Cure Cost. Notwithstanding anything to the contrary in the Plan, all Cure Cost will be Unimpaired by the Plan and all Cure Cost outstanding as of the Effective Date will remain continuing obligations of the Reorganized Debtors following the Effective Date subject to all parties’ rights and defenses with respect thereto.

In addition, any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Combined Order, will be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.

The Plan further provides that, in the event of a dispute regarding (1) the ability of the Reorganized Debtors or any assignee to provide “adequate assurance of future performance” (within the meaning of section 365(b) of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (2) any other matter pertaining to assumption, the Bankruptcy Court will hear such dispute before the assumption becoming effective; provided, that the Debtors, with the consent of the Required Consenting Lenders, may settle any such dispute and will pay any agreed upon Cure Cost without any further notice to any party or any action, order, or approval. The cure payments required by section 365(b)(1) of the Bankruptcy Code will be made following the entry of a Final Order(s) resolving the dispute and approving the assumption and will not prevent or delay implementation of the Plan or the occurrence of the Effective Date.

Article V.C (“*Claims Based on Rejection of Executory Contracts and Unexpired Leases*”) provides that, unless otherwise provided by a Bankruptcy Court order, any Proofs of Claim asserting Rejection Damages Claims pursuant to the Plan or otherwise must be filed with the Notice and Claims Agent within thirty (30) days of the later of (1) the effective date of the rejection of the applicable Executory Contract or Unexpired Lease (which will be the Confirmation Date unless otherwise provided in an order of the Bankruptcy Court providing for the rejection of an Executory Contract or Unexpired Lease); or (2) the Confirmation Date; or (3) the date of the order authorizing the rejection of the applicable Executory Contract or Unexpired Lease. The Plan further provides that, **any Rejection Damages Claims that are not timely filed will be automatically disallowed without further order of the Bankruptcy Court.** All Allowed Rejection Damages Claims will constitute General Unsecured Claims and will be treated in accordance with Article III.B of the Plan.

The Plan further provides that, any Rejection Damages Claims for Executory Contracts or Unexpired Leases that the Debtors, with the consent of the Required Consenting Term Lenders, elect to reject will be paid in full on the Effective Date, subject to the applicable provisions of the Bankruptcy Code, including sections 502(b)(6) and 510(b); provided, that such Claim is not a Subordinated Claim, in which case such Claim shall be treated as a Subordinated Claim pursuant to the terms of the Plan.

Article V.D (“**Contracts and Leases Entered into After the Petition Date**”) provides that contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by any Debtor, will be performed by such Debtor or Reorganized Debtor, as applicable, liable thereunder in the ordinary course of business. Accordingly, such contracts and leases (including any Executory Contracts and Unexpired Leases assumed or assumed and assigned pursuant to section 365 of the Bankruptcy Code) that have not been rejected as of the Confirmation Date will survive and remain unaffected by entry of the Combined Order.

Article V.E (“**Reservation of Rights**”) is a reservation of the Debtors’ rights and provides that nothing contained in the Plan will constitute an admission by the Debtors that any contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, the Debtors or Reorganized Debtors, as applicable, will have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease. If there is a dispute regarding a Debtor’s or Reorganized Debtor’s liability under an assumed Executory Contract or Unexpired Lease, the Reorganized Debtors will be authorized to move to have such dispute heard by the Bankruptcy Court pursuant to Article X of the Plan.

Article V.G (“**Other Insurance Contracts**”) provides that, on the Effective Date, each of the Debtors’ Insurance Contracts in existence as of the Effective Date will be Reinstated and continued in accordance with their terms and, to the extent applicable, will be deemed assumed by the applicable Reorganized Debtor pursuant to section 365 of the Bankruptcy Code and Article V of the Plan. Nothing in the Plan will affect, impair, or prejudice the rights of the insurance carriers, the insureds, or the Reorganized Debtors under the Insurance Contracts in any manner, and such insurance carriers, the insureds, and Reorganized Debtors will retain all rights and defenses under such Insurance Contracts. The Insurance Contracts will apply to and be enforceable by and against the insureds and the Reorganized Debtors in the same manner and according to the same terms and practices applicable to the Debtors, as existed before the Effective Date.

Article V.I (“**Employee Compensation and Benefits**”) concerns the Debtors’ Compensation and Benefit Programs and the Debtors’ Workers’ Compensation Contracts.

Article V.I.1 provides that, subject to the provisions of the Plan, all Compensation and Benefits Programs (other than awards of stock options, restricted stock, restricted stock units, and other equity awards) will be treated as Executory Contracts under the Plan and deemed assumed on the Effective Date pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code. All Proofs of Claim Filed for amounts due under any Compensation and Benefits Program will be considered satisfied by the applicable agreement and/or program and agreement to assume and cure in the ordinary course as provided in the Plan. All collective bargaining agreements to which any Debtor is a party, and all Compensation and Benefits Programs which are maintained pursuant to such collective bargaining agreements or to which contributions are made or benefits provided pursuant to a current or past collective bargaining agreement, will be deemed assumed on the Effective Date pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code and the Reorganized Debtors reserve all of their rights under such agreements. For the avoidance of doubt, the Debtors and Reorganized Debtors, as applicable, will honor all their obligations under section 1114 of the Bankruptcy Code.

The Plan further provides that, none of the Restructuring Transactions, or any assumption of Compensation and Benefits Programs pursuant to the terms of the Plan will be deemed to trigger any applicable change of control, vesting, termination, acceleration, or similar provisions therein; *provided*, that the Assumed Employee Agreements will be assumed and governed by the terms thereof. Subject to the preceding sentence, the Plan provides that, no counterparty will have rights under a Compensation and Benefits Program assumed pursuant to the Plan other than those applicable immediately before such assumption.

Article V.I.2 provides that, as of the Effective Date, except as set forth in the Plan Supplement, the Debtors and the Reorganized Debtors will continue to honor their obligations under: (a) all applicable state workers' compensation laws; and (b) the Workers' Compensation Contracts. The Plan further provides that, all Proofs of Claims filed by the Debtors' current or former employees on account of workers' compensation will be deemed withdrawn automatically and without any further notice to or action, order, or approval of the Bankruptcy Court based upon the treatment provided for therein; *provided*, that nothing in the Plan will limit, diminish, or otherwise alter the Debtors' or Reorganized Debtors' defenses, Causes of Action, or other rights under applicable non bankruptcy law with respect to the Workers' Compensation Contracts; *provided, further*, that nothing in the Plan will be deemed to impose any obligations on the Debtors in addition to what is provided for under applicable non-bankruptcy law and/or the Workers' Compensation Contracts.

E. Provisions Governing Distributions

Article VI of the Plan sets forth the mechanics by which Plan distributions will be made.

Article VI.D.1 ("***Delivery of Distributions – Record Date for Distributions***") provides that on the Distribution Record Date, the Claims Register will be closed and any party responsible for making distributions will instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date. The Distribution Record Date will not apply to distributions in respect of Securities deposited with DTC, the Holders of which will receive distributions, if any, in accordance with the customary exchange procedures of DTC or the Plan. For the avoidance of doubt, in connection with a distribution through the facilities of DTC (if any), DTC will be considered a single Holder for purposes of distributions.

Article VI.D.2 ("***Delivery of Distributions – Delivery of Distributions in General***") provides that, except as otherwise provided in the Plan, the Distribution Agent will make distributions to Holders of Allowed Claims as of the Distribution Record Date, or, if applicable, to such Holder's designee, as appropriate: (a) at the address for each such Holder as indicated on the Debtors' records as of the Distribution Record Date; (b) to the signatory set forth on any Proof of Claim Filed by such Holder or other representative identified therein (or at the last known addresses of such Holder if no Proof of Claim is Filed or if the Debtors have not been notified in writing of a change of address); (c) at the addresses set forth in any written notices of address changes delivered to the Reorganized Debtors or the applicable Distribution Agent, as appropriate, after the date of any related Proof of Claim; or (d) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf; *provided*, that the manner of such distributions will be determined at the discretion of the Reorganized Debtors.

The Plan provides that, all distributions to Holders of DIP Claims will be made to the DIP Agents or the Exit Prepetition Term Loan Agent, as applicable, and the DIP Agents or the Exit Prepetition Term Loan Agent will be, and will act as, the Distribution Agent with respect to the DIP Claims in accordance with the terms and conditions of the Plan and the applicable debt documents.

The Plan further provides that, all distributions to Holders of Prepetition Term Loan Claims will be made to the Prepetition Term Loan Agent, and the Prepetition Term Loan Agent will be, and will act as, the Distribution Agent with respect to the Prepetition Term Loan Claims in accordance with the terms and conditions of the Plan and the applicable debt documents.

Article VI.D.3 ("***Delivery of Distributions – Minimum Distributions***") provides that, notwithstanding any provision in the Plan to the contrary, no Distribution Agent will be required to make distributions or payments of less than \$100 (whether in Cash or otherwise) with respect to Impaired Claims. No fractional shares of New Equity Interests will be distributed and no Cash will be distributed in lieu of such fractional

amounts. When any distribution pursuant to the Plan on account of an Allowed Claim would otherwise result in the issuance of a number of shares of New Equity Interests that is not a whole number, the actual distribution of shares of New Equity Interests will be rounded as follows: (a) fractions of one-half ($\frac{1}{2}$) or greater will be rounded to the next higher whole number and (b) fractions of less than one-half ($\frac{1}{2}$) will be rounded to the next lower whole number with no further payment therefore. The total number of authorized shares of New Equity Interests to be distributed under the Plan will be adjusted as necessary to account for the foregoing rounding. For distribution purposes (including rounding), DTC will be treated as a single Holder.

Article VI.D.4 (“***Delivery of Distributions – Undeliverable Distributions***”) provides that, in the event that any distribution to any Holder of Allowed Claims is returned as undeliverable, no distribution to such Holder will be made unless and until the Distribution Agent has determined the then-current address of such Holder, at which time such distribution will be made to such Holder without interest; *provided*, that such distributions will be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one (1) year from the Effective Date. After such date, all unclaimed property or interests in property will revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder of Claims to such property or interest in property will be discharged and forever barred.

Article VI.K.1 (“***Claims Paid or Payable by Third Parties – Claims Paid by Third Parties***”) provides that a Claim will be correspondingly reduced, and the applicable portion of such Claim will be disallowed without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives a payment on account of such Claim from a party that is not a Debtor or Reorganized Debtor. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor on account of such Claim, such Holder must, within fourteen (14) days of receipt thereof, repay or return the distribution to the Reorganized Debtors to the extent the Holder’s total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution will result in the Holder owing the Reorganized Debtors annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen (14)-day grace period specified above until the amount is repaid.

Article VI.K.2 (“***Claims Paid or Payable by Third Parties – Claims Payable by Insurers***”) provides that no distributions under the Plan will be made on account of an Allowed Claim that is payable pursuant to one of the Debtors’ Insurance Contracts until the Holder of such Allowed Claim has exhausted all remedies with respect to such Insurance Contract. To the extent that one or more of the Insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such Insurers’ agreement, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

Article VI.K.3 (“***Claims Paid or Payable by Third Parties – Insurance Contracts***”) provides that, except as otherwise provided in the Plan, distributions to Holders of Allowed Claims will be in accordance with the provisions of any applicable Insurance Contract. Notwithstanding anything to the contrary therein, nothing contained in the Plan will constitute or be deemed a release, settlement, satisfaction, compromise, or waiver of any Cause of Action that the Debtors or any other Entity may hold against any other Entity, including Insurers, under any Insurance Contracts or applicable indemnity, nor will anything contained therein constitute or be deemed a waiver by such Insurers of any defenses, including coverage defenses, held by such Insurers.

Finally, as set forth more fully in the Plan, Article VI of the Plan provides, among other things, that (a) to the extent applicable, the Reorganized Debtors will comply with all tax withholding and reporting requirements, and all distributions pursuant to the Plan will be subject to such requirements (VI.E); (b) except as otherwise provided in the Plan, Insurance Contracts will continue to be applicable as set forth in greater detail in the Plan (VI.F); (c) except as otherwise required by law, distributions with respect to an Allowed Claim will be allocated first to the principal portion of such Allowed Claim (as determined for United States federal income tax purposes) and, thereafter, to the remaining portion of such Allowed Claim, if any (VI.G); (d) unless otherwise specifically provided for in the Plan, any other Definitive Document, the Combined Order, or any other Final Order of the Bankruptcy Court, or required by applicable bankruptcy law (including, without limitation, as required pursuant to section 506(b) or section 511 of the Bankruptcy Code), postpetition interest will not accrue or be paid on any Claims and no Holder of a Claim or Interest will be entitled to interest accruing on or after the Petition Date on any Claim (VI.H); and (e) payments of Cash made pursuant to the Plan will be in United States dollars and will be made, at the option of the Debtors or the Reorganized Debtors (as applicable), by checks drawn on, or wire transfer from, a domestic bank selected by the Debtors or the Reorganized Debtors. Cash payments to foreign creditors may be made, at the option of the Debtors or the Reorganized Debtors, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction (VI.I); and except as otherwise provided in the Plan, each Reorganized Debtor, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code) or applicable bankruptcy or non-bankruptcy law, or as may be agreed by the Holder of an Allowed Claim, may set off or recoup against any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Allowed Claim, any Claims, rights, and Causes of Action of any nature that the applicable Debtor or Reorganized Debtor may hold against the Holder of such Allowed Claim, to the extent such Claims, rights, or Causes of Action have not been otherwise compromised, settled, or assigned on or prior to the Effective Date (whether pursuant to the Plan, a Final Order or otherwise); *provided*, that neither the failure to effect such a setoff or recoupment nor the allowance of any Claim pursuant to the Plan will constitute a waiver or release by such Reorganized Debtor of any such Claims, rights, and Causes of Action (VI.J).

F. Procedures for Resolving Disputed, Contingent, and Unliquidated Claims or Interests

Article VII.A (“*No Filings of Proofs of Claim*”) provides that, except as otherwise provided in the Plan, Holders of Claims will not be required to File a Proof of Claim, and except as provided in the Plan, no parties should File a Proof of Claim. The Debtors do not intend to object in the Bankruptcy Court to the allowance of Claims Filed; *provided*, that the Debtors and the Reorganized Debtors, as applicable, reserve the right to object to any Claim that is entitled, or deemed to be entitled, to a distribution under the Plan or is rendered Unimpaired under the Plan. Instead, the Debtors intend to make distributions, as required by the Plan, in accordance with the books and records of the Debtors. Unless disputed by a Holder of a Claim, the amount set forth in the books and records of the Debtors will constitute the amount of the Allowed Claim of such Holder, except that (unless expressly waived pursuant to the Plan) the Allowed amount of such Claim will be subject to the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 and 503 of the Bankruptcy Code, to the extent applicable. If any such Holder of a Claim disagrees with the Debtors’ books and records with respect to the Allowed amount of such Holder’s Claim, such Holder must so advise the Debtors in writing within thirty (30) days of receipt of any distribution on account of such Holder’s Claim, in which event the Claim will become a Disputed Claim. The Debtors intend to attempt to resolve any such disputes consensually or through judicial means outside the Bankruptcy Court. Nevertheless, the Debtors may, in their discretion, File with the Bankruptcy Court (or any other court of competent jurisdiction) an objection to the allowance of any Claim or any other appropriate motion or adversary proceeding with respect thereto. All such objections will be litigated to Final Order; *provided*, that the Debtors may compromise, settle, withdraw, or resolve by any other method approved by the Bankruptcy Court any objections to Claims.

The Plan further provides that all Proofs of Claim, other than Rejection Damages Claims, Filed in the Chapter 11 Cases will be considered objected to and Disputed without further action by the Debtors. Upon the Effective Date, all Proofs of Claim, other than Rejection Damages Claims, Filed against the Debtors, regardless of the time of filing, and including Proofs of Claim, other than Rejection Damages Claims, Filed after the Effective Date, will be deemed withdrawn and expunged, other than as provided below. Notwithstanding anything in the Plan to the contrary, disputes regarding the amount of any Cure Cost pursuant to section 365 of the Bankruptcy Code and Claims that the Debtors seek to have determined by the Bankruptcy Court, will in all cases be determined by the Bankruptcy Court. **Except as otherwise provided therein, all Proofs of Claim, other than Rejection Damages Claims, Filed after the Effective Date will be disallowed and forever barred, estopped, and enjoined from assertion, and will not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any further notice to or action, order, or approval of the Bankruptcy Court.**

Article VII.B (“*Allowance and Disallowance of Claims*”) provides that, after the Effective Date, and except as otherwise provided in the Plan, the Reorganized Debtors will have and will retain any and all available rights and defenses that the Debtors had with respect to any Claim immediately before the Effective Date, including, without limitation, the right to assert any objection to Claims based on the limitations imposed by section 502 of the Bankruptcy Code. The Debtors and the Reorganized Debtors may, but will not be required to, contest the amount and validity of any Disputed Claim or contingent or unliquidated Claim in the ordinary course of business in the manner and venue in which such Claim would have been determined, resolved or adjudicated if the Chapter 11 Cases had not been commenced.

All Claims and Interests of any Entity from which property is sought by the Debtors under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code will be disallowed if: (1) the Entity, on the one hand, and the Debtors or the Reorganized Debtors, as applicable, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code; and (2) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order.

Article VII.C (“*Claims Administration Responsibilities*”) provides that except as otherwise specifically provided in the Plan, after the Effective Date, the Reorganized Debtors will have the sole authority: (1) to File, withdraw, or litigate to judgment, objections to Claims or Interests; (2) to settle or compromise any Disputed Claim or Interest without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, except as otherwise provided in the Plan, from and after the Effective Date, each Reorganized Debtor will have and retain any and all rights and defenses such Debtor had immediately before the Effective Date with respect to any Disputed Claim or Interest, including the Causes of Action retained pursuant to the Plan.

Any objections to Claims and Interests other than General Unsecured Claims must be served and Filed on or before the 120th day after the Effective Date or by such later date as ordered by the Bankruptcy Court. All Claims and Interests other than General Unsecured Claims not objected to by the end of such 120-day period will be deemed Allowed unless such period is extended upon approval of the Bankruptcy Court.

Any objections to Rejection Damages Claims must be served and Filed on or before the 120th day after the Effective Date or by such later date as ordered by the Bankruptcy Court. All Rejection Damages Claims not objected to by the end of such 120-day period will be deemed Allowed unless such period is extended upon approval of the Bankruptcy Court.

The Plan further provides that, notwithstanding the foregoing, the Debtors and Reorganized Debtors will be entitled to dispute and/or otherwise object to any General Unsecured Claim in accordance with applicable non-bankruptcy law. If the Debtors or Reorganized Debtors dispute any General Unsecured Claim, such dispute will be determined, resolved, or adjudicated, as the case may be, in the manner as if the Chapter 11 Cases had not been commenced; *provided*, that any disputes regarding the Allowance of a Rejection Damages Claim will be determined by the Bankruptcy Court. In any action or proceeding to determine the existence, validity, or amount of any General Unsecured Claim, any and all claims or defenses that could have been asserted by the applicable Debtor(s) or the Entity holding such General Unsecured Claim will be preserved as if the Chapter 11 Cases had not been commenced.

Article VII.D (“*Adjustments to Claims or Interests Without Objection*”) provides that any duplicate Claim or Interest or any Claim or Interest that has been paid, satisfied, amended, or superseded may be adjusted or expunged on the Claims Register by the Reorganized Debtors without the Reorganized Debtors having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court.

Article VII.E (“*Distributions After Allowance*”) provides that to the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) will be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Reorganized Debtors will provide to the Holder of such Claim the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, without any postpetition interest to be paid on account of such Claim.

G. Conditions Precedent to the Effective Date

Article VIII of the Plan sets forth the conditions precedent to the Effective Date, and related matters. The conditions precedent set forth at Article VIII.A of the Plan (“*Conditions Precedent to the Effective Date*”) include:

1. The Transaction Support Agreement must be in full force and effect, no termination event or event that would give rise to a termination event under the Transaction Support Agreement upon the expiration of any applicable grace period must have occurred and remain occurring, and the Transaction Support Agreement must not have been validly terminated before the Effective Date.
2. The DIP Facilities and all DIP Facilities Documents must be in full force and effect, no event of default or event that would give rise to an event of default under the DIP Facilities Documents upon the expiration of the applicable grace period must have occurred and remain occurring, and the DIP Term Loan Facility must not have been validly terminated before the Effective Date.
3. Any non-technical and/or immaterial amendments, modifications or supplements to the Plan have been consented to by the Debtors and the Required Consenting Term Lenders.
4. All of the actions set forth in the Restructuring Transaction Steps Memorandum that are contemplated therein to be completed and implemented on or prior to the Effective Date, as applicable, must have been completed and implemented in accordance with the terms thereof.

5. The Bankruptcy Court must have entered the Final DIP/Cash Collateral Order, and such order must be in a Final Order and shall remain in full force and effect.
6. The final version of the Plan Supplement must have been filed and all of the schedules, documents, and exhibits contained therein must be consistent in all material respects with the Transaction Support Agreement, the Transaction Term Sheet, the DIP & Exit ABL Commitment Letter, and the Plan.
7. The Bankruptcy Court must have entered the Combined Order, which must be in form and substance acceptable to the Required Consenting Term Lenders and Debtors and consistent in all material respects with the Transaction Term Sheet and the Transaction Support Agreement and must not be subject to a stay, and the Plan must not have been amended, altered, or modified from the Plan as confirmed by the Combined Order in any material respect, unless such material amendment, alteration, or modification has been made in accordance with the Plan and must:
 - a. authorize the Debtors to take all actions necessary to enter into, implement, and consummate the contracts, instruments, releases, leases, indentures, and other agreements or documents created in connection with the Plan;
 - b. be in form and substantive acceptable to the Required DIP Term Lenders;
 - c. authorize the assumption, assumption and assignment, and/or rejection of the Executory Contracts and Unexpired Leases by the Debtors as contemplated in the Plan and the Plan Supplement;
 - d. decree that the provisions in the Combined Order and the Plan are nonseverable and mutually dependent;
 - e. authorize the Debtors to: (i) implement the Restructuring Transactions; (ii) distribute the New Equity Interests pursuant to the exemption from registration under the Securities Act provided by section 1145 of the Bankruptcy Code or other exemption from such registration or pursuant to one or more registration statements; (iii) make all distributions and issuances as required under the Plan consistent with the Transaction Term Sheet, including the New Equity Interests; and (iv) enter into any agreements, transactions, and sales of property as contemplated by the Plan and the Plan Supplement, including the Management Incentive Plan;
 - f. authorize the implementation of the Plan in accordance with its terms; and
 - g. provide that, pursuant to section 1146 of the Bankruptcy Code, the assignment or surrender of any lease or sublease, and the delivery of any deed or other instrument or transfer order, in furtherance of, or in connection with the Plan, including any deeds, bills of sale, or assignments executed in connection with any disposition or transfer of assets contemplated under the Plan, will not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.
8. Each document or agreement necessary to effectuate the Plan, including all Definitive Documents, must have been executed and/or effectuated, must be in form and substance acceptable to the Required Consenting Term Lenders and Company Parties, and must be

consistent with the Transaction Support Agreement or the DIP & Exit ABL Commitment Letter, as applicable, including the consent rights provided therein, and any conditions precedent related thereto or contained therein must have been satisfied prior to or contemporaneously with the occurrence of the Effective Date or otherwise waived in accordance with the terms of the applicable Definitive Documents.

9. The Debtors must have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Restructuring Transactions, and all applicable regulatory or government imposed waiting periods must have expired or been terminated.
10. All governmental and third-party approvals and consents that may be necessary in connection with the Restructuring Transactions must have been obtained, not be subject to unfulfilled conditions, and be in full force and effect, and all applicable waiting periods must have expired without any action being taken or threatened by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on the Restructuring Transactions.
11. No court of competent jurisdiction or other competent governmental or regulatory authority must have issued any order making illegal or otherwise restricting, limiting, preventing, or prohibiting the consummation of any of the Restructuring Transactions.
12. The Debtors must have paid in full all professional fees and expenses of the Retained Professionals that require the Bankruptcy Court's approval, or amounts sufficient to pay such fees and expenses after the Effective Date must have been placed in the Professional Fee Escrow Account pending the Bankruptcy Court's approval of such fees and expenses.
13. The Restructuring Fees and Expenses must have been paid in full in Cash (subject to any order of the Bankruptcy Court).
14. The restructuring to be implemented on the Effective Date must be consistent with the Plan, the Transaction Support Agreement, and the DIP & Exit ABL Commitment Letter.
15. There must not have been instituted or threatened or be pending any material action, proceeding, application, claim, counterclaim, or investigation (whether formal or informal) (or there must not have been any material adverse development to any action, application, claim, counterclaim, or proceeding currently instituted, threatened, or pending) before or by any court, governmental, regulatory or administrative agency or instrumentality, domestic or foreign, or by any other person, domestic or foreign, in connection with the Restructuring Transactions that, in the reasonable judgment of the Debtors and the Required Consenting Term Lenders would prohibit, prevent, or restrict consummation of the Restructuring Transactions in a materially adverse manner.

Following the satisfaction or waiver of the foregoing, concurrently with or immediately following effectiveness of the Plan on the Effective Date:

1. The Existing Equity Interests must have been canceled and the New Equity Interests must have been issued by Reorganized Parent and distributed in accordance with the terms of the Plan.
2. The New Equity Interests to be issued and/or delivered on the Effective Date (as set forth in the Plan) must have been validly issued by Reorganized Parent, must be fully paid and

non-assessable, and must be free and clear of all taxes, Liens and other encumbrances, preemptive rights, rights of first refusal, subscription rights and similar rights, except for any restrictions on transfer as may be imposed by (i) applicable securities laws and (ii) the New Organizational Documents of Reorganized Parent.

3. All conditions precedent to the effectiveness of the Exit Facilities and all other financing agreements and arrangements contemplated hereunder, as applicable, must be or have been, as applicable, funded and closed and be in full force and effect.
4. The Releases set forth in the Plan must be in full force and effect.
5. The Debtors must have paid in full to the relevant Persons all payments and fees provided for in the Transaction Support Agreement, the Transaction Term Sheet, and applicable Definitive Documents that are payable on, before, or in connection with the occurrence of the Effective Date.

Immediately following effectiveness of the Plan, the Reorganized Debtors will complete the termination of registration of all Securities under sections 13 and 15(d) of the Securities Exchange Act of 1934 (the “*Exchange Act*”) such that the Reorganized Debtors will be a private company as soon as reasonably practicable after the Effective Date.

Article VIII.B (“*Waiver of Conditions*”) provides that, subject to section 1127 of the Bankruptcy Code, the conditions to Confirmation and consummation of the Plan set forth in Article VIII of the Plan may be waived by the Debtors, with the consent of the Consenting Lenders, without notice, leave, or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan. The failure of the Debtors or Reorganized Debtors to exercise any of the foregoing rights will not be deemed a waiver of any other rights, and each right will be deemed an ongoing right that may be asserted at any time.

Article VIII.C (“*Effect of Non-Occurrence of Conditions to the Effective Date*”) addresses the effect of non-occurrence of the Effective Date. It provides that if the Confirmation of the Plan or the Effective Date does not occur with respect to one or more of the Debtors on or before the termination of the Transaction Support Agreement, then the Plan will, with respect to such applicable Debtor or Debtors, be null and void in all respects and nothing contained in the Plan or the Disclosure Statement will: (1) constitute a waiver or release of any claims by or Claims against or Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders, or any other Person or Entity; (3) constitute an allowance of any Claim or Interest; or (4) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders, or any other Person or Entity in any respect.

Article VIII.D (“*Substantial Consummation*”) provides that “Substantial consummation” of the Plan, as defined in section 1102(2) of the Bankruptcy Code, will be deemed to occur on the Effective Date.

H. Discharge, Release, Injunction, and Related Provisions

Article IX of the Plan addresses releases, injunctions, exculpatory provisions and related provisions as follows: *Discharge of Claims and Termination of Interests* (IX.A); *Releases by the Debtors* (IX.B); *Releases by Holders of Claims and Interests* (IX.C); *Exculpation* (IX.D); and *Permanent Injunction* (IX.E).

Article IX.C of the Plan contains a Third-Party Release by all Releasing Parties. Pursuant to Article IX.C of the Plan, the following are deemed to grant a Third-Party Release: (a) each Non-Debtor Affiliate; (b) each of the Debtors’ and Non-Debtor Affiliates’ current and former directors, officers, and proxyholders; (c) each Consenting Stakeholder; (d) each Prepetition Agents; (e) each DIP Agent; (f) each DIP Term Loan Lender; (g) each Exit Facility Agent; (h) each lender under the

Exit Facilities; (i) each Holder of a Claim or Interest in a Class that does not affirmatively elect to opt out of the Releases contained in the Plan or that does not (a) timely file with the Bankruptcy Court on the docket of the Chapter 11 Cases an objection to the Third-Party Release that is not withdrawn or resolved before Confirmation or (b) provide to the Debtors by electronic mail an informal objection and such objection is not withdrawn or resolved before Confirmation; and (j) each Related Party of each Entity in clauses (a) through (i); *provided*, that, for the avoidance of doubt, any opt-out election made by a Consenting Stakeholder shall be void *ab initio*.

1. Definitions Relating to Releases

The following definitions are important to understanding the scope of the releases being given under the Plan:

“**Exculpated Party**” means, each in its capacity as such, (a) each of the Debtors and (b) solely to the extent they are Estate fiduciaries, the Debtors’ Related Parties.

“**Released Party**” means, collectively, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each Non-Debtor Affiliate; (d) each of the Debtors’ and Non-Debtor Affiliates’ current and former directors, officers, and proxyholders; (e) each Consenting Stakeholder; (f) each Prepetition Agent; (g) each DIP Agent; (h) each DIP Term Loan Lender; (i) each Exit Facility Agent; (j) each lender under the Exit Facilities; (k) each Releasing Party; and (l) each Related Party of each Entity in clauses (a) through (k); *provided*, that, in each case, an Entity shall not be a Released Party if it (a) elects to opt out of the Third-Party Release as provided on its respective Release Opt-Out Form, (b) timely Files with the Bankruptcy Court on the docket of the Chapter 11 Cases an objection to the Third-Party Release that is not withdrawn or resolved before Confirmation or (c) provides to the Debtors by electronic mail an informal objection and such objection is not withdrawn or resolved before Confirmation; *provided, further*, that, for the avoidance of doubt, any opt-out election made by a Consenting Stakeholder shall be void *ab initio*.

“**Releasing Parties**” means, collectively, each of, and in each case in its capacity as such: (a) each Non-Debtor Affiliate; (b) each of the Debtors’ and Non-Debtor Affiliates’ current and former directors, officers, and proxyholders; (c) each Consenting Stakeholder; (d) each Prepetition Agents; (e) each DIP Agent; (f) each DIP Term Loan Lender; (g) each Exit Facility Agent; (h) each lender under the Exit Facilities; (i) each Holder of a Claim or Interest in a Class that does not affirmatively elect to opt out of the Releases contained in this Plan or that does not (a) timely file with the Bankruptcy Court on the docket of the Chapter 11 Cases an objection to the Third-Party Release that is not withdrawn or resolved before Confirmation or (b) provide to the Debtors by electronic mail an informal objection and such objection is not withdrawn or resolved before Confirmation; and (j) each Related Party of each Entity in clauses (a) through (i); *provided*, that, for the avoidance of doubt, any opt-out election made by a Consenting Stakeholder shall be void *ab initio*.

2. Releases, Exculpation and Injunction

a. Releases by the Debtors (IX.B)

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in this Plan or the Combined Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, is and is deemed to be, forever and unconditionally released, and absolved by each

Debtor, Reorganized Debtor, and the Estates from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of this Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to this Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under this Plan or any other related agreement, or (10) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; provided, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed or (2) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under this Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan, or any agreement, Claim, or obligation arising or assumed under this Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing this Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors,

or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

b. Releases by Holders of Claims or Interests (IX.C)

To the extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in this Plan or the Combined Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any Security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of this Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to this Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under this Plan or any other related agreement, or (10) any other act, or omission, transaction, agreement, event, or other occurrence relating to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under this Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan, or any agreement, claim, or obligation arising or assumed under this Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

c. Exculpation (IX.D)

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of this Plan, the Transaction Support Agreement, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with this Plan, the Disclosure Statement, the Definitive Documents, the Plan Supplement, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with this Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of this Plan; provided, that the foregoing provisions of this exculpation shall not operate to waive or release: (1) any Claims or Causes of Action arising from willful misconduct, actual fraud (but not, for the avoidance of doubt, fraudulent transfers), or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (2) the rights of any Person or Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan or assumed pursuant to this Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of this Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to this Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or such distributions made pursuant to this Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. For the avoidance of doubt and notwithstanding anything else herein, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

d. Permanent Injunction (IX.E)

Except as otherwise expressly provided in the Transaction Support Agreement, this Plan or the Combined Order, from and after the Effective Date, all Persons and Entities are, to the fullest extent provided under Section 524 and other applicable provisions of the Bankruptcy Code, permanently

enjoined from (1) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (2) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (3) creating, perfecting, or enforcing any Lien or encumbrance; (4) asserting a right of setoff or subrogation of any kind; or (5) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to the Plan or the Combined Order against any Person or Entity so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11 Cases under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article IX of the Plan, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

VI.

CAPITAL STRUCTURE AND CORPORATE GOVERNANCE OF REORGANIZED DEBTORS

A. Summary of Capital Structure of Reorganized Debtors

1. Post-Emergence Capital Structure

The following table summarizes the capital structure of the Reorganized Debtors, including the post-Effective Date financing arrangements the Reorganized Debtors expect to enter into to fund their obligations under the Plan and provide for, among other things, their post-Effective Date working capital needs. This summary of the Reorganized Debtors' capital structure is qualified in its entirety by reference to the Plan and the relevant Definitive Documents.

Instrument	Amount	Description
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Exit ABL Loans	\$140 million	Loans under the senior secured asset-based revolving credit facility under the Exit ABL Credit Agreement.
Exit Term Loans	\$115 million	Term loans under the Exit Prepetition Term Loan Credit Agreement in an aggregate principal amount of \$115 (inclusive of fees payable in kind) (plus accrued interest) comprising converted DIP Term Loans in an aggregate principal amount of approximately \$40 million (plus premiums owed to the DIP Backstop Parties and approximately \$75 million of Prepetition Term Loan Obligations to be “rolled-up” into the DIP-to-Exit Term Loan Facility).

2. Exit Facilities and Exit Facilities Documents

Article IV.G (“*Exit Facilities and Exit Facilities Documents*”) provides that, to the extent required and subject to the occurrence of the Effective Date, Confirmation of the Plan will be deemed to constitute approval by the Bankruptcy Court of the Exit Facilities Documents (including all transactions contemplated thereby, such as any supplementation or syndication of the Exit Term Loans, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the incurrence of Liens securing the Exit Facilities and the payment of all fees, payments, indemnities, and expenses associated therewith) and, subject to the occurrence of the Effective Date, authorization for the applicable Reorganized Debtors to enter into and perform their obligations under the Exit Facilities Documents and such other documents as may be reasonably required or appropriate, subject to any consent or approval rights under the Definitive Documents. On or around the Effective Date, the Reorganized Debtors will execute and deliver the Exit Prepetition ABL Credit Agreement, the Exit Prepetition Term Loan Credit Agreement, the Exit Intercreditor Agreement, and any other Exit Facilities Document, and will execute, deliver, file, record, and issue any other related notes, guarantees, security documents, instruments, or agreements in connection therewith, in each case, without (a) further notice to the Bankruptcy Court, or (b) further act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. On the Effective Date, the Exit Facilities will be governed by the Exit Intercreditor Agreement.

On the Effective Date, the Exit Facilities Documents will constitute legal, valid, binding, and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms. The financial accommodations to be extended pursuant to the Exit Facilities Documents are being extended, and will be deemed to have been extended, and all related payments made in connection therewith will have been made, in each case, in good faith, for legitimate business purposes, for reasonably equivalent value, as an inducement to the applicable lenders to extend credit under the applicable Exit Facilities, are reasonable, will not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, and will not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted, carried forward, continued, amended, extended, and/or reaffirmed (including in connection with any Prepetition ABL Claims that are refinanced by the Exit ABL Credit Agreement) under the Exit Facilities Documents will: (1) be continuing, legal, binding, and enforceable Liens on, and security interests in, the collateral granted in accordance with the terms of the applicable Exit Facilities Documents; (2) be granted, carried forward, continued, amended, extended, reaffirmed, and deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted thereunder; and (3) not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and will not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non bankruptcy law. The Reorganized

Debtors and the Entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Combined Order (it being understood that perfection will occur automatically by virtue of the entry of the Combined Order, and any such filings, recordings, approvals, and consents will not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

3. Issuance of New Equity Interests and Deregistration

Article IV.H (“*Issuance of New Equity Interests and Deregistration*”) provides that, on the Effective Date, Reorganized Parent will issue or reserve for issuance and deliver all of the New Equity Interests in accordance with the terms of the Plan and the New Organizational Documents. The issuance and delivery of the New Equity Interests is authorized without the need for further corporate or other action or any consent or approval of any national securities exchange upon which the New Equity Interests may be listed on or immediately following the Effective Date. All of the New Equity Interests issuable under the Plan and the Combined Order will, when so issued, be duly authorized, validly issued, fully paid, and non-assessable.

The issuance and delivery of the New Equity Interests in accordance with the Plan are authorized without the need for any further limited liability company or corporate action and without any further action by any Holder of a Claim or Interest.

Any Holder of an Allowed Prepetition Term Loan Claim or any DIP Term Lender entitled to the DIP Equity Premium may designate that all or a portion of such Holder’s share of the New Equity Interests to be distributed as part of the treatment of such Allowed Prepetition Term Loan Claim or on account of the DIP Equity Premium, be registered in the name of, and delivered to, its designee by delivering notice thereof to counsel to the Debtors and to the Notice and Claims Agent at least five (5) Business Days prior to the Effective Date. Any such designee must be an “accredited investor” as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

Reorganized Parent intends to exist and operate as a private company after the Effective Date. As promptly as reasonably practicable following the Effective Date, Reorganized Parent expects to take all necessary steps to terminate the registration of all Securities under the Exchange Act and Securities Act, including to de-register its Existing Equity Interests, and to terminate its reporting obligations under sections 12, 13, and 15(d) of the Exchange Act, including by (1) filing, or causing any applicable national securities exchange to file, a Form 25 with the SEC under the Exchange Act, and (2) filing a Form 15 with the SEC under the Exchange Act.

a. Absence of Listing / Transfer of New Equity Interests (IV.H.1)

On the Effective Date, the Reorganized Parent will issue the New Equity Interests pursuant to the Plan and the New Organizational Documents. Reorganized Parent will not be obligated to effect or maintain any listing of the New Equity Interests for trading on any national securities exchange (within the meaning of the Exchange Act) and it has no current intention of maintaining or obtaining such listing. Distributions of the New Equity Interests are expected to be delivered via book-entry transfer by the Distribution Agent in accordance with the Plan and the New Organizational Documents, rather than through the facilities of DTC; however, in the event the New Equity Interests are DTC eligible on the Effective Date, distributions will be made via DTC. Upon the Effective Date, after giving effect to the Restructuring Transactions, the New

Equity Interests will be the number of shares or membership interests designated in the New Organizational Documents.

On and after the Effective Date, transfers of New Equity Interests will be made in accordance with applicable United States law, United States securities laws (as applicable), and the New Organizational Documents.

4. Exemption from Registration Requirements

Article IV.I (“*Exemption from Registration Requirements*”) provides that no registration statement will be filed under the Securities Act, or pursuant to any state securities laws, with respect to the offer, issuance and distribution of the New Equity Interests under the Plan. The offering, sale, issuance, and distribution of the New Equity Interests in exchange for Claims pursuant to Article II and Article III of the Plan and pursuant to the Combined Order will be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable United States, state, or local law requiring registration for the offer or sale of a security pursuant to section 1145 of the Bankruptcy Code. Any and all such New Equity Interests may be resold without registration under the Securities Act by the recipients thereof pursuant to the exemption provided by Section 4(a)(1) of the Securities Act, subject to: (1) the provisions of section 1145(b)(1) of the Bankruptcy Code, which limits resale by Persons who are “underwriters” as that term is defined in such section; (2) restrictions under the Securities Act applicable to recipients who are an “affiliate” of the Reorganized Debtors as defined in Rule 144(a)(1) under the Securities Act, (3) compliance with any applicable state or foreign securities laws, if any, and any rules and regulations of the SEC, if any, applicable at the time of any future transfer of such Securities; (4) the restrictions, if any, on the transferability of such Securities in the Organizational Documents of the issuer of, or in agreements or instruments applicable to holders of, such Securities; and (5) any other applicable regulatory approval.

The Reorganized Debtors need not provide any further evidence other than the Plan and the Combined Order with respect to the treatment of the New Equity Interests under applicable securities laws.

Notwithstanding anything to the contrary in the Plan, no Person or Entity (including, for the avoidance of doubt, DTC) will be entitled to require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Equity Interests are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. All such Persons and Entities including DTC will be required to accept and conclusively rely upon the Plan or the Combined Order in lieu of a legal opinion regarding whether the New Equity Interests are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. Notwithstanding any policies, practices, or procedures of DTC, DTC and any participants and intermediaries will fully cooperate and take all actions to facilitate any and all transactions necessary or appropriate for implementation of the Plan or other contemplated thereby, including without limitation any and all distributions pursuant to the Plan.

B. Corporate Governance and Management of the Reorganized Debtors

1. Debtors’ Organizational Matters

Article IV.C (“*Corporate Existence*”) provides that, except as otherwise provided in the Plan, or as otherwise may be agreed between the Debtors and the Required Consenting Lenders, each Debtor, as a Reorganized Debtor, will continue to exist after the Effective Date as a separate corporate Entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in

the jurisdiction in which each Debtor is incorporated or formed and pursuant to the respective memorandum and articles of association, certificate of incorporation and bylaws (or other formation documents) in effect before the Effective Date, except to the extent such memorandum and articles of association, certificate of incorporation and bylaws (or other formation documents) are amended by the Plan, by the Debtors, or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law), without prejudice to any right to alter or terminate such existence (whether by merger or otherwise) in accordance with such applicable law.

The Plan further provides that, on or after the Effective Date, without prejudice to the rights of any party to a contract or other agreement with any Reorganized Debtor, each Reorganized Debtor may, without the need for approval of the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, take such action as permitted by applicable law, and such Reorganized Debtor's Organizational Documents, as such Reorganized Debtor may determine is reasonable and appropriate, including, without limitation, causing: (a) a Reorganized Debtor to be merged into another Reorganized Debtor or an Affiliate of a Reorganized Debtor; (b) a Reorganized Debtor to be dissolved; (c) the conversion of a Reorganized Debtor from one entity type to another entity type; (d) the legal name of a Reorganized Debtor to be changed; (e) the closure of a Reorganized Debtor's Chapter 11 Case on the Effective Date or any time thereafter; or (f) the reincorporation of a Reorganized Debtor under the law of jurisdictions other than the law under which the applicable Debtor currently is incorporated.

Article V.H ("**Indemnification Provisions and Reimbursement Obligations**") provides that, on and as of the Effective Date, and except as prohibited by applicable law and subject to the limitations set forth in the Plan, the Indemnification Provisions will be assumed and irrevocable and will survive the effectiveness of the Plan, and the New Organizational Documents will provide to the fullest extent provided by law for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to the Debtors' and the Reorganized Debtors' current and former directors, officers, equity holders, managers, members, employees, accountants, investment bankers, attorneys, other professionals, agents of the Debtors, and such current and former directors', officers', equity holders', managers', members', and employees' respective Affiliates (each of the foregoing solely in their capacity as such) at least to the same extent as the Indemnification Provisions, against any Claims or Causes of Action whether direct or derivative, liquidated or unliquidated, fixed or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted. Notwithstanding anything in the Plan to the contrary, none of the Reorganized Debtors will amend and/or restate the New Organizational Documents before or after the Effective Date to terminate or adversely affect any of the Indemnification Provisions.

Article IV.J of the Plan ("**New Organizational Documents**") provides that, subject to Article IV.E of the Plan, the Reorganized Debtors and Reorganized Parent will enter into such agreements and amend their corporate governance documents to the extent necessary to implement the terms and provisions of the Plan. Without limiting the generality of the foregoing, as of the Effective Date, each of the Reorganized Debtors will be governed by the New Organizational Documents applicable to it. From and after the Effective Date, the Organizational Documents of each of the Reorganized Debtors will be deemed to be modified to prohibit the issuance of non-voting Securities, solely to the extent required under section 1123(a)(6) of the Bankruptcy Code. On or immediately before the Effective Date, each Reorganized Debtor and Reorganized Parent will file its New Organizational Documents, if any, with the applicable Secretary of State and/or other applicable authorities in its jurisdiction of incorporation or formation in accordance with applicable laws of its jurisdiction of incorporation or formation, to the extent required for such New Organizational Documents to become effective. The New Organizational Documents for the Reorganized Debtors and Reorganized Parent will be in form and substance (including customary minority protections) acceptable to the Required Consenting Lenders.

The Plan further provides, that, as a condition to receiving the New Equity Interests, Holders of Allowed Prepetition Term Loan Claim or Holders entitled to receive New Equity Interests on account of the DIP Equity Premium and/or any of their respective designees for receipt of New Equity Interests will be required to execute and deliver the New Organizational Documents for Reorganized Parent. For the avoidance of doubt, any Entity's or Person's receipt of New Equity Interests under, or as contemplated by, the Plan (including on account of the DIP Equity Premium) will be deemed to be its agreement to the terms of the New Organizational Documents for Reorganized Parent, and such Entities and Persons will be deemed signatories to the New Organizational Documents for Reorganized Parent without further action required on their part. The New Organizational Documents for Reorganized Parent will be effective as of the Effective Date and, as of such date, will be deemed to be valid, binding, and enforceable in accordance with its terms, and each Holder of New Equity Interests will be bound thereby in all respects even if such Holder has not actually executed and delivered a counterpart thereof.

Article IV.O ("*Corporate Action*") provides that each of the Debtors and the Reorganized Debtors may take any and all actions to execute, deliver, File or record such contracts, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the provisions of the Plan, and without further notice to or order of the Bankruptcy Court, any act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, officers, or directors of the Debtors or the Reorganized Debtors or by any other Person (except for those expressly required pursuant hereto or by the Definitive Documents).

Upon the Effective Date, all actions contemplated by the Plan will be deemed authorized, approved, and, to the extent taken before the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, directors, managers, or officers of the Debtors, the Reorganized Debtors, or any other Entity, including: (1) assumption and rejection (as applicable) of Executory Contracts and Unexpired Leases; (2) selection of the directors, managers, and officers for the Reorganized Debtors and Reorganized Parent; (3) the execution of the New Organizational Documents and the Exit Facilities Documents; (4) the issuance and delivery of the New Equity Interests and the issuance of the Exit Facilities; (5) implementation of the Restructuring Transactions, and (6) all other acts or actions contemplated, or reasonably necessary or appropriate to promptly consummate the transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the company structure of the Debtors, and any company action required by the Debtors in connection therewith, will be deemed to have occurred on, and will be in effect as of, the Effective Date, without any requirement of further action by the security holders, directors, managers, authorized persons, or officers of the Debtors, the Reorganized Debtors, or Reorganized Parent or otherwise.

Before, on, and after the Effective Date, the appropriate officers, directors, managers, or authorized persons of the Debtors, the Reorganized Parent, or any direct or indirect subsidiaries of the Reorganized Parent (including any president, vice-president, chief executive officer, treasurer, general counsel, secretary, or chief financial officer thereof) will be authorized and directed to issue, execute, and deliver the agreements, documents, securities, memoranda and articles of association, certificates of incorporation, certificates of formation, bylaws, operating agreements, other organization documents, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the applicable Debtors or applicable Reorganized Debtors, including the (1) New Organizational Documents, (2) Exit Facilities Documents, and (3) any and all other agreements, documents, securities, and instruments relating to or contemplated by the foregoing. Before or on the Effective Date, each of the Debtors is authorized, in its sole discretion, to change its name or corporate form and to take such other action as required to effectuate a change of name or corporate form in the jurisdiction of incorporation of the applicable Debtor or Reorganized Debtor. To the extent the Debtors change their

names or corporate form before the closing of the Chapter 11 Cases, the Debtors will change the case captions accordingly.

The authorizations, approvals and directives contemplated by Article IV.O of the Plan will be effective notwithstanding any requirements under non-bankruptcy law.

2. Directors and Officers of the Reorganized Debtors

Article IV.M.1 (“*Reorganized Board*”) provides that, the members of the Reorganized Board will consist of a number of members determined by the Required Consenting Lenders in their sole discretion, which will consist of members appointed in a manner determined by the Required Consenting Lenders in their sole discretion and set forth in the New Organizational Documents for Reorganized Parent. Except to the extent that a member of the board of directors or board of managers, or the sole manager, as applicable, of a Debtor is designated in the Plan Supplement to serve as a director, manager, or sole manager of such Reorganized Debtor on the Effective Date, the members of the board of directors or board of managers, or the sole manager, as applicable, of each Debtor prior to the Effective Date, in their capacities as such, will have no continuing obligations to the Reorganized Debtors on or after the Effective Date, and each such director, manager, or sole manager will be deemed to have resigned or will otherwise cease to be a director, manager, or sole manager of the applicable Debtor on the Effective Date. Each of the directors, managers, sole managers and officers of each of the Reorganized Debtors and Reorganized Parent will serve pursuant to the terms of the applicable New Organizational Documents of such Reorganized Debtor or Reorganized Parent, as applicable, and may be designated, replaced, or removed in accordance with such New Organizational Documents.

3. Senior Management

Article IV.M.2 (“*Senior Management*”) provides that the existing officers of the Debtors as of the Effective Date will remain in their current capacities as officers of the Reorganized Debtors, subject to their right to resign and the ordinary rights and powers of the Reorganized Board to remove or replace them in accordance with the New Organizational Documents and any applicable employment agreements that are assumed pursuant to the Plan.

4. Management Incentive Plan

Article IV.M.3 (“*Management Incentive Plan*”) provides that, after the Effective Date, the Reorganized Board will adopt the Management Incentive Plan in accordance with the Transaction Term Sheet. The form of the awards (i.e., options, restricted stock or units, appreciation rights, etc.), the participants in the Management Incentive Plan, the allocations of the awards to such participants (including the amount of allocations and the timing of the grant of the awards), and the terms and conditions of the awards (including vesting, exercise prices, base values, hurdles, forfeiture, repurchase rights and transferability) will be determined by the Reorganized Board in its sole discretion.

5. Directors and Officers Insurance Policies

Article V.F (“*Directors and Officers Insurance Policies*”) provides that, on the Effective Date the Reorganized Debtors will be deemed to have assumed all of the Debtors’ D&O Insurance Policies (including any “tail coverage” and all agreements, documents, or instruments related thereto, including, without limitation, the six years of runoff or “tail” coverage for the D&O Insurance Policies which covers the period from March 11, 2023 to June 11, 2024 and for which all premiums and related obligations were paid in full prior to the date hereof) in effect before the Effective Date pursuant to sections 105 and 365(a) of the Bankruptcy Code, without the need for any further notice to or action, order, or approval of the

Bankruptcy Court. Confirmation of the Plan will not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of the D&O Insurance Policies, and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed by the Debtors under the Plan as to which no Proof of Claim need be Filed. The Debtors and, after the Effective Date, the Reorganized Debtors will retain the ability to supplement such D&O Insurance Policies as the Debtors or Reorganized Debtors, as applicable, may deem necessary. For the avoidance of doubt, entry of the Combined Order will constitute the Bankruptcy Court’s approval of the Reorganized Debtors’ foregoing assumption of each of the unexpired D&O Insurance Policies.

In addition, on or after the Effective Date, none of the Reorganized Debtors will terminate or otherwise reduce the coverage under any D&O Insurance Policies (including any “tail coverage” and all agreements, documents, or instruments related thereto) in effect on or before the Effective Date, with respect to conduct occurring prior thereto, and all current and former directors, officers, and managers of the Debtors who served in such capacity at any time before the Effective Date will be entitled to the full benefits of any such policies for the full term of such policies regardless of whether such current and former directors, officers, and managers remain in such positions after the Effective Date, all in accordance with and subject in all respects to the terms and conditions of the D&O Insurance Policies, which will not be altered.

VII.
CONFIRMATION OF THE PLAN

The Bankruptcy Court will confirm the Plan only if all of the requirements of section 1129 of the Bankruptcy Code are met. Among the requirements for confirmation are that a plan is (A) accepted by all impaired classes of claims and interests entitled to vote or, if rejected or deemed rejected by an impaired class, that the plan “does not discriminate unfairly” and is “fair and equitable” as to such class; (B) in the “best interests” of the holders of claims and interests impaired under the plan; and (C) feasible.

A. Combined Hearing

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court to hold a confirmation hearing upon appropriate notice to all required parties. The Combined Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for the announcement of the continuation date made at the Combined Hearing, at any subsequent continued Combined Hearing or confirmation hearing, or pursuant to a notice filed on the docket for the Chapter 11 Cases.

Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to the confirmation of a plan. Any objection to confirmation of the Plan must be in writing, must conform to the Bankruptcy Rules and the Bankruptcy Local Rules, must set forth the name of the objector, the nature and amount of Claims or Interests held or asserted by the objector against the Debtors’ Estates or properties, the basis for the objection and the specific grounds therefore, and must be filed with the Bankruptcy Court, together with proof of service thereof, and served upon all of the below parties.

Debtors	Counsel to the Debtors
The Container Store Group, Inc. 500 Freeport Parkway Coppell, TX 75019 Attn: Tasha Grinnell	Hunton Andrews Kurth LLP 600 Travis Street, Suite 4200 Houston, TX 77002 Attn: Timothy A. (“Tad”) Davidson II, Ashley L. Harper, and Philip M. Guffy

	<p>and</p> <p>Latham & Watkins LLP 1271 Avenue of the Americas New York, NY 10020 Attn: George A. Davis and Hugh Murtagh</p> <p>and</p> <p>Latham & Watkins LLP 355 South Grand Avenue, Suite 100 Los Angeles, CA 90071 Attn: Ted A. Dillman</p>
United States Trustee	Counsel to the Ad Hoc Group
<p>Office of the United States Trustee for the Southern District of Texas 515 Rusk Street, Suite 3516 Houston, TX 77002 Attn: Ha Nguyen, Vianey Garza</p>	<p>Paul Hastings LLP 200 Park Avenue New York, NY 10166 Attn: Jayme Goldstein, Isaac Sasson, William Reily, Leonie Koch</p> <p>and</p> <p>Paul Hastings LLP 600 Travis Street, Floor 58 Houston, TX, 77002 Attn: Schlea Thomas</p> <p>and</p> <p>Paul Hastings LLP 2001 Ross Avenue, Suite 2700 Dallas, TX 75201</p>
Counsel to the DIP ABL Loan Agent	Counsel to the DIP Term Loan Agents
<p>Rierner & Braunstein LLP Times Square Tower Seven Times Square, Suite 2506 New York, NY 10036 Attn: Donald E. Rothman, Steven E. Fox</p> <p>and</p> <p>Frost Brown Todd LLP Rosewood Court 2101 Cedar Springs Road, Suite 900 Dallas, TX 750201 Attn: Rebecca L. Matthews</p>	<p>Paul Hastings LLP 200 Park Avenue New York, NY 10166 Attn: Alex Cota, Liz Loonam</p>

B. Confirmation

At the Combined Hearing, the Bankruptcy Court will determine whether the requirements of section 1129 of the Bankruptcy Code have been satisfied with respect to the Plan.

1. Confirmation Requirements

Confirmation of a chapter 11 plan under section 1129(a) of the Bankruptcy Code requires, among other things, that:

- the plan complies with the applicable provisions of the Bankruptcy Code;
- the proponent of the plan has complied with the applicable provisions of the Bankruptcy Code;
- the plan has been proposed in good faith and not by any means forbidden by law;
- any plan payment made or to be made by the proponent under the plan for services or for costs and expenses in, or in connection with, the chapter 11 case, or in connection with the plan and incident to the case, has been approved by, or is subject to the approval of, the bankruptcy court as reasonable;
- the proponent has disclosed the identity and affiliations of any individual proposed to serve, after confirmation of the plan, as a director, officer, or voting trustee of the debtor, an affiliate of the debtor participating in the plan with the debtor, or a successor to the debtor under the plan. The appointment to, or continuance in, such office by such individual must be consistent with the interests of creditors and equity security holders and with public policy and the proponent must have disclosed the identity of any insider that the reorganized debtor will employ or retain, and the nature of any compensation for such insider;
- with respect to each impaired class of claims or interests, either each holder of a claim or interest of such class has accepted the plan, or will receive or retain under the plan, on account of such claim or interest, property of a value, as of the effective date of the plan, that is not less than the amount that such holder would receive or retain if the debtor were liquidated on such date under chapter 7 of the Bankruptcy Code;
- subject to the “cramdown” provisions of section 1129(b) of the Bankruptcy Code, each class of claims or interests has either accepted the plan or is not impaired under the plan;
- except to the extent that the holder of a particular claim has agreed to a different treatment of such claim, the plan provides that allowed administrative expenses and priority claims will be paid in full on the effective date (except that holders of priority tax claims may receive deferred Cash payments of a value, as of the effective date of the plan, equal to the allowed amounts of such claims and that holders of priority tax claims may receive on account of such claims deferred Cash payments, over a period not exceeding five (5) years after the date of assessment of such claims, of a value, as of the effective date, equal to the allowed amount of such claims);

- if a class of claims is impaired, at least one (1) impaired class of claims has accepted the plan, determined without including any acceptance of the plan by any insider holding a claim in such class; and
- confirmation of the plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the debtor or any successor to the debtor under the plan, unless such liquidation or reorganization is proposed in the plan.

The Debtors believe that:

- the Plan satisfies all of the statutory requirements of chapter 11 of the Bankruptcy Code;
- the Debtors, as the proponents of the Plan, have complied or will have complied with all of the requirements of chapter 11 of the Bankruptcy Code; and
- the Plan has been proposed in good faith.

Set forth below is a summary of certain relevant statutory confirmation requirements.

a. Acceptance

Claims in Class 3 are Impaired under the Plan, and Holders thereof are entitled to vote to accept or reject the Plan; Claims in Classes 1, 2, and 4 are Unimpaired, and therefore Holders thereof are conclusively presumed to accept the Plan; Claims and Interests in Classes 5 and 8, respectively, are Impaired and will receive no distribution under the Plan, and therefore Holders thereof are conclusively deemed to reject the Plan; and Claims and Interests in Classes 6 and 7, respectively, will either be Unimpaired or Impaired, and Holders thereof will receive no distributions and will be conclusively deemed to accept or deemed to reject the Plan, as applicable.

With respect to any Class of Claims or Interests that rejects (or is deemed to reject) the Plan, the Debtors will be required to demonstrate that the Plan satisfies the requirements for nonconsensual confirmation under section 1129(b) of the Bankruptcy Code (which are discussed immediately below). While the Debtors believe the Plan satisfies such requirements with respect to all Classes of Claims and Interests that may reject the Plan, there can be no assurance that the Bankruptcy Court will determine that the Plan meets such requirements. The Debtors also will seek confirmation of the Plan over the objection of any individual holders of Claims who are members of an accepting Class.

b. Unfair Discrimination and Fair and Equitable Test

To obtain nonconsensual confirmation of a chapter 11 plan, it must be demonstrated to the Bankruptcy Court that the plan “does not discriminate unfairly” and is “fair and equitable” with respect to each impaired, non-accepting class. The Bankruptcy Code provides a non-exclusive definition of the phrase “fair and equitable” for, respectively, secured creditors, unsecured creditors and holders of equity interests. In general, section 1129(b) of the Bankruptcy Code permits confirmation notwithstanding non-acceptance by an impaired class if that class and all junior classes are treated in accordance with the “absolute priority” rule, which requires that the dissenting class be paid in full before a junior class may receive anything under the plan.

A chapter 11 plan does not “discriminate unfairly” with respect to a non-accepting class if the value of the Cash and/or securities to be distributed to the non-accepting class is equal to, or otherwise fair when compared to, the value of the distributions to other classes whose legal rights are similar to those of the

non-accepting class. The Debtors believe the Plan will not discriminate unfairly against any non-accepting Class.

c. Feasibility; Financial Projections

The Bankruptcy Code permits a plan to be confirmed only if confirmation is not likely to be followed by liquidation or the need for further financial reorganization of the debtor or any successor to the debtor, unless such liquidation or reorganization is proposed in the plan. For purposes of determining whether the Plan meets this requirement, the Debtors have analyzed the ability of the Reorganized Debtors to meet their obligations under the Plan and retain sufficient liquidity and capital resources to conduct their business. Under the terms of the Plan, the Allowed Claims potentially being paid in whole or in part in Cash are the Other Secured Claims and General Unsecured Claims.

In connection with developing the Plan, the Debtors have prepared detailed financial projections (the “*Financial Projections*”) set forth in Exhibit C hereto, which demonstrate, among other things, the financial feasibility of the Plan. The Financial Projections indicate, on a *pro forma* basis, that the projected level of Cash flow is sufficient to satisfy all of the Reorganized Debtors’ future debt and debt-related interest costs, capital expenditure, and other obligations during this period. Accordingly, the Debtors believe that confirmation of the Plan is not likely to be followed by the liquidation or further reorganization of the Reorganized Debtors.

THE FINANCIAL PROJECTIONS, INCLUDING THE UNDERLYING ASSUMPTIONS, SHOULD BE CAREFULLY REVIEWED IN EVALUATING THE PLAN. WHILE MANAGEMENT BELIEVES THE ASSUMPTIONS UNDERLYING THE FINANCIAL PROJECTIONS, WHEN CONSIDERED ON AN OVERALL BASIS, WERE REASONABLE WHEN PREPARED IN LIGHT OF CURRENT CIRCUMSTANCES AND EXPECTATIONS, NO ASSURANCE CAN BE GIVEN THAT THE FINANCIAL PROJECTIONS WILL BE REALIZED. THE DEBTORS MAKE NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THE FINANCIAL PROJECTIONS. THE PROJECTIONS ARE SUBJECT TO A NUMBER OF RISKS, UNCERTAINTIES AND ASSUMPTIONS, INCLUDING THOSE DESCRIBED BELOW UNDER SECTION IX. IN LIGHT OF THESE RISKS AND UNCERTAINTIES, ACTUAL RESULTS COULD DIFFER MATERIALLY FROM THOSE ANTICIPATED IN THE FINANCIAL PROJECTIONS.

The Debtors prepared the Financial Projections based upon certain assumptions that they believe to be reasonable under the circumstances. The Financial Projections have not been examined or compiled by independent accountants. Moreover, such information has not been prepared in accordance with accounting principles generally accepted in the United States (“*GAAP*”). The Debtors make no representation as to the accuracy of the Financial Projections or their ability to achieve the projected results. Many of the assumptions on which the Financial Projections are based are inherently subject to significant economic and competitive uncertainties and contingencies beyond the control of the Debtors and their management. Inevitably, some assumptions will not materialize, and unanticipated events and circumstances may affect the actual financial results. Therefore, the actual results achieved may vary from the projected results, and the variations may be material. All Holders of Claims that are entitled to vote to accept or reject the Plan are urged to examine carefully all of the assumptions on which the Financial Projections are based in connection with their evaluation of the Plan.

2. Best Interests Test

The “best interests” test requires that the Bankruptcy Court find either:

- that all members of each impaired class have accepted the plan; or
- that each holder of an allowed claim or interest in each impaired class of claims or interests will receive or retain under the plan on account of such claim or interest, property of a value, as of the effective date of the plan, that is not less than the amount such holder would receive or retain if the debtor were liquidated under chapter 7 of the Bankruptcy Code on such date.

To determine what the holders of Claims and Interests in each impaired Class would receive if the Debtors were liquidated under chapter 7 on the Effective Date, the Bankruptcy Court must determine the dollar amount that would have been generated from the liquidation of the Debtors' assets and properties in a liquidation under chapter 7 of the Bankruptcy Code.

To determine if the Plan is in the best interests of each impaired Class, the present value of the distributions from the proceeds of a liquidation of the Debtors' assets and properties, after subtracting the amounts due to secured and priority creditors, must be compared with the value of the property offered to each such Class of Claims under the Plan.

After considering the effects that a chapter 7 liquidation would have on the ultimate proceeds available for distribution to creditors, the Debtors have determined that confirmation of the Plan will provide each Holder of an Allowed Claim with a recovery that is not less than such Holder would have received pursuant to the liquidation of the Debtors under chapter 7.

Moreover, the Debtors believe that the value of distributions to each Class of Allowed Claims in a chapter 7 case would be materially less than the value of distributions under the Plan, and any distribution in a chapter 7 case would not occur as expeditiously as contemplated by the Plan.

The Debtors, with the assistance of their financial advisor, FTI Consulting, Inc., and legal counsel, have prepared a liquidation analysis that summarizes the Debtors' best estimate of recoveries by Holders of Claims and Interests in the event of liquidation commencing on or around January 31, 2025 (the "*Liquidation Analysis*"), which is set forth in Exhibit D hereto. The Liquidation Analysis provides: (a) a summary of the liquidation values of the Debtors' assets, assuming a chapter 7 liquidation in which a trustee appointed by the Bankruptcy Court would liquidate the assets of the Debtors' estates; and (b) the expected recoveries of Holders of Claims and Interests under the Plan.

The Liquidation Analysis contains a number of estimates and assumptions that, although developed and considered reasonable by the Debtors' management, are inherently subject to significant economic and competitive uncertainties and contingencies beyond the control of the Debtors and their management. The Liquidation Analysis also is based on assumptions with regard to liquidation decisions that are subject to change and significant economic and competitive uncertainties and contingencies beyond the control of the Debtors and their management. Accordingly, the values reflected might not be realized. All Holders of Claims that are entitled to vote to accept or reject the Plan are urged to examine carefully all of the assumptions on which the Liquidation Analysis is based in connection with their evaluation of the Plan.

C. Classification of Claims and Interests

The Debtors believe that the Plan complies with the classification requirements of the Bankruptcy Code, which require that a chapter 11 plan place each claim and interest into a class with other claims or interests that are "substantially similar."

D. Consummation

The Plan will be consummated on the Effective Date. The Effective Date will occur on the first Business Day on which the conditions precedent to the effectiveness of the Plan (*see Section V.G* hereof and Article VIII of the Plan) have been satisfied or waived pursuant to the Plan. The Plan is to be implemented pursuant to its terms, consistent with the provisions of the Bankruptcy Code.

E. Exemption from Certain Taxes and Fees

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfer (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under the Plan (including the Restructuring Transactions) pursuant to (1) the issuance, distribution, transfer, or exchange of any debt, securities, or other interest in the Debtors or the Reorganized Debtors, (2) the creation, modification, consolidation, termination, refinancing, or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means, (3) the making, assignment, or recording of any lease or sublease, (4) the grant of collateral security for any or all of the Exit Facilities or other indebtedness, or (5) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan (including the Restructuring Transactions), will not be subject to any document recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and the appropriate state or local governmental officials, agents, or filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, must comply with the requirements of section 1146(a) of the Bankruptcy Code, will forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee or governmental assessment.

F. Modification of Plan

Subject to the terms of the Transaction Support Agreement and the limitations contained in the Plan, the Debtors or Reorganized Debtors reserve the right to, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Transaction Support Agreement: (1) amend or modify the Plan before the entry of the Combined Order, including amendments or modifications to satisfy section 1129(b) of the Bankruptcy Code; (2) amend or modify the Plan after the entry of the Combined Order in accordance with section 1127(b) of the Bankruptcy Code and the Transaction Support Agreement upon order of the Bankruptcy Court; and (3) remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan upon order of the Bankruptcy Court.

G. Effect of Confirmation on Modifications

Entry of the Combined Order will mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

H. Revocation of Plan; Reservation of Rights If Effective Date Does Not Occur

Subject to the conditions to the Effective Date, the Debtors reserve the right, subject to the terms of the Transaction Support Agreement, to revoke or withdraw the Plan before the entry of the Combined Order

and to File subsequent plans of reorganization. If the Debtors revoke or withdraw the Plan, or if entry of the Combined Order or the Effective Date does not occur, or if the Transaction Support Agreement terminates in accordance with its terms before the Effective Date, then (1) the Plan will be null and void in all respects, (2) any settlement or compromise embodied in the Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant hereto will be deemed null and void, and (3) nothing contained in the Plan will: (a) constitute a waiver or release of any Claims by or against, or any Interests in, such Debtor or any other Entity; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission of any sort by the Debtors or any other Entity; *provided*, that any Restructuring Fees and Expenses that have been paid as of the date of revocation or withdrawal of the Plan will remain paid and will not be subject to disgorgement or repayment without further order of the Bankruptcy Court.

I. Post-Confirmation Jurisdiction of the Bankruptcy Court

Notwithstanding the entry of the Combined Order and the occurrence of the Effective Date, except to the extent set forth in the Plan or under applicable federal law, the Bankruptcy Court will retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

- i. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;
- ii. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Retained Professionals authorized pursuant to the Bankruptcy Code or the Plan;
- iii. resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Cure Costs arising therefrom, including Cure Costs pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; and (c) any dispute regarding whether a contract or lease is or was executory or expired;
- iv. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan and the Combined Order;
- v. adjudicate, decide, or resolve any motions, adversary proceedings, contested, or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;
- vi. adjudicate, decide, or resolve any and all matters related to Causes of Action;
- vii. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;
- viii. resolve any cases, controversies, suits, or disputes that may arise in connection with any Claims, including claim objections, allowance, disallowance, estimation, and distribution;

- ix. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan, the Combined Order, and all contracts, instruments, releases, and other agreements or documents created in connection with the Plan, the Combined Order, or the Disclosure Statement, including the Transaction Support Agreement;
- x. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;
- xi. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the interpretation or enforcement of the Plan, the Combined Order, or any contract, instrument, release or other agreement or document that is entered into or delivered pursuant to the Plan or the Combined Order, or any Entity's rights arising from or obligations incurred in connection with the Plan or the Combined Order;
- xii. issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with enforcement of the Plan or the Combined Order;
- xiii. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in the Plan and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;
- xiv. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid;
- xv. enter and implement such orders as are necessary or appropriate if the Combined Order is for any reason modified, stayed, reversed, revoked, or vacated;
- xvi. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Combined Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan, the Combined Order, or the Disclosure Statement;
- xvii. enter an order or final decree concluding or closing the Chapter 11 Cases;
- xviii. adjudicate any and all disputes arising from or relating to distributions to Holder of Claims and Interests under the Plan;
- xix. consider any modification of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Combined Order;
- xx. determine requests for payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;
- xxi. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, or the Combined Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;

- xxii. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
- xxiii. hear and determine all disputes involving the existence, nature, or scope of the Debtors' discharge, including without limitation any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred before or after the Effective Date;
- xxiv. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the releases, injunctions, and exculpations provided under Article IX of the Plan;
- xxv. resolve any disputes concerning whether a Person had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, and any solicitation conducted in connection with the Chapter 11 Cases, in each case, for the purpose of determining whether a Claim or Interest is discharged pursuant to the Plan or for any other purpose;
- xxvi. enforce all orders previously entered by the Bankruptcy Court; and
- xxvii. hear any other matter not inconsistent with the Bankruptcy Code, the Plan, or the Combined Order.

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in Article X of the Plan, the provisions of Article X will have no effect on and will not control, limit, or prohibit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

Notwithstanding anything to the contrary in the Plan: (1) the Bankruptcy Court's jurisdiction to hear and determine disputes concerning Claims against or Interests in the Debtors that arose before the Effective Date, including, without limitation, any Claims based in whole or in part on any conduct of the Debtors occurring on or before the Effective Date, will be non-exclusive; (2) any dispute arising under or in connection with the Exit Facility Documents, New Governance Documents, and New Stockholders Agreement will be dealt with in accordance with the provisions of the applicable document; and (3) as of the Effective Date, the Exit Facility Amendment will be governed by the jurisdictional provisions therein.

VIII.

ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN

The Debtors have determined that the Plan is the best alternative available for their successful emergence from chapter 11. If the Plan is not confirmed and consummated, the alternatives to the Plan are: (A) continuation of the Chapter 11 Cases, which could lead to the filing of an alternative plan of reorganization and/or a sale of substantially all of the Debtors' assets; (B) a liquidation under chapter 7 of the Bankruptcy Code; or (C) dismissal of the Chapter 11 Cases, leaving Holders of Claims and Interests to pursue available non-bankruptcy remedies. These alternatives to the Plan are not likely to benefit Holders of Claims and Interests.

A. Continuation of Chapter 11 Cases

If the Plan is not confirmed, the Debtors (or, if the Debtors' exclusive period in which to file a plan of reorganization has expired, any other party in interest) could attempt to formulate a different plan or to sell all or substantially all of the Debtors' assets outside of a plan. Such a scenario might entail a reorganization and continuation of the Debtors' business or an orderly liquidation of their assets; in either case, the Debtors expect that recoveries to their stakeholders would be diminished relative to the recoveries available under the Plan.

B. Liquidation under Chapter 7

If no plan can be confirmed, then the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code in which a trustee would be elected or appointed to liquidate the assets of the Debtors for distribution to their creditors in accordance with the priorities established by the Bankruptcy Code. The effect a chapter 7 liquidation would have on the recovery of holders of Allowed Claims and Interests is set forth in the Liquidation Analysis set forth in Exhibit D hereto.

As demonstrated in the Liquidation Analysis, the Debtors believe that liquidation under chapter 7 would result in smaller distributions to creditors than those provided for in the Plan because of, among other things, the delay resulting from the conversion of the Chapter 11 Cases to cases under chapter 7, the additional administrative expenses associated with the appointment of a trustee and the trustee's retention of professionals, and the loss in value attributable to an expeditious liquidation of the Debtors' assets as required by chapter 7.

C. Dismissal of Chapter 11 Cases.

If the Chapter 11 Cases are dismissed, Holders of Claims or Interests would be free to pursue non-bankruptcy remedies in their attempts to satisfy Claims against or Interests in the Debtors. However, in that event, each Holder of Claims or Interests would be faced with the costs and difficulties of attempting to recover on an individual basis. Accordingly, the Debtors believe that the Plan will enable all creditors to realize the greatest possible recovery on their respective Claims with the least delay.

IX.

RISK FACTORS TO CONSIDER BEFORE VOTING

BEFORE VOTING TO ACCEPT OR REJECT THE PLAN, HOLDERS OF CLAIMS ENTITLED TO VOTE SHOULD READ AND CAREFULLY CONSIDER THE RISK FACTORS SET FORTH BELOW, IN ADDITION TO THE INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT, TOGETHER WITH ANY ATTACHMENTS, EXHIBITS, OR DOCUMENTS INCORPORATED BY REFERENCE HERETO. THE FACTORS BELOW SHOULD NOT BE REGARDED AS THE ONLY RISKS ASSOCIATED WITH THE PLAN OR ITS IMPLEMENTATION.

A. Certain Bankruptcy Law Considerations

1. General

While the Debtors believe that the Chapter 11 Cases will be of short duration and will not be materially disruptive to their businesses, the Debtors cannot be certain that this will be the case. Although the Plan is designed to minimize the duration of the Chapter 11 Cases, it is impossible to predict with certainty the amount of time that one or more of the Debtors may spend in bankruptcy or to assure parties in interest that

the Plan will be confirmed. Even if confirmed on a timely basis, bankruptcy proceedings to confirm the Plan could have an adverse effect on the Debtors' businesses. Among other things, it is possible that bankruptcy proceedings could adversely affect the Debtors' relationships with their key customers, vendors, suppliers and employees. The process will also involve additional expense and will divert some of the attention of the Debtors' management away from business operations.

2. Risk of Non-Approval of the Disclosure Statement As Containing Adequate Information

Because the Chapter 11 Cases have not yet been commenced, this Disclosure Statement has not, as of the date hereof, been approved by the Bankruptcy Court as containing "adequate information" within the meaning of section 1125(a) of the Bankruptcy Code. Upon filing, the Debtors will promptly seek entry of an order by the Bankruptcy Court approving this Disclosure Statement. While the Debtors believe that this Disclosure Statement provides "adequate information" within the meaning of section 1125(a), there can be no assurance that the Bankruptcy Court will reach the same conclusion.

3. Risk of Non-Confirmation of Plan

Although the Debtors believe that the Plan will satisfy all requirements necessary for confirmation by the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will reach the same conclusion or that modification to the Plan will not be required for confirmation or that such modifications would not necessitate re-solicitation of votes. Moreover, the Debtors can make no assurances that they will receive the requisite acceptances to confirm the Plan, and even if the Voting Class voted in favor of the Plan or the requirements for "cramdown" are met with respect to any Class that rejects (or is deemed to reject) the Plan, the Bankruptcy Court, which may exercise substantial discretion as a court of equity, may choose not to confirm the Plan. If the Plan is not confirmed, it is unclear what distributions Holders of Claims and Interests ultimately would receive with respect to their Claims and Interests in a subsequent plan of reorganization or otherwise.

4. Non-Consensual Confirmation

If any impaired class of claims or interests does not accept or is deemed not to accept a plan of reorganization, a bankruptcy court may nevertheless confirm such plan at the proponent's request if at least one impaired class has accepted the plan (with such acceptance being determined without including the vote of any "insider" in such class), and as to each impaired class that has accepted the plan, the bankruptcy court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired classes. Should any Class vote to reject the Plan, then these requirements must be satisfied with respect to such rejecting Classes. The Debtors believe that the Plan satisfies these requirements, but there can be no assurance that the Bankruptcy Court will reach the same conclusion and confirm the Plan on a non-consensual basis.

5. Financial Projections

The Debtors have prepared financial projections on a consolidated basis with respect to the Reorganized Debtors based on certain assumptions as set forth in Exhibit C hereto. The projections have not been compiled, audited, or examined by independent accountants, and neither the Debtors nor their advisors make any representations or warranties regarding the accuracy of the projections or the ability to achieve forecasted results.

Many of the assumptions underlying the projections are subject to significant uncertainties that are beyond the control of the Debtors or Reorganized Debtors, including the timing, confirmation, and consummation

of the Plan, consumer demands for the Reorganized Debtors' products, macroeconomic, political and other events that may affect the Reorganized Debtors' ability to maintain adequate amounts and array of inventory, inflation, and other unanticipated market and economic conditions. Some assumptions may not materialize, and unanticipated events and circumstances may affect the actual results. Projections are inherently subject to substantial and numerous uncertainties and to a wide variety of significant business, economic, and competitive risks, and the assumptions underlying the projections may be inaccurate in material respects.

6. Risks Related to Parties in Interest Objecting to the Debtors' Classification of Claims and Interests

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an interest in a particular class only if such claim or interest is substantially similar to the other claims or interests in such class. The Debtors believe that the classification of Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code. However, there can be no assurance that a party in interest will not object or that the Bankruptcy Court will approve the classifications.

To the extent that the Bankruptcy Court finds that a different classification is required for the Plan to be confirmed, the Debtors would seek (a) to modify the Plan to provide for whatever classification might be required for Confirmation and (b) to use the acceptances received from any Holder of Claims pursuant to this solicitation for the purpose of obtaining the approval of the Class or Classes of which such Holder ultimately is deemed to be a member. Any such reclassification of Claims, although subject to the notice and hearing requirements of the Bankruptcy Code, could adversely affect the Class in which such Holder was initially a member, or any other Class under the Plan, by changing the composition of such Class and the vote required for approval of the Plan. There can be no assurance that the Bankruptcy Court, after finding that a classification was inappropriate and requiring a reclassification, would approve the Plan based upon such reclassification. Except to the extent that modification of classification in the Plan requires resolicitation, the Debtors will, in accordance with the Bankruptcy Code and the Bankruptcy Rules, seek a determination by the Bankruptcy Court that acceptance of the Plan by any Holder of Claims pursuant to this solicitation will constitute a consent to the Plan's treatment of such Holder, regardless of the Class as to which such Holder is ultimately deemed to be a member.

7. Risks Related to Possible Objections to the Plan

There is a risk that certain parties could oppose and object to either the entirety of the Plan or specific provisions of the Plan. Although the Debtors believe that the Plan complies with all relevant Bankruptcy Code provisions, there can be no guarantee that a party in interest will not file an objection to the Plan or that the Bankruptcy Court will not sustain such an objection.

8. Releases, Injunctions, and Exculpation Provisions May Not Be Approved

Article IX of the Plan provides for certain releases, injunctions, and exculpations for claims and Causes of Action that may otherwise be asserted against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable. The releases, injunctions, and exculpations provided in the Plan are subject to objection by parties in interest and may not be approved. If the releases and exculpations are not approved, certain parties may not be considered Releasing Parties, Released Parties, or Exculpated Parties, and certain Released Parties or Exculpated Parties may withdraw their support for the Plan.

9. Risk of Non-Occurrence of Effective Date

Although the Debtors believe that the Effective Date will occur on the timeline envisaged by the Transaction Support Agreement, there can be no assurance as to the timing of the Effective Date. If the conditions precedent to the Effective Date set forth in the Plan have not occurred or have not been waived as set forth in Article VIII of the Plan, then the Combined Order may be vacated, in which event no distributions would be made under the Plan, the Debtors and all Holders of Claims or Interests would be restored to the status quo as of the day immediately preceding the Confirmation Date, and the Debtors' obligations with respect to Claims and Interests would remain unchanged.

10. Risks of Termination of the Transaction Support Agreement

The Transaction Support Agreement contains certain provisions that give the parties thereto the ability to terminate such agreement upon the occurrence or non-occurrence of certain events, including failure to achieve certain milestones in these Chapter 11 Cases. Termination of the Transaction Support Agreement could result in protracted Chapter 11 Cases, which could significantly and detrimentally impact the Debtors' relationships with vendors, suppliers, employees, and customers.

11. Conversion into Chapter 7 Cases

If no plan of reorganization can be confirmed, or if the Bankruptcy Court otherwise finds that it would be in the best interest of Holders of Claims and Interests, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be appointed to liquidate the Debtors' assets for distribution in accordance with the priorities established by the Bankruptcy Code.

12. Risks of Non-Dischargeability of Claims

Certain creditors may have taken or may take the position their claims are non-dischargeable. Such creditors may make such allegations at any time, notwithstanding the existence of deadlines established by the Bankruptcy Rules or applicable Bankruptcy Court order, entry of the Combined Order, or the occurrence of the Effective Date. Such assertions of non-dischargeability could result in denial of Confirmation, changes to the Plan, or, if asserted after occurrence of the Effective Date, the Reorganized Debtors being required to honor such claims.

13. Amendment of Plan Prior to Confirmation by Debtors

The Debtors, subject to the terms and conditions of the Plan and the terms of the Transaction Support Agreement, reserve the right to modify the terms and conditions of the Plan or waive any conditions thereto if and to the extent necessary or desirable for Confirmation. The potential impact of any such amendment or waiver on Holders of Claims and Interests cannot presently be foreseen but may include a change in the economic impact of the Plan on some or all of the proposed Classes or a change in the relative rights of such Classes.

14. Pending and Future Litigation

The Debtors are involved in various litigation, claims, and other proceedings, including proceedings relating to the conduct of our business and employee relations, which so long as they remain unresolved represent a legal issue and potential Claims for monetary damages. Additionally, there is a risk of future litigation. Pending litigation or future litigation could result in a material judgment against the Debtors or the Reorganized Debtors. Such litigation, and any judgment in connection therewith, could have a material negative effect on the Debtors or the Reorganized Debtors.

B. Risks Relating to the Capital Structure of the Reorganized Debtors

1. Variances from Financial Projections

The Financial Projections set forth in Exhibit C hereto reflect numerous assumptions, which involve significant levels of judgment and estimation concerning the anticipated future performance of the Reorganized Debtors, as well as assumptions with respect to the prevailing market, economic, political and competitive conditions, which are beyond the control of the Reorganized Debtors, and which may not materialize. Any significant differences in actual future results versus estimates used to prepare the Financial Projections, such as lower sales, lower pricing, increased promotional activity, increases in merchandise costs, supply chain and/or distribution network disruptions, increases in fuel prices affecting shipping costs, changes in prevailing tariff rates, failure to manage inventory at appropriate levels, asset impairments, technological changes, litigation, workforce disruptions, negative publicity or competition could result in significant differences from the Financial Projections. The Debtors believe that the assumptions underlying the Financial Projections are reasonable. However, unanticipated events and circumstances occurring subsequent to the preparation of the Financial Projections may affect the Debtors' and the Reorganized Debtors' ability to initiate the endeavors, execute on the strategic initiatives and meet the financial benchmarks contemplated by the Plan. Therefore, the actual results achieved throughout the period covered by the Financial Projections necessarily will vary from the projected results, and these variations may be material and adverse.

In addition, if the Debtors emerge from chapter 11, the amounts reported in subsequent consolidated financial statements may materially change relative to historical consolidated financial statements, including as a result of revisions to the Debtors' operating plans pursuant to a plan of reorganization. The Debtors also may be required to adopt "fresh start" accounting in accordance with Accounting Standards Codification 852 ("Reorganizations"), in which case their assets and liabilities will be recorded at fair value as of the fresh start reporting date, which may differ materially from the recorded values of assets and liabilities on the Debtors' consolidated balance sheets. The Debtors' financial results after the application of fresh start accounting also may be different from historical trends. The Financial Projections contained in Exhibit C hereto do not currently reflect the impact of fresh start accounting, which may have a material impact on the Financial Projections.

2. Leverage

Although the Reorganized Debtors will have less indebtedness than the Debtors, the Reorganized Debtors will still have a significant amount of secured indebtedness. On the Effective Date, after giving effect to the transactions contemplated by the Plan, the Reorganized Debtors will have approximately \$198 million in secured funded indebtedness.

The degree to which the Reorganized Debtors will be leveraged could have important consequences, placing the Reorganized Debtors at a competitive disadvantage to other, less leveraged competitors, because, among other things: it could affect the Reorganized Debtors' ability to satisfy their obligations under their indebtedness following the Effective Date; a portion of the Reorganized Debtors' cash flow from operations will be used for debt service under the Plan and therefore will be unavailable to support operations or for working capital, capital expenditures, expansion, acquisitions or general corporate or other purposes; the Reorganized Debtors' ability to refinance their then-existing debt, obtain additional debt financing or equity financing, or pursue mergers, acquisitions and asset sales, on terms acceptable to them or at all, may be limited and their costs of borrowing may be increased; as a result of their significant indebtedness, the Reorganized Debtors may be more vulnerable to economic downturns and their ability to withstand competitive pressures may be limited; and the Reorganized Debtors' operational flexibility in planning for, or reacting to, changes, opportunities and challenges in their businesses, including changes in

the market sector in which they compete, changes in their business and strategic opportunities, and adverse developments in their operations, may be severely limited.

3. Ability to Service Debt

Although the Reorganized Debtors will have less indebtedness than the Debtors, the Reorganized Debtors will still have significant interest expense and principal repayment obligations. The Reorganized Debtors' ability to make payments on and to refinance their debt will depend on their future financial and operating performance and their ability to generate cash in the future. This, to a certain extent, is subject to general economic, business, financial, competitive, legislative, regulatory and other factors that are beyond the control of the Reorganized Debtors.

Although the Debtors believe the Plan is feasible, there can be no assurance that the Reorganized Debtors will be able to generate sufficient cash flow from operations or that sufficient future borrowings will be available to pay off the Reorganized Debtors' debt obligations. The Reorganized Debtors may need to refinance all or a portion of their debt on or before maturity; however, there can be no assurance that the Reorganized Debtors will be able to refinance any of their debt on commercially reasonable terms or at all.

If the Reorganized Debtors' cash flows and capital resources are insufficient to fund their debt service obligations and other cash requirements, the Reorganized Debtors could face substantial liquidity problems and could be forced to reduce or delay investments and capital expenditures or to sell assets or operations, seek additional capital or restructure or refinance their indebtedness and settlement obligations. The Reorganized Debtors may not be able to effect any such alternative measures, if necessary, on commercially reasonable terms or at all and, even if successful, such alternative actions may not allow the Reorganized Debtors to meet their scheduled debt service obligations and settlement obligations. The agreements governing the Reorganized Debtors' indebtedness at emergence are expected to (a) have terms and conditions that restrict their ability to dispose of assets and the use of proceeds from any such dispositions and (b) restrict their ability to raise debt capital.

The Reorganized Debtors' inability to generate sufficient cash flows to satisfy their debt obligations, or to refinance their indebtedness on commercially reasonable terms or at all, would materially and adversely affect their financial position and results of operations.

If the Reorganized Debtors cannot make scheduled payments on their debt, an event of default may result. An event of default may allow the creditors to accelerate the related debt as well as any other debt to which a cross-acceleration or cross-default provision applies. If the Reorganized Debtors are unable to repay amounts outstanding under their financing agreements when due, the lenders thereunder could, subject to the terms of the financing agreements, seek to foreclose on the collateral that is pledged to secure the indebtedness outstanding under such facility.

4. Obligations Under Exit Facilities Documents

The Reorganized Debtors' obligations under the Exit Facilities Documents are expected to be secured by liens on substantially all of the assets of the Reorganized Debtors (subject to certain exclusions set forth therein). If the Reorganized Debtors become insolvent or are liquidated, or if there is a default under certain financing agreements, including, but not limited to, the Exit Facilities Documents, and payment on any obligation thereunder is accelerated, the lenders under and holders of the Exit Facilities would be entitled, subject to the applicable intercreditor agreements and other applicable credit documents, to exercise the remedies available to a secured lender under applicable law, including foreclosure on the collateral that is pledged to secure the indebtedness thereunder, and they would have a claim on the assets securing the

obligations under the applicable facility that would be superior to any claim of the holders of unsecured debt.

5. Restrictive Covenants

The financing agreements governing the Reorganized Debtors' indebtedness are expected to contain various covenants that may limit the discretion of the Reorganized Debtors' management by restricting the Reorganized Debtors' ability to, among other things, incur additional indebtedness, incur liens, pay dividends or make certain restricted payments, make investments, consummate certain asset sales, enter into certain transactions with affiliates, merge, consolidate and sell or dispose of all or substantially all of their assets. As a result of these covenants, the Reorganized Debtors will be limited in the manner in which they conduct their business and may be unable to engage in favorable business activities or finance future operations or capital needs.

Any failure to comply with the restrictions of the financing agreements may result in an event of default. An event of default may allow the creditors to accelerate the related debt as well as any other debt to which a cross-acceleration or cross-default provision applies. If the Reorganized Debtors are unable to repay amounts outstanding under their financing agreements when due, the lenders thereunder could, subject to the terms of the financing agreements, seek to foreclose on the collateral that is pledged to secure the indebtedness outstanding under such facility.

As a result of these restrictions, the Reorganized Debtors may be limited in how they conduct their business, unable to raise additional debt or equity financing to operate during general economic or business downturns, unable to respond to changing circumstances or to pursue business strategies and unable to compete effectively, execute their growth strategy or take advantage of new business opportunities.

6. Additional Financing

The Reorganized Debtors may be able to incur substantial additional indebtedness in the future. Although agreements governing the Reorganized Debtors' indebtedness are expected to restrict the incurrence of additional indebtedness, these restrictions are and will be subject to a number of qualifications and exceptions and the additional indebtedness incurred in compliance with these restrictions could be substantial. If new debt is added to the Reorganized Debtors' current debt levels, the related risks that the Debtors now face could intensify.

Moreover, the Reorganized Debtors may need to seek additional financing for general corporate purposes. For example, they may need funds to make acquisitions or for capital expenditures needed to remain competitive in their market sector. The Reorganized Debtors may be unable to obtain any desired additional financing on terms that are favorable or acceptable to them, including as a result of their debt levels or if there is a decline in the demand for their products or in the solvency of their customers, vendors or suppliers or other significantly unfavorable changes in economic conditions occur. Depending on market conditions, adequate funds may not be available to the Reorganized Debtors on acceptable terms or at all, and they may be unable to fund expansion, successfully develop or enhance products, or respond to competitive pressures, any of which could have a material adverse effect on the Reorganized Debtors' competitive position, business, financial condition, results of operations, and cash flows.

7. Potential Dilution

The ownership percentage represented by the New Equity Interests distributed under the Plan as of the Effective Date will be subject to dilution from the equity issued in connection with the Management Incentive Plan. In the future, similar to all companies, additional equity financings or other equity issuances

by Reorganized Debtors could adversely affect the value of the New Equity Interests. The amount and dilutive effect of any of the foregoing could be material.

8. Interests Subordinated to the Reorganized Debtors' Indebtedness

In any subsequent liquidation, dissolution, or winding up of Reorganized Debtors, the New Equity Interests would rank below all debt claims against Reorganized Debtors. As a result, holders of the New Equity Interests will not be entitled to receive any payment or other distribution of assets upon the liquidation, dissolution, or winding up of Reorganized Debtors until after all applicable holders of debt have been paid in full.

9. Estimated Valuations of the Debtors and the New Equity Interests Are Not Intended to Represent Potential Market Values

The Debtors' estimated recoveries set forth in this Disclosure Statement are not intended to represent the market value of the Debtors' securities. The estimated recoveries are based on numerous assumptions (the realization of many of which will be beyond the control of the Debtors), including, among others: (a) the successful reorganization of the Debtors; (b) an assumed date for the occurrence of the Effective Date; (c) the Debtors' ability to achieve the operating and financial results included in the Financial Projections; (d) the Debtors' ability to maintain adequate liquidity to fund operations; (e) the assumption that capital and equity markets remain consistent with current conditions; and (f) the Debtors' ability to maintain critical existing customer relationships.

10. Dividends

The Reorganized Debtors may not pay any dividends on the New Equity Interests. In such circumstances, the success of an investment in the New Equity Interests will depend entirely upon any future appreciation in the value of the New Equity Interests. There is, however, no guarantee that the New Equity Interests will appreciate in value or even maintain its initial value.

11. Restrictions on Ability to Resell New Equity Interests

Holders of securities issued pursuant to the exemption from registration under section 1145 of the Bankruptcy Code who are deemed to be "underwriters" under section 1145(b) of the Bankruptcy Code ("**Section 1145 Underwriters**") will be subject to resale restrictions. Even if a trading market develops for the New Equity Interests, Section 1145 Underwriters should be aware that they may be required to bear the financial risk of an investment in the New Equity Interests for an indefinite period of time. For further discussion, see Section X ("Securities Law Matters") of this Disclosure Statement.

12. The New Equity Interests of Reorganized Parent Will Not Be Listed on a Securities Exchange and the Debtors Do Not Expect It to Be Quoted on the OTC Market at the Effective Date.

The Reorganized Parent will not seek to have the New Equity Interests listed on a national securities exchange following the Effective Date. The Debtors also expect that the New Equity Interests will not be quoted on the OTC market at the Effective Date. There also will be transfer restrictions applicable to the New Equity Interests under the New Stockholders Agreement for holders that are a party thereto. The New Equity Interests are expected to be issued through a transfer agent and are not expected to be eligible for settlement through DTC, and, as a result, the New Equity Interests would not be able to be held in street name and would only be held in certificated or registered form, and trading in the New Equity Interests may require additional administrative steps. As a result, the Debtors expect that there will not be an active

trading market for the Reorganized Parent's New Equity Interests and there may be limited liquidity for them, which could have a negative impact on their market price. Holders of the New Equity Interests may have difficulty selling or transferring any New Equity Interests that may be owned at the Effective Date or may be purchased later. In addition, the number of investors willing to hold or acquire the New Equity Interests may be reduced, to the extent there is a market for the New Equity Interests, the trading price of the New Equity Interests may be depressed, Reorganized Parent may receive decreased news and analyst coverage, and Reorganized Parent may be limited in its ability to issue additional securities or obtain additional equity financing in the future on terms acceptable to it, or at all.

Even if an active trading market develops for the New Equity Interests, the market price for shares of the New Equity Interests may be highly volatile and could be subject to wide fluctuations. In addition, the trading volume of the New Equity Interests may fluctuate and cause significant price variations to occur. Volatility in the market price or trading volume of the New Equity Interests may prevent investors from being able to sell it at or above the price they paid to acquire shares of the New Equity Interests, or at all.

13. The Terms of the New Stockholders Agreement May Include Provisions That Are Unfavorable to Minority Shareholders.

The New Stockholders Agreement will be included in the Plan Supplement. Although the general terms of the New Stockholders Agreement are described herein, the form of New Stockholders Agreement has not been negotiated, and may include provisions that are unfavorable to minority shareholders.

14. A Majority of the Holders of the Prepetition Term Loan Claims Prefer That Reorganized Parent Not Be Subject to Exchange Act Reporting Obligations. If Reorganized Parent Ceases to be Subject to Exchange Act Reporting Obligations, Holders of Reorganized Parent's Securities Would Be Subject to the Risks of an Investment in a Private Company (Within the Meaning of U.S. Practice) Rather Than a U.S. Public Reporting Company.

There is currently no public market for the New Equity Interests and there can be no assurance as to the development or liquidity of any market for such securities. The Reorganized Parent does not plan to list the New Equity Interests on any securities exchange. Therefore, there can be no assurance that the securities will be tradable or liquid at any time after the Effective Date. If a trading market does not develop or is not maintained, holders of the securities may experience difficulty in reselling such securities or may be unable to sell them at all. Even if such a market were to exist, such securities could trade at prices higher or lower than the estimated value set forth in this Disclosure Statement depending upon many factors, including prevailing interest rates, markets for similar securities, industry conditions, and the performance of, and investor expectations for, the Reorganized Debtors. Accordingly, holders of the securities may bear certain risks associated with holding securities for an indefinite period of time.

The Debtors currently expect that, as of the Effective Date, Reorganized Parent initially will remain subject to Exchange Act reporting obligations. However, Holders of a majority of the Prepetition Term Loan Claims have informed the Company that they desire for Reorganized Parent to not be subject to ongoing reporting obligations under the Exchange Act. To suspend reporting obligations under the Exchange Act, among other requirements, Reorganized Parent would need to deregister its Common Stock under Section 12(g) and Section 15(d) of the Exchange Act, following a determination in accordance with SEC rules that such equity is held by less than 300 stockholders of record. Any decision of whether to deregister the Common Stock under the Exchange Act and suspend filing Exchange Act reports, and the manner and timing of doing so, would be made by the Reorganized Board, and would be subject to their fiduciary duties and applicable law, including U.S. securities laws. There can be no assurance as to whether or when the Reorganized Board may make such a decision or how it would be implemented. If the Reorganized Parent

suspends filing reports under the Exchange Act, public information regarding the Reorganized Parent may not be readily available. Accordingly, the liquidity, market for and trading value of the New Equity Interests and other securities of Reorganized Parent may be negatively impacted.

In the event the Common Stock is deregistered and Reorganized Parent suspends filing reports under the Exchange Act, holders of Reorganized Parent's securities would be subject to the risks of an investment in a private company (within the meaning of U.S. practice) rather than a U.S. public reporting company. Upon any deregistration of the Common Stock, Reorganized Parent's duty to file periodic reports with the SEC would be suspended, which would result in a substantial decrease in required public disclosure by Reorganized Parent about its operations and prospects for so long as Reorganized Parent is not filing such reports. Reorganized Parent would also be relieved of the obligation to comply with the requirements of the proxy rules under Section 14 of the Exchange Act. The suspension of Reorganized Parent's reporting obligations under the Exchange Act would likely further reduce any limited trading market and liquidity for the New Equity Interests and may negatively impact the value of, and ability to sell, such shares. In addition, shareholders may not be able to rely on Rule 144 under the Securities Act to sell their shares of New Equity Interests in the absence of current public information about the Reorganized Parent, which would limit the trading in the New Equity Interests. Shareholders also could be adversely affected by a reduction in Reorganized Parent's "public float" (*i.e.*, the number of shares owned by outside shareholders and available for trading in the securities markets). In addition, Reorganized Parent might also have substantially less access to capital markets and be severely limited in its ability to use equity to effect acquisitions as a non-reporting company.

C. Risks Relating to the Debtors' Business Operations and Financial Conditions

THE FOLLOWING PROVIDES A SUMMARY OF CERTAIN OF THE RISKS ASSOCIATED WITH THE DEBTORS' BUSINESSES. HOWEVER, THIS SECTION IS NOT INTENDED TO BE EXHAUSTIVE. ADDITIONAL RISK FACTORS CONCERNING THE DEBTORS' BUSINESSES ARE CONTAINED IN THE DEBTORS' PREVIOUSLY-FILED ANNUAL REPORT ON FORM 10-K FOR THE FISCAL YEAR ENDED MARCH 30, 2024 AND SUBSEQUENT QUARTERLY REPORTS ON FORM 10-Q.

1. The Debtors' Chapter 11 Cases May Negatively Impact Future Operations.

While the Debtors believe that they will be able to emerge from chapter 11 relatively expeditiously, there can be no assurance as to timing for approval of the Plan or the Debtors' emergence from chapter 11. Additionally, notwithstanding the support of the signatories to the Transaction Support Agreement, certain such parties may have limited experience in dealing with chapter 11 debtors, which could affect the Debtors' relationships with such parties, and, in particular, the Chapter 11 Cases may adversely affect the Debtors' ability to maintain relationships with existing customers and suppliers and attract new customers.

2. Macroeconomic Conditions Could Affect Supply and Demand.

The Debtors' business operations have historically been, and the Reorganized Debtors' business operations may in the future be, materially affected by adverse conditions in the financial markets and depressed economic conditions generally, both in the United States and elsewhere around the world.

Moreover, the Debtors' suppliers rely on access to credit to adequately fund their own operations, and the Debtors' customers' buying habits vary according to the market conditions and access to discretionary income. Disruptions in financial markets and economic slowdown may adversely impact both (a) the ability of the Reorganized Debtors' suppliers to finance their operations, which could increase the Reorganized Debtors' merchandise costs and reduce their ability to accurately forecast future demand

trends, and (b) the ability of the Reorganized Debtors' customers' to purchase goods from the Reorganized Debtors, which could decrease market elasticity. Particularly in combination, these conditions could result in decreased relative and absolute margins for the Reorganized Debtors.

3. Supply Chain Issues Could Adversely Affect Operations.

Foreign Imports and Trade Regulations. Political or financial instability, trade restrictions, tariffs, currency exchange rates, labor conditions, congestion and labor issues at major ports, transport capacity and costs, systems issues, problems in third party distribution and warehousing and other interruptions of the supply chain, compliance with U.S. and foreign laws and regulations, and other factors relating to international trade and imported merchandise beyond the Company's control could affect the availability and the price of inventory. Given that the Company sources the majority of its merchandise from outside the United States, these risks and other factors relating to foreign trade could subject the Company to liability or hinder its ability to access suitable merchandise on acceptable terms, which could adversely impact results of operations. Similarly, rising costs, changes in applicable federal, state, or local regulations and laws, and other disruptions to the domestic labor and/or shipping industries (either specific to the Company or at an industry-wide level) could adversely affect the Company's ability to source merchandise from domestic vendors and transport and ship merchandise and orders around the United States. In addition, developments in tax policy, such as the disallowance of tax deductions for imported merchandise, or the imposition of tariffs on imported merchandise, could have a material adverse effect on the Company's results of operations and liquidity.

Dependence on Third-Party Transportation Providers. The Debtors rely on independent third-party transportation providers for product shipments, including shipments to and from stores. This reliance subjects the Debtors to risks such as increased shipping costs, employee strikes, inclement weather, and health epidemics or pandemics, which may affect the ability of shipping companies to meet delivery needs. Any change in shipping companies could result in logistical difficulties, adversely affecting deliveries and incurring additional costs.

Risks Associated with Foreign Manufacturing. The Debtors' dependence on foreign imports makes them vulnerable to risks associated with products manufactured abroad, including damage, destruction, or confiscation of products in transit, additional import duties, and geopolitical unrest. Compliance lapses by manufacturers could lead to investigations and potential penalties, negatively affecting the Debtors' business and operating results.

Vulnerability to Natural Disasters and Unexpected Events. The Debtors' facilities and systems, as well as those of vendors, are vulnerable to natural disasters and other unexpected events. Such events could result in damage, interruptions in business, and potential loss of customers and revenues. Material disruptions at manufacturing facilities could negatively impact production, customer deliveries, and financial results.

Product Recalls and Liability. The Debtors are subject to regulations by various authorities, including the Consumer Product Safety Commission. Non-compliance with product safety requirements or consumer protection laws by vendors could damage the Debtors' reputation and lead to increased litigation. Product recalls could result in substantial costs and a decrease in merchandise offerings, adversely affecting sales.

Distribution Risks. The Debtors' business depends on the successful operation of manufacturing facilities and distribution centers to fulfill orders and deliver merchandise. Any significant interruption in operations due to unforeseen causes could delay or impair the ability to distribute merchandise, resulting in lower sales, loss of brand loyalty, and excess inventory, materially affecting the Debtors' business, financial condition, and results of operations.

4. Difficulties with Vendors May Negatively Impact Future Operations.

Vendor Relationships and Merchandise Acquisition. The Debtors' ability to obtain merchandise on a timely basis at competitive prices could suffer due to any deterioration or change in vendor relationships or events adversely affecting vendors or their ability to secure financing. The Debtors generally transact business on an order-by-order basis without contractual assurances of continued supply, pricing, or access to new products. Any vendor could discontinue supplying desired products in sufficient quantities for various reasons. If the Debtors are unable to acquire suitable merchandise in sufficient quantities, at acceptable prices, and with adequate delivery times due to the loss or deterioration of key vendor relationships, it may adversely affect their business and results of operations.

Impact of External Factors on Vendor Relationships. The benefits the Debtors currently experience from vendor relationships could be adversely affected if vendors discontinue selling merchandise, enter into exclusivity arrangements with competitors, or sell similar merchandise to competitors at similar or better pricing. Additionally, changes in payment terms, such as requiring payment on delivery or upfront, could impact the Debtors' liquidity. The Debtors have historically established relationships with small- to mid-size vendors, which may be more vulnerable to adverse market and economic events, potentially impairing the ability to obtain merchandise in sufficient quantities.

The Reorganized Debtors' potential inability to acquire suitable products in the future or failure to replace any one or more vendors may have a material adverse effect on their business, results of operations, and financial condition. In addition, any significant change in the payment terms that the Reorganized Debtors have with their suppliers could adversely affect their liquidity.

5. Landlord Relationships and Future Lease Negotiations May Adversely Affect the Debtors' Business.

All of the Debtors' brick-and-mortar stores are located in leased premises. Accordingly, the Debtors' business may be adversely affected in the event that the Debtors' relationships with landlords deteriorates as a result of the Chapter 11 Cases or as a result of universal rising rents. If future lease negotiations lead to terms that are unduly costly or otherwise change significantly in a manner that increases the Reorganized Debtors' responsibilities under their leases, the Reorganized Debtors' liquidity may be adversely affected and the Reorganized Debtors' ability to maintain all of their stores may be limited.

6. The Loss of One or More of Reorganized Debtors' Key Personnel Could Disrupt Operations and Adversely Affect Financial Results.

The Debtors are, and the Reorganized Debtors will be, highly dependent upon the availability and performance of their executive officers and other core employees. Accordingly, the loss of services of any of the Debtors' executive officers or other core employees could materially and adversely affect the Reorganized Debtors' business, financial condition and operating results.

7. Regulatory and Other Consumer Data Protection Measures Could Adversely Affect the Debtors' Business.

Efficient and uninterrupted operation of the Debtors' order-taking and fulfillment operations are critical to the successful operation of their online business and marketing programs, as well as the Debtors' ability to provide a positive shopping experience at their brick-and-mortar stores. In furtherance of these operations and to improve the shopping experience, the Debtors collect, maintain, and use data provided to through online activities and customer interactions. The Debtors' ability to store and use this data is subject to certain contractual restrictions in third-party contracts as well as evolving international, federal, and state

privacy, data protection, and data security laws and enforcement trends. The Debtors are also subject to the Payment Card Industry Data Security Standards (“*PCI-DSS*”), as mandated by credit card brands used by their customers. Failure to meet the PCI-DSS requirements could result in the Debtors’ inability to accept credit cards as a method of payment, which may adversely affect the Debtors’ reputation and/or brand value and ability to sell products to consumers. While Debtors strive to be in constant compliance with applicable law, they are not able to predict all changes in these laws and enforcement practices. Maintaining such compliance could at any time become costly or time consuming for their management, which in turn could adversely affect business performance. Further, any inadvertent failure to comply with applicable law could result in proceedings by governmental entities or others, subsequent fines or defense costs, and reputational harm, all which may negatively impact the Debtors’ business operations.

8. Cybersecurity Attacks and Disruptions to Information Systems Could Adversely Affect the Debtors’ Business.

In the ordinary course of business, the Debtors have relied, and the Reorganized Debtors will continue to rely, upon information systems, some of which are managed by third parties, to process, transmit and store digital information, and to manage or support a variety of business processes and activities, including supply chain, manufacturing, distribution, invoicing, and collection of payments from customers. The secure operation of such systems and the processing and maintenance of this information is critical to business operations and strategy. Despite actions to mitigate or eliminate risk, the Reorganized Debtors’ information systems may be vulnerable to damage, disruptions or shutdowns due to the activity of hackers, employee error or malfeasance, or other disruptions, including power outages, telecommunication or utility failures, natural disasters, or other catastrophic events. The occurrence of any of these events could compromise the Reorganized Debtors’ information systems, and the information stored there (including customer information) could be accessed, publicly disclosed, lost, or stolen. Any such access, disclosure or other loss of information could result in legal claims or proceedings, liability or regulatory penalties under laws protecting the privacy of personal information, disruption of operations, and damage to the Reorganized Debtors’ reputation, all of which could adversely affect their business, financial condition and results of operations.

9. The Debtors’ Businesses May Face Risks Related to Indemnifications Under Certain Executory Contracts.

The Plan provides for the assumption of Indemnification Provisions, with which the Reorganized Debtors may be required to comply after the Effective Date, at cost to the Debtors’ business.

10. Certain Tax Consequences of Restructuring

The potential U.S. federal income tax consequences of the Restructuring to the Debtors and Holders of Claims and Interests (including the ownership and disposition of consideration to be received pursuant to the Restructuring) are complex and, in certain instances, subject to uncertainty. Such Holders should carefully review the materials in “Certain U.S. Income Tax Consequences of the Plan” and independently consult with their tax advisors regarding the Restructuring.

D. Additional Factors

1. The Debtors Could Withdraw the Plan.

Subject to, and without prejudice to, the rights of any party in interest, the Plan may be revoked or withdrawn by the Debtors before the Confirmation Date.

2. The Debtors Have No Duty to Update.

The statements contained in this Disclosure Statement are made by the Debtors as of the date hereof, unless otherwise specified herein, and the delivery of this Disclosure Statement after that date does not imply that there has been no change in the information set forth herein since that date. Additionally, the Debtors have no duty to update this Disclosure Statement unless otherwise ordered to do so by the Bankruptcy Court.

3. No Representations Outside This Disclosure Statement Are Authorized.

No representations concerning or related to the Debtors, the Chapter 11 Cases, or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in this Disclosure Statement. Any representations or inducements made to secure your acceptance or rejection of the Plan that are other than those contained in, or included with, this Disclosure Statement should not be relied upon in making the decision to accept or reject the Plan.

4. No Legal or Tax Advice Is Provided by This Disclosure Statement.

The contents of this Disclosure Statement should not be construed as legal, business, or tax advice. Each holder of a Claim or Interest should consult its own legal counsel and accountant as to legal, tax, and other matters concerning its Claim or Interest.

This Disclosure Statement is not legal advice to you. This Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to confirmation of the Plan.

5. No Admission Made

Nothing contained herein or in the Plan will constitute an admission of, or will be deemed evidence of, the tax or other legal effects of the Plan on the Debtors or holders of Claims or Interests.

X.

SECURITIES LAW MATTERS

The Debtors believe that any offers of New Equity Interests that may be deemed to be made before the Petition Date, including in connection with the solicitation of votes on the Plan, will be exempt from the registration requirements of the Securities Act pursuant to Section 4(a)(2), Regulation D, and/or Regulation S promulgated thereunder. Section 4(a)(2) of the Securities Act provides that the issuance of securities by an issuer in transactions not involving a public offering are exempt from registration under Section 5 of the Securities Act. Regulation D and Regulation S are non-exclusive safe harbors from registration promulgated by the SEC under the Securities Act.

A. Issuance of 1145 Securities

The Plan provides for the offer, issuance, sale or distribution of shares of New Equity Interests to the Holders of Allowed DIP Claims and Prepetition Term Loan Claims. The Debtors believe that the offer, issuance, sale or distribution by Reorganized Parent of New Equity Interests, as distributions, among others, on the Allowed DIP Claims and Prepetition Term Loan Claims (the “*1145 Securities*”) will be exempt from registration under section 5 of the Securities Act and under any state or local laws requiring registration for offer or sale of a security pursuant to section 1145(a) of the Bankruptcy Code, except with respect to an entity that is an underwriter as defined in section 1145(b) of the Bankruptcy Code (see below).

Section 1145(a)(1) of the Bankruptcy Code exempts the offer and sale of securities under a plan of reorganization from registration under section 5 of the Securities Act and state or local securities laws if three principal requirements are satisfied: (a) the securities must be offered and sold under a plan of reorganization and must be securities issued by the debtor, an affiliate participating in a joint plan with the debtor, or a successor to the debtor under the plan; (b) the securities must be in exchange for a claim against, an interest in, or a claim for an administrative expense in the case concerning, the debtor or such affiliate; and (c) the securities must be issued entirely in exchange for such a claim or interest, or “principally” in exchange for such claim or interest and “partly” for cash or property.

The issuance of the New Equity Interests under the Plan on account of Allowed DIP Claims and Prepetition Term Loan Claims satisfies the requirements of section 1145(a)(1) of the Bankruptcy Code.

The exemptions of section 1145(a)(1) do not apply to an entity that is deemed an “underwriter” as such term is defined in section 1145(b) of the Bankruptcy Code.

Section 1145(b)(1) of the Bankruptcy Code defines an “underwriter” as one who, except with respect to “ordinary trading transactions” of an entity that is not an “issuer”: (a) purchases a claim against, an interest in, or a claim for an administrative expense against the debtor with a view to distributing any security received in exchange for such claim or interest (“accumulators”); (b) offers to sell securities offered or sold under a plan for the holders of such securities (“distributors”); (c) offers to buy securities offered or sold under a plan from the holders of such securities, if the offer to buy is (i) with a view to distributing such securities and (ii) under an agreement made in connection with the plan, the consummation of the plan, or with the offer or sale of securities under the plan; and (d) is an “issuer” (as defined in section 2(a)(11) of the Securities Act) with respect to the securities.

The definition of an “issuer” for purposes of whether a person is an underwriter under section 1145(b)(1)(D) of the Bankruptcy Code includes Persons directly or indirectly controlling, controlled by or under direct or indirect common control with the issuer. “Control,” as defined in Rule 405 of the Securities Act, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise. Such Persons are referred to as “affiliates” of the issuer. Accordingly, an officer or director of a reorganized debtor or its successor under a plan of reorganization may be deemed to be an issuer for these purposes and therefore an underwriter. In addition, the legislative history of section 1145 of the Bankruptcy Code suggests that a creditor who receives ten percent or more of a class of securities of a reorganized debtor may be presumed to be in a relationship of “control” with the reorganized debtor and, therefore, an underwriter, although the staff of the SEC has not taken a position on this view.

B. Subsequent Transfers of 1145 Securities

Section 1145(c) of the Bankruptcy Code provides that securities issued pursuant to section 1145(a) are deemed to have been issued in a public offering. In general, therefore, resales of and subsequent transactions in the 1145 Securities will be exempt from registration under the Securities Act pursuant to section 4(a)(1) of the Securities Act, unless the holder thereof is deemed to be an “issuer,” an “underwriter,” or a “dealer” with respect to such securities. A “dealer,” as defined in section 2(a)(12) of the Securities Act, is any person who engages either for all or part of his or her time, directly or indirectly, as agent, broker or principal, in the business of offering, buying, selling or otherwise dealing or trading in securities issued by another person.

Notwithstanding the provisions of section 1145(b) regarding accumulators and distributors referred to above, the staff of the SEC has taken the position that resales of securities distributed under a plan of reorganization by accumulators and distributors of securities who are not affiliates of the issuer of such

securities are exempt from registration under the Securities Act if effected in “ordinary trading transactions.” The staff of the SEC has indicated in this context that a transaction by such non-affiliates may be considered an “ordinary trading transaction” if it is made on a national securities exchange or in the over-the-counter market and does not involve any of the following factors:

- (a) (i) concerted action by the recipients of securities issued under a plan in connection with the sale of such securities or (ii) concerted action by distributors on behalf of one or more such recipients in connection with such sales;
- (b) the use of informational documents concerning the offering of the securities prepared or used to assist in the resale of such securities, other than a Bankruptcy Court-approved disclosure statement and supplements thereto, and documents filed with the SEC pursuant to the Exchange Act; or
- (c) the payment of special compensation to brokers and dealers in connection with the sale of such securities designed as a special incentive to the resale of such securities (other than the compensation that would be paid pursuant to arm’s-length negotiations between a seller and a broker or dealer, each acting unilaterally, not greater than the compensation that would be paid for a routine similar-sized sale of similar securities of a similar issuer).

The staff of the SEC has not provided any guidance for privately arranged trades. The views of the staff of the SEC on these matters have not been sought by the Debtors and, therefore, no assurance can be given regarding the proper application of the “ordinary trading transaction” exemption described above. Any persons intending to rely on such exemption is urged to consult their counsel as to the applicability thereof to their circumstances.

To the extent that Persons who receive 1145 Securities pursuant to the Plan are deemed to be underwriters (and who do not qualify for the treatment of “ordinary trading transactions” described above), resales by such Persons of 1145 Securities would not be exempted from registration under the Securities Act or other applicable laws by reason of section 1145 of the Bankruptcy Code and section 4(a)(1) of the Securities Act. However, Persons deemed to be underwriters may be permitted to resell such 1145 Securities without registration pursuant to the limited safe harbor resale provisions of Rule 144 promulgated under the Securities Act or another available exemption under the Securities Act.

Generally, Rule 144 of the Securities Act permits the public sale of securities if certain conditions are met, including a required holding period, certain current public information regarding the issuer being available, and compliance with applicable volume, manner of sale and notice requirements. If the issuer is not subject to the reporting requirements of section 13 or 15(d) of the Exchange Act, adequate current public information as specified under Rule 144 is available if certain company information is made publicly available, as specified in section (c)(2) of Rule 144. As promptly as reasonably practicable following the Effective Date, Reorganized Parent expects to terminate the registration of all Securities under sections 13 and 15(d) of the Exchange Act and continue as a private company, and therefore there can be no assurance that current public information as specified in Rule 144 will be available. The staff of the SEC has taken the position that Persons who are deemed to be underwriters solely because they are affiliates of a reorganized debtor are not subject to the holding period requirements of Rule 144. Accordingly, affiliates of Reorganized Parent that receive 1145 Securities under the Plan may resell those securities following the Effective Date in reliance on Rule 144, subject to certain current public information regarding the issuer being available, and compliance with the applicable volume, manner of sale and notice requirements.

Whether or not any particular Person would be deemed to be an “underwriter” with respect to the 1145 Securities or any other security to be issued pursuant to the Plan depends upon various facts and

circumstances applicable to that Person. Accordingly, the Debtors express no view as to whether any particular Person receiving 1145 Securities or any other securities under the Plan would be considered an “underwriter” under section 1145(b) of the Bankruptcy Code with respect to such securities, or whether such Person may freely resell such securities or the circumstances under which they may resell such securities.

The Reorganized Debtors do not intend to cause the New Equity Interests to be eligible for book-entry treatment under the facilities of the Depository Trust Company (“*DTC*”). Notwithstanding anything to the contrary in the Plan, no Entity (including, for the avoidance of doubt, *DTC*) will be entitled to require a legal opinion regarding the validity of any transaction contemplated by the Plan under applicable securities laws, including, for the avoidance of doubt, whether the New Equity Interests are exempt from registration and/or eligible for *DTC* book-entry delivery, settlement, and depository services.

XI.

CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

The following discussion is a summary of certain material U.S. federal income tax consequences of the implementation of the Plan to the Debtors and to certain holders of Claims. The following summary does not address the U.S. federal income tax consequences to holders of Claims who are unimpaired, deemed to accept or reject the Plan, or otherwise entitled to payment in full in Cash under the Plan. In addition, except in limited circumstances with respect to the Participation Right (as defined below), including the DIP Equity Premium, DIP Facilities, and the First-Out Exit Term Loans and the Second-Out Exit Term Loans, this discussion does not address any consideration that is received on account of a person’s capacity other than as a holder of such Claims, that is not described in Article III.B of the Plan. Accordingly, this discussion does not include the tax considerations relating to the receipt of the DIP Put Option Premium and the Commitment Premium.

The discussion of U.S. federal income tax consequences below is based on the Internal Revenue Code of 1986, as amended (the “*Tax Code*”), regulations promulgated by the United States Department of the Treasury under the Tax Code (the “*Treasury Regulations*”), judicial authorities, published positions of the Internal Revenue Service (“*IRS*”), and other applicable authorities, all as in effect on the date of this Disclosure Statement, and all of which are subject to change or differing interpretations (possibly with retroactive effect). The U.S. federal income tax consequences of the contemplated transactions are complex and subject to significant uncertainties. The Debtors have not requested an opinion of counsel or a ruling from the IRS or any other taxing authority with respect to any of the tax aspects of the contemplated transactions, and the discussion below is not binding upon the IRS or any court. Accordingly, there can be no assurance that the IRS would not assert, or that a court would not sustain, a contrary position as to the U.S. federal income tax consequences described herein.

This summary does not address non-U.S., state, local, gift, or estate tax consequences of the Plan, nor does it purport to address all aspects of U.S. federal income taxation that may be relevant to a holder in light of its individual circumstances, including the impact of the Medicare contribution tax on net investment income and any alternative minimum tax, or to a holder that may be subject to special tax rules (such as persons who are related to any Debtor within the meaning of one of various provisions of the Tax Code; broker-dealers; banks; mutual funds; insurance companies; financial institutions; small business investment companies; real estate investment trusts; regulated investment companies; tax-exempt organizations; trusts; governmental authorities or agencies; dealers and traders in securities; retirement plans; individual retirement and other tax-deferred accounts; holders that are, or hold Claims through, S corporations, partnerships or other pass-through entities for U.S. federal income tax purposes; persons whose functional currency is not the U.S. dollar; dealers in foreign currency; holders who hold Claims as part of a straddle, hedge, conversion transaction or other integrated investment; holders using a mark-to-market method of

accounting; holders of Claims who are themselves in bankruptcy; and holders who are accrual method taxpayers that report income on an “applicable financial statement”). In addition, this discussion does not address U.S. federal taxes other than income taxes.

Furthermore, this discussion assumes that the various debt and other arrangements to which the Debtors are a party will be respected for U.S. federal income tax purposes in accordance with their form and that, except where otherwise indicated, the Claims are held as “capital assets” (generally, property held for investment) within the meaning of section 1221 of the Tax Code.

The Debtors currently contemplate, and the following discussion also assumes, that the receipt by a Holder of New Equity Interests will be treated for U.S. federal income tax purposes as though the Holder received Equity Interests in Parent and then immediately exchanged such Equity Interests for the New Equity Interests.

THE FOLLOWING SUMMARY OF CERTAIN MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON A HOLDER’S INDIVIDUAL CIRCUMSTANCES. EACH HOLDER OF A CLAIM IS URGED TO CONSULT ITS TAX ADVISOR FOR THE U.S. FEDERAL, STATE, LOCAL, NON-U.S., AND OTHER TAX CONSEQUENCES APPLICABLE UNDER THE PLAN.

A. Consequences to Debtors

For U.S. federal income tax purposes, Parent is the common parent of an affiliated group of corporations that files a consolidated U.S. federal income tax return (the “*TCS Group*”). Parent owns all of the stock of Debtor TCS, the borrower on the Term Loans. Debtor TCS owns, directly and indirectly, U.S. and foreign subsidiaries. As of the tax year ending March 30, 2024, the Debtors have carryforwards of federal disallowed business interest expense of approximately \$17 million (“*Suspended Interest Carryforwards*”) and certain other tax attributes and expect to generate net operating losses (“*NOLs*”) and other tax attributes in the current tax year ending March 29, 2025 (collectively, the “*Tax Attributes*”). The amount of such Tax Attributes remains subject to further analysis of the Debtors and potentially audit and adjustment by the IRS.

1. Cancellation of Debt

In general, absent an exception, a debtor will realize and recognize cancellation of debt (“*COD*”) income upon satisfaction of its outstanding indebtedness for total consideration less than the amount of such indebtedness. The amount of COD income, in general, is the excess of (a) the adjusted issue price of the indebtedness satisfied over (b) the sum of (i) the amount of cash paid, (ii) the “issue price” of any debt issued, and (iii) the fair market value of any other consideration (including equity of a debtor or a party related to such debtor) given in satisfaction, or as part of the discharge, of such indebtedness at the time of the exchange. However, COD income should not arise to the extent that payment of the indebtedness would have given rise to a deduction. The Plan provides that holders of Term Loan Claims will receive New Equity Interests in exchange for their Claims, so the amount of COD income for the TCS Group will depend, in part, on the fair market value of the New Equity Interests. In addition, as discussed below in “*Ownership and Disposition of Exit Term Loans—Issue Price*,” the issue price of the investment unit (consisting of the New Equity Interests (including those comprising the DIP Equity Premium), the First-Out Loans and the Second-Out Loans) to be issued in satisfaction of the Term Loan Claims is uncertain at this time. Accordingly, the estimated amount of COD income is uncertain at this time.

Under section 108 of the Tax Code, a taxpayer is not required to include COD in gross income (i) if the debtor is under the jurisdiction of a court in a case under chapter 11 of the Bankruptcy Code and the discharge of debt occurs pursuant to that proceeding or (ii) to the extent that the taxpayer is insolvent immediately before the discharge. As a consequence of such an exclusion, a debtor generally must reduce its tax attributes by the amount of COD income that it excluded from gross income. In general, such tax attributes are reduced in the following order: (a) NOLs; (b) general business credit carryovers; (c) minimum tax credit carryovers; (d) capital loss carryovers; (e) tax basis in assets (but not below the amount of liabilities to which the taxpayer remains subject immediately after the cancellation of indebtedness); (f) passive activity loss and credit carryovers; and (g) foreign tax credit carryovers. Alternatively, a taxpayer with excluded COD may elect first to reduce the basis of its depreciable assets (a “**Section 108(b)(5) Election**”), in which case the limitation described in (e) does not apply to the reduction in basis of depreciable property and, following such reduction, any remaining COD income that is excluded from gross income reduces any remaining tax attributes in the order specified in the prior sentence. The reduction of the taxpayer’s tax attributes occurs at the end of the tax year for which the excluded COD income is realized, but only after the taxpayer’s net income or loss for the taxable year of the debt discharge has been determined; in this way, the attribute reduction is generally effective as of the start of the taxable year following the discharge. If the amount of excluded COD income exceeds available tax attributes, the excess generally is not subject to U.S. federal income tax. Where a taxpayer joins in the filing of a consolidated U.S. federal income tax return, applicable Treasury Regulations require, in certain circumstances, that certain tax attributes of other members of the group also be reduced.

In connection with the implementation of the Plan, the Debtors expect to realize a substantial amount of excluded COD income for U.S. federal income tax purposes. The Debtors have not yet determined whether to make a Section 108(b)(5) Election and expect that, if no Section 108(b)(5) Election is made, all or substantially all of their U.S. federal NOLs would be reduced as well as a portion of their asset tax basis (including basis in the stock of certain subsidiaries) as a result of the COD attribute reduction arising in connection with the Plan.

2. Limitation on NOLs and Other Tax Attributes

Following the Effective Date, any NOLs, carryforwards of disallowed business interest expense and certain other Tax Attributes, if any, allocable to tax periods or portions thereof ending on or prior to the Effective Date (collectively, “**Pre-Change Losses**”) or built-in losses may be subject to certain limitations under sections 382 and 383 of the Tax Code. Any such limitations apply in addition to, and not in lieu of, the attribute reduction that results from the exclusion of COD income arising in connection with the Plan.

If a corporation or consolidated group undergoes an “ownership change” as defined under section 382 of the Tax Code, the amount of its “pre-change losses” that may be utilized to offset future taxable income generally is subject to an annual limitation. In general, an “ownership change” occurs if the percentage of the value of the loss corporation’s stock owned by one or more direct or indirect “5-percent shareholders” increases by more than fifty percentage points over the lowest percentage of value owned by the 5-percent shareholders at any time during the applicable testing period. The testing period generally is the shorter of (a) the three-year period preceding the testing date and (b) the period of time since the most recent ownership change of the corporation. The Debtors anticipate that the distribution of the New Equity Interests pursuant to the Plan will result in an ownership change of the Reorganized Debtors for these purposes, and that the Reorganized Debtors’ use of their Pre-Change Losses will be subject to limitation unless an exception to the general rules of sections 382 and 383 of the Tax Code applies.

a. General Annual Limitation

In general, the amount of the annual limitation to which a corporation or consolidated group that undergoes an ownership change would be subject is equal to the product of (a) the fair market value of the stock of the corporation (or parent of the consolidated group) immediately before the ownership change (with certain adjustments) and (b) the “long-term tax-exempt rate” (which is the highest of the adjusted federal long-term rates in effect for any month in the three-calendar-month period ending with the calendar month in which the ownership change occurs, *e.g.*, 3.43% for ownership changes occurring in January 2025). For a corporation or consolidated group in bankruptcy that undergoes an ownership change pursuant to a confirmed bankruptcy plan, unless the special exception described below applies, the annual limitation is generally determined by reference to the fair market value of the stock of the corporation (or the parent of the consolidated group) immediately after (rather than before) the ownership change and after giving effect to the discharge of creditors’ claims, subject to certain adjustments; in no event, however, can the stock value for this purpose exceed the pre-change gross value of the assets of the corporation. Any portion of the annual limitation that is not used in a given year may be carried forward, thereby adding to the annual limitation for the subsequent taxable year.

Under certain circumstances, the annual limitation otherwise computed may be increased if the corporation or consolidated group has an overall built-in gain in its assets at the time of the ownership change. If a loss corporation (as defined in section 382(k)(1) of the Tax Code) or consolidated group has such “net unrealized built-in gain” at the time of an ownership change (taking into account most assets and items of “built-in” income, gain, loss, and deduction), any built-in gains recognized (or, according to a currently effective IRS notice, treated as recognized) during the following sixty-month period (up to the amount of the original net unrealized built-in gain) generally will increase the annual limitation in the year of such recognition, such that the loss corporation or consolidated group would be permitted to use its pre-change losses against such built-in gain income in addition to its otherwise applicable annual limitation. Alternatively, if a loss corporation or consolidated group has a “net unrealized built-in loss” at the time of an ownership change, then any built-in losses existing at such time that are recognized (including, but not limited to, amortization or depreciation deductions attributable to such built-in losses) during the sixty-month period following the ownership change (up to the amount of the original net unrealized built-in loss) will be treated as pre-change losses, the deductibility of which will be subject to the annual limitation. In general, the net unrealized built-in gain or loss will be deemed to be zero unless it is greater than the lesser of (a) \$10 million or (b) 15% of the fair market value of the corporation’s or consolidated group’s assets (with certain adjustments) before the ownership change. The Debtors currently expect that the TCS Group will have a net unrealized built-in loss as of the Effective Date.

If the corporation or consolidated group does not continue its historic business or use a significant portion of its historic assets in a new business for at least two years after the ownership change, the annual limitation resulting from the ownership change is reduced to zero, thereby precluding any utilization of the corporation’s pre-change losses (absent any increases due to recognized built-in gains). Currently, the Debtors anticipate that all or substantially all of their NOLs generated in the current tax year will be eliminated as a result of the COD attribute reduction arising in connection with the consummation of the Plan. In addition, Section 382 of the Tax Code is expected to materially restrict the subsequent utilization of other Tax Attributes after the Effective Date, including Suspended Interest Carryforwards and recognized built-in losses.

b. Special Bankruptcy Exception

Under section 382(l)(5) of the Tax Code, an exception to the foregoing annual limitation rules generally applies when, among other requirements, so-called “qualified creditors” and shareholders of a debtor corporation in chapter 11 receive, in respect of their claims or equity interests, respectively, at least fifty

percent of the vote and value of the stock of the reorganized debtor (or a controlling corporation if also in chapter 11) pursuant to a confirmed chapter 11 plan. Instead, the debtor's Pre-Change Losses are reduced by the amount of any interest deductions with respect to debt converted into stock in the bankruptcy reorganization that were allowed in the three full taxable years preceding the taxable year in which the ownership change occurs and in the part of the taxable year prior to and including the date of the ownership change attributable to the bankruptcy reorganization (the "**Plan Ownership Change**"). However, if any pre-change Tax Attributes and built-in losses of the debtor already are subject to an annual usage limitation under Section 382 of the Tax Code at the time of an ownership change subject to Section 382(l)(5) of the Tax Code, those pre-change Tax Attributes and built-in losses generally will continue to be subject to such limitation.

A qualified creditor is any creditor who has held the debt of the debtor for at least eighteen months prior to the petition date or who has held "ordinary course indebtedness" that has been owned at all times by such creditor. A creditor who does not become a direct or indirect five percent shareholder of the reorganized debtor generally may be treated by the debtor as having always held any debt owned immediately before the ownership change, unless the creditor's participation in formulating the plan of reorganization makes evident to the debtor that the creditor has not owned the debt for the requisite period.

A debtor may elect not to apply Section 382(l)(5) of the Tax Code to an ownership change that otherwise satisfies its requirements. This election must be made on the debtor's federal income tax return for the taxable year in which the ownership change occurs. If Section 382(l)(5) of the Tax Code applies to an ownership change (and the debtor does not elect out), any subsequent ownership change of the debtor within the two-year period following the date of the Plan Ownership Change will result in the debtor being unable to use any pre-change losses in any taxable year ending after such subsequent ownership change to offset future taxable income.

If an ownership change pursuant to a bankruptcy plan does not satisfy the requirements of Section 382(l)(5) of the Tax Code, or if a debtor elects not to apply Section 382(l)(5) of the Tax Code, the debtor would be subject to the rules discussed above under "*—General Annual Limitation.*" The Debtors have not determined whether they qualify for, or whether they will elect not to apply, the exception under section 382(l)(5) of the Tax Code in connection with the Plan.

B. Consequences to Holders of Claims

Except as otherwise discussed herein, the summary below generally assumes that holders of the applicable Claims will, each as a class, vote to accept the Plan. As used herein, the term "U.S. Holder" means a beneficial owner of Term Loan Claims, Exit Term Loans, New Equity Interests, or the Participation Right that is for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation, or other entity taxable as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if a court within the United States is able to exercise primary jurisdiction over its administration and one or more United States persons have authority to control all of its substantial decisions, or if the trust has a valid election in effect under applicable

Treasury Regulations to be treated as a United States person.

A “Non-U.S. Holder” is a beneficial owner of Term Loan Claims, Exit Term Loans, New Equity Interests, or the Participation Right that is neither a U.S. Holder nor an entity classified as a partnership for U.S. federal income tax purposes.

If a partnership or other entity or arrangement classified as a partnership for U.S. federal income tax purposes holds such Term Loan Claims, Exit Term Loans, New Equity Interests, or the Participation Right, the tax treatment of a partner in such partnership generally will depend upon the status of the partner, the activities of the partnership and certain determinations made at the partner-level. Each U.S. Holder that is a partnership or a partner in a partnership holding any of such instruments should consult its tax advisor.

1. Integrated Transaction Treatment

In accordance with the Transaction Support Agreement and in connection with the implementation of the Plan, each holder of a Term Loan Claim was provided the right to provide its allocable share of funding for the First-Out DIP Term Loans, and then, among other things, receive the Second-Out DIP Term Loans and ultimately receive the Exit Term Loans and DIP Equity Premium (such right, the “*Participation Right*”). The DIP Term Loans will automatically convert, respectively, into the Exit Term Loans pursuant to the Plan. While not free from doubt, the Debtors currently intend to take the position, and the remainder of this summary assumes (unless otherwise indicated), that the automatic conversion of the First-Out DIP Term Loans to the First-Out Exit Term Loans, on the one hand, and the automatic conversion of the Second-Out DIP Term Loans to the Second-Out Exit Term Loans, on the other hand, do not result in a sale or exchange of property for U.S. federal income tax purposes. Accordingly, the First-Out DIP Term Loans and First-Out Exit Term Loans (collectively, the “*First-Out Loans*”), and the Second-Out DIP Loans and Second-Out Exit Term Loans (collectively, the “*Second-Out Loans*”), shall each be treated as a single instrument for U.S. federal income tax purposes. Any value attributable to the Second-Out Loans and New Equity Interests received upon the exercise of the Participation Right or, alternatively, the receipt of the Participation Right itself, may be considered for tax purposes as value received by such holders of Term Loan Claims as a partial recovery on such Claims under the Plan. While the Debtors have not yet determined whether any such treatment is appropriate, the remainder of this summary assumes (unless otherwise indicated) that the receipt and exercise of the Participation Right is treated for U.S. federal income tax purposes as part of an integrated transaction pursuant to which (A) investment units composed of (i) New Equity Interests (including those comprising the DIP Equity Premium), and (ii) DIP Term Loans/Exit Term Loans (as defined below) are acquired directly in exchange for (B) (i) satisfaction of holders’ Term Loan Claims and (ii) the amount of cash used to fund the First-Out DIP Term Loans that are converted into the First-Out Exit Term Loans pursuant to the Plan. Other characterizations are possible, including that the receipt and exercise of the Participation Right may be treated as the receipt and exercise of an option to acquire the New Equity Interests comprising the DIP Equity Premium. **The Debtors intend to make publicly available IRS Form 8937 that will provide the holders of Term Loan Claims with additional information with respect to the Debtors intended tax reporting as to the foregoing transactions. Each holder of Term Loan Claims is strongly urged to consult its own tax advisers regarding the treatment of the Participation Right and the related transactions.**

2. U.S. Holders of Term Loan Claims

a. Recognition of Gain or Loss

In accordance with the integrated transaction approach discussed above, a holder of Allowed Term Loan Claims will be deemed to receive (i) New Equity Interests or (ii) DIP Term Loans/Exit Term Loans and

New Equity Interests (including those comprising the DIP Equity Premium), in satisfaction of its Claims. Under applicable Treasury Regulations, the modification of the terms of a debt instrument (including pursuant to an exchange of a new debt instrument for the existing debt instrument) generally is a significant modification if, based on all of the facts and circumstances and taking into account all modifications of the debt instrument, the legal rights or obligations that are altered and the degree to which they are altered is “economically significant.” A modification that changes the timing of payments due under a debt instrument is a significant modification if it results in a material deferral of scheduled payments. However, a deferral of one or more scheduled payments is not a material deferral if it is within a safe-harbor period beginning on the original due date of the first scheduled payment that is deferred and extending for a period equal to the lesser of five years and fifty percent of the original term of the instrument. A change in the yield of a debt instrument is a significant modification if the yield of the modified instrument (as computed under the applicable Treasury Regulations) varies from the annual yield of the unmodified instrument (determined as of the date of the modification) by more than the greater of (i) 0.25% or (ii) 5% of the annual yield of the unmodified instrument.

The Debtors currently expect that the Restructuring Transaction Steps Memorandum (which will be filed with the Plan Supplement) will provide that Reorganized Parent will contribute the New Equity Interests (including those comprising the DIP Equity Premium) to Debtor TCS and, immediately thereafter, Debtor TCS will distribute the New Equity Interests pursuant to the Plan (or Debtor TCS may further contribute the New Equity Interests to a newly-formed wholly-owned limited liability company that will initially be disregarded for U.S. federal income tax purposes, and equity interests in such limited liability company would be distributed pursuant to the Plan). Based on applicable Treasury Regulations, the Debtors expect, and the remainder of this discussion assumes, that such a transaction should be viewed, for U.S. federal income tax purposes, as an exchange of (i) such Claims for (ii) the DIP Term Loans/Exit Term Loans and New Equity Interests (including those comprising the DIP Equity Premium).

Each U.S. Holder of Term Loan Claims should generally realize gain or loss in an amount equal to the difference, if any, between (i) the sum of the (A) issue price of the DIP Term Loans/Exit Term Loans and fair market values of the New Equity Interests, including those comprising the DIP Equity Premium (for those holders of Term Loan Claims that do exercise the Participation Right) or (B) fair market value of the New Equity Interests (for those holders of Term Loan Claims that do not exercise the Participation Right) and (ii) the sum of the U.S. Holder’s adjusted tax basis in the Claims and, for those Term Loan Claims holders that exercise the Participation Right, the amount of cash used to fund the First-Out Loans exchanged therefor. Whether a U.S. Holder of Allowed Term Loan Claims will recognize any such realized gain or loss will depend on whether the receipt of (A) the DIP Term Loans/Exit Term Loans and New Equity Interests, including those comprising the DIP Equity Premium, (in the case of a Holder that exercises the Participation Right) or (B) the New Equity Interests (in the case of a Holder that does not exercise the Participation Right) in exchange for such Claims constitutes a taxable exchange or a tax-deferred (or partially tax-deferred) exchange for such Holder, which will, in part, depend on whether the Claims surrendered in the exchange, and the DIP Term Loans/Exit Term Loans received therefor, constitute “securities” for U.S. federal income tax purposes.

The term “security” is not defined in the Tax Code or in the Treasury Regulations issued thereunder and has not been clearly defined by judicial decisions. The determination of whether a particular debt obligation constitutes a “security” depends on an overall evaluation of the nature of the debt, including whether the holder of such debt obligation is subject to a material level of entrepreneurial risk and whether a continuing proprietary interest is intended or not. One of the most significant factors considered in determining whether a particular debt obligation is a security is its original term. In general, debt obligations issued with a weighted average maturity at issuance of less than five (5) years do not constitute securities, whereas debt obligations with a weighted average maturity at issuance of ten (10) years or more constitute securities. Based on the foregoing, and although not free from doubt, the DIP Term Loans/Exit Term Loans are not

expected to constitute securities. Each holder of a Term Loan Claims is urged to consult its tax advisor regarding the appropriate status for U.S. federal income tax purposes of such Claims. The remainder of this discussion assumes that holders of Term Loans Claims will exchange such claims in a taxable exchange.

If the exchange of Allowed Term Loan Claims constitutes a taxable transaction to a U.S. Holder, such U.S. Holder should recognize all realized gain or loss, will have a tax basis in the DIP Term Loans/Exit Term Loans equal to the issue price (determined as described below) of such instruments for U.S. federal income tax purposes and will have a tax basis in the New Equity Interests equal to their fair market value, and the holding period in the DIP Term Loans/Exit Term Loans and New Equity Interests will commence on the day following the Effective Date.

For a discussion as to the possible recognition of accrued interest income and original issue discount (“*OID*”) in connection with an exchange of Allowed Term Loan Claims and related tax basis and holding period considerations, see “— *Distributions with Respect to Accrued but Unpaid Interest or OID*” below.

b. Treatment of the Participation Right

Because the Participation Right was made available to each holder of Term Loan Claims in accordance with the Transaction Support Agreement and in connection with the implementation of the Plan, the Debtors and the DIP Term Lenders have agreed, pursuant to the Transaction Support Agreement, to treat, for U.S. federal income tax purposes, any value attributable to the receipt of the New Equity Interests deemed received upon the exercise of the Participation Right, or the Participation Right itself, as a recovery on such Claims under the Plan.

c. Ownership and Disposition of Exit Term Loans

i. Issue Price

Where U.S. Holders receive debt instruments and also receive other property in an exchange (such as an exchange of an old debt instrument for a new debt instrument and stock), the “investment unit” rules may apply to the determination of the issue price for any such debt instrument. U.S. Holders of Term Loan Claims will be deemed to receive, in satisfaction of their Claims, either property (New Equity Interests) or debt instruments (the DIP Term Loans/Exit Term Loans) as well as other property (New Equity Interests, including those comprising the DIP Equity Premium) pursuant to the Plan. Accordingly, the investment unit rules are expected to apply to determine the issue price of the DIP Term Loans/Exit Term Loans. The issue price of such Loans will depend, in part, on the issue price of the investment unit and the respective fair market values of the elements of consideration that compose the investment unit. The issue price of an investment unit is generally determined in the same manner as the issue price of a debt instrument and depends, in part, on whether the Term Loan Claims are “publicly traded.”

For this purpose, instruments will generally be considered to be publicly traded if, at any time during the thirty-one (31)-day period ending fifteen (15) days after the relevant issue date, the applicable instruments are traded on an “established market.” Instruments are generally considered to trade on an established market if: (i) there is a price for an executed purchase or sale of the applicable instruments that is reasonably available within a reasonable period of time after the sale, (ii) there is at least one price quote for the applicable instruments from at least one reasonably identifiable broker, dealer or pricing service, which price quote is substantially the same as the price for which the person receiving the quoted price could purchase or sell the applicable instruments (a “firm quote”), or (iii) there is at least one (1) price quote for the applicable instruments, other than a firm quote, available from at least one (1) such broker, dealer, or pricing service. The Debtors expect, and the reminder of this summary assumes, that the investment units will not qualify as “publicly traded.”

If the investment unit is not treated as publicly traded, but the Term Loan Claims are treated as publicly traded, then the issue price of the investment unit will be determined based on the fair value of the Term Loan Claims and the amount of cash used to fund the First-Out Loans. While not entirely clear, if neither the investment units nor the Term Loan Claims are treated as publicly traded, the issue price of the DIP Term Loans/Exit Term Loans will generally be the principal amount of such Loans. Such issue price determined for the investment unit under the above rules is allocated among the elements of consideration comprising the investment unit (i.e., the DIP Term Loans/Exit Term Loans and New Equity Interests) based on their relative fair market values, with such allocation determining the issue price of the First-Out Loans and the Second-Out Loans. There is significant uncertainty as to the application of the investment unit rules and the determination of the issue price of the DIP Term Loans/Exit Term Loans, including, among other things, whether the First-Out Loans could be treated as issued for an amount of cash equal to their principal amount and whether Equity Interests, other than those comprising the DIP Equity Premium, issued to a holder of Term Loan Claims that exercises its Participation Right should also be accounted for in such determination.

The Debtors anticipate publicly disclosing issue price information with respect to the DIP Term Loans/Exit Term Loans on IRS Form 8937 following the Effective Date. An issuer's allocation of the issue price of an investment unit is binding on all Holders of the investment unit unless a U.S. Holder explicitly discloses a different allocation on a timely filed income tax return for the taxable year that includes the acquisition date of the investment unit.

ii. Contingent Payment Debt Instruments

With respect to the DIP Term Loans/Exit Term Loans, Debtor TCS will have the right for a period of time, the length of which will depend on whether an EBITDA-based threshold is met (with respect to the First-Out Loans) or the option (with respect to the Second-Out Loans) to pay some or all interest in-kind (the "*PIK Toggle*"). The PIK Toggle implicates the provisions of the Treasury Regulations applicable to such instruments (the "*CPDI Regulations*").

If the DIP Term Loans/Exit Term Loans have an issue price that does not equal their principal amount, such Loans could be treated as contingent payment debt instruments ("*CPDIs*") subject to the CPDI Regulations. If the DIP Term Loans/Exit Term Loans are treated as CPDIs, the application of the CPDI Regulations depends in part on whether such DIP Term Loans/Exit Term Loans are treated as received in exchange for (i) publicly traded property or (ii) non-publicly traded property (as discussed above in—"*Issue Price*"), such that for (i), the "noncontingent bond method" would apply, and for (ii), the DIP Term Loans/Exit Term Loans would be divided into two separate components, one consisting of contingent payments and the other consisting of noncontingent payments.

iii. Noncontingent Bond Method

If any DIP Term Loans/Exit Term Loan is treated as a CPDI and subject to the noncontingent bond method, a U.S. Holder must accrue an amount of ordinary interest income on the applicable DIP Term Loan/Exit Term Loan, as OID for U.S. federal income tax purposes, for each accrual period prior to and including the maturity date of the DIP Term Loan/Exit Term Loan, regardless of whether the U.S. Holder uses the cash or accrual method of tax accounting. Accordingly, U.S. Holders may be required to include interest in taxable income in each year in excess of any interest payments actually received in that year. The amount required to be accrued equals the sum of the daily portions of OID with respect to the applicable DIP Term Loans/Exit Term Loan for each day during the taxable year or portion of a taxable year on which the U.S. Holder holds the DIP Term Loan/Exit Term Loan, adjusted if necessary, as described below. In general, the daily portion of OID on an DIP Term Loan/Exit Term Loan would be (1) the product of (i) the "adjusted issue price" (as defined below) of the DIP Term Loan/Exit Term Loan as of the beginning of the accrual

period, and (ii) the comparable yield (as defined below) of the DIP Term Loans/Exit Term Loans, adjusted for the length of the accrual period, divided by (2) the number of days in the accrual period.

The “*adjusted issue price*” of an DIP Term Loan/Exit Term Loan is its issue price (as described above) increased by any interest income previously accrued in accordance with the CPDI Regulations, determined without regard to any adjustments to interest accruals described below, and decreased by the projected amount of any payments (in accordance with the projected payment schedule described below) previously made with respect to the DIP Term Loans/Exit Term Loans. The term “*comparable yield*” means the annual yield that Debtor TCS would pay, as of the issue date, on a fixed rate nonconvertible debt security with no contingent payments, but with terms and conditions otherwise comparable to those of the DIP Term Loans/Exit Term Loans. The manner in which Debtor TCS should determine the comparable yield is not entirely clear under the CPDI Regulations.

If the DIP Term Loans/Exit Term Loans are treated as CPDIs, the CPDI Regulations require that Debtor TCS provide to Holders of the DIP Term Loans/Exit Term Loans, solely for U.S. federal income tax purposes, a schedule of the projected amounts of payments (the “*projected payment schedule*”). These payments as scheduled must produce a total return on the DIP Term Loans/Exit Term Loans that is equal to the comparable yield. The projected payment schedule would include each noncontingent payment and an amount potentially for each contingent payment as determined under the CPDI Regulations. U.S. Holders generally must use the comparable yield and projected payment schedule in determining their interest accruals, and the adjustments thereto described below, in respect of the DIP Term Loans/Exit Term Loans.

If, during any taxable year, a U.S. Holder receives actual contingent payments with respect to the DIP Term Loans/Exit Term Loans that in aggregate exceed the total amount of projected contingent payments for that taxable year, then, under the CPDI Regulations, the U.S. Holder will have a “*net positive adjustment*” equal to the amount of such excess. The U.S. Holder will treat the net positive adjustment as additional interest income.

If a U.S. Holder receives in a taxable year actual contingent payment with respect to the DIP Term Loans/Exit Term Loans that in the aggregate are less than the amount of projected contingent payments for that taxable year, then, under the CPDI Regulations, the U.S. Holder will have a “*net negative adjustment*” equal to the amount of such deficit. This adjustment will (a) reduce the U.S. Holder’s interest income on the DIP Term Loans/Exit Term Loans for that taxable year, and (b) to the extent of any remaining amount after the application of clause (a), give rise to an ordinary loss to the extent of the U.S. Holder’s interest income on the DIP Term Loans/Exit Term Loans during prior taxable years, reduced to the extent that such interest income was offset by prior net negative adjustments. Any negative adjustment in excess of the amount described in clauses (a) and (b) will be carried forward, as a negative adjustment, to offset future interest income in respect of the DIP Term Loans/Exit Term Loans or to reduce the amount realized on a sale, exchange, retirement, redemption or other taxable disposition of the DIP Term Loans/Exit Term Loans.

A U.S. Holder will generally recognize gain or loss upon the sale, exchange, retirement, redemption or other taxable disposition of a DIP Term Loan/Exit Term Loan equal to the difference, if any, between the amount realized on such a taxable disposition (reduced by any negative adjustments carried forward) and the adjusted tax basis in the DIP Term Loan/Exit Term Loan. A U.S. Holder’s adjusted tax basis in a DIP Term Loan/Exit Term Loan will generally be increased by any interest previously included in gross income with respect to the DIP Term Loan/Exit Term Loan (determined without regard to any adjustment to interest accruals described above) and decreased by the amount of any noncontingent payment and the projected amount of any contingent payment previously made on the Loan to the U.S. Holder. Gain recognized upon a sale, exchange, retirement, redemption or other taxable disposition of a DIP Term Loan/Exit Term Loan generally will be treated as ordinary interest income, and any loss generally will be treated as ordinary loss

to the extent of interest on the DIP Term Loan/Exit Term Loan previously included in income (reduced by the total amount of any net negative adjustments previously taken into account as ordinary losses) and thereafter as capital loss (which will be long-term if the DIP Term Loan/Exit Term Loan has been held for more than one year). The deductibility of capital losses is subject to limitations.

Special rules will apply if there are no remaining contingent payments to be made on the DIP Term Loan/Exit Term Loans, if the amount of a contingent payment on an DIP Term Loan/Exit Term Loan becomes fixed more than six months prior to the due date of the payment, or if, at any time, all remaining contingencies with respect to payments on the DIP Term Loan/Exit Term Loans have a remote likelihood of occurring or not occurring or are incidental in amount.

iv. Division into Contingent and Noncontingent Components

If the applicable DIP Term Loan/Exit Term Loans are not treated as “publicly traded” and treated as issued in exchange for nonpublicly traded property, the CPDI Regulations may require that each DIP Term Loan/Exit Term Loan be separated into its contingent component (the “*Contingent Component*”) and its non-contingent component (the “*Noncontingent Component*”). The Noncontingent Component will be subject to the OID rules for noncontingent debt instruments described below, while payments on the Contingent Component will be accounted for when made, with a portion of each such payment treated as principal and the remainder treated as interest.

U.S. Holders of such DIP Term Loan/Exit Term Loans will initially have an adjusted basis in the Noncontingent Component equal to its issue price, and an adjusted basis in the Contingent Component equal to the fair market value of the Contingent Component. The issue price of the Noncontingent Component of a debt instrument is generally the lesser of (i) the noncontingent principal payments and (ii) the sum of the present values of the noncontingent payments contained in the Noncontingent Component due under the instrument.

The Noncontingent Component of the DIP Term Loan/Exit Term Loans should be treated as being issued with OID in an amount equal to the difference between (i) the sum of all payments under the Noncontingent Component of the DIP Term Loan/Exit Term Loans and (ii) the issue price of the Noncontingent Component of the DIP Term Loan/Exit Term Loans (as discussed above). U.S. Holders of the DIP Term Loan/Exit Term Loans must include OID in their gross income as ordinary income calculated on a constant-yield method before the receipt of cash attributable to the income regardless of their method of accounting. The amount of OID includible in income by a U.S. Holder is the sum of the daily portions of OID with respect to the Noncontingent Component of the DIP Term Loan/Exit Term Loan for each day during the taxable year or portion of the taxable year on which the U.S. Holder holds the DIP Term Loan/Exit Term Loan. The daily portion is determined by allocating to each day in any “accrual period” a pro rata portion of the OID allocable to that accrual period. The amount of OID allocable to an accrual period will generally equal the product of the Noncontingent Component of a DIP Term Loan/Exit Term Loan’s adjusted issue price at the beginning of the accrual period and the Noncontingent Component of a DIP Term Loan/Exit Term Loan’s yield to maturity. The “adjusted issue price” of the Noncontingent Component of the DIP Term Loans/Exit Term Loans at the beginning of any accrual period will generally be the issue price of the Noncontingent Component of a DIP Term Loan/Exit Term Loan increased by (x) the amount of accrued OID for each prior accrual period and decreased by (y) the amount of any payments previously made on the Noncontingent Component of a DIP Term Loan/Exit Term Loan (other than any interest paid in kind).

Under the CPDI Regulations, subject to special rules that apply in the case of interest payments that become fixed more than six months before the payment is due, a portion of the interest paid under the Contingent Component (the “*Contingent Interest*”) of a DIP Term Loan/Exit Term Loan generally will be treated as a payment of principal in an amount equal to the present value of the payment determined by discounting the

payment from the date it was made to the Effective Date at the applicable federal rate for the DIP Term Loan/Exit Term Loan that would apply to a debt instrument issued on the Effective Date and maturing on the date the contingent payment is made. The amount of the contingent payment in excess of the portion determined to be principal is treated as a payment of interest and is includible in gross income by the holder in the taxable year in which the payment is made.

A U.S. Holder will reduce its adjusted basis in the Contingent Component of a DIP Term Loan/Exit Term Loan by the amount of the Contingent Interest payment that is treated as principal. If the U.S. Holder's adjusted basis in the Contingent Component is reduced to zero, any additional principal payments on the Contingent Component are treated as gain from the sale or exchange of the DIP Term Loans/Exit Term Loans as described below. Any basis remaining on the date the final contingent payment is received increases a holder's basis in the Noncontingent Component (or, if there are no remaining payments on the Noncontingent Component, is treated as a loss from the sale or exchange of a debt instrument).

At the time the EBITDA threshold is satisfied such that the PIK Toggle is not available with respect to the Exit Term Loans, a U.S. Holder's right to contingent payment under the DIP Term Loans/Exit Term Loans should become fixed. The applicable CPDI regulations provide that once the contingent payment becomes fixed more than six months before the payment is due, the issuer and holder are treated as if the issuer had issued a separate debt instrument on the date such payment becomes fixed, which matures on the date the payment becomes due (an "*Interest Note*"). Each such Interest Note will have a principal amount equal to the amount that becomes fixed and an issue price equal to the present value of the portion of the contingent interest due on the specified interest payment date discounted at the applicable federal rate for such debt instrument. U.S. Holders would be treated as receiving an amount equal to the issue price of each Interest Note on the date such payment becomes fixed and maturing on the interest payment date. U.S. Holders will be treated as receiving an amount equal to the issue price of each Interest Note on the date such payment becomes fixed, which will be treated as interest or principal under the rules described above.

A U.S. Holder must allocate the amount realized from the sale, exchange or disposition of a DIP Term Loan/Exit Term Loan first, to the Noncontingent Component in an amount up to the adjusted issue price of the Noncontingent Component and the remaining amount received, if any, to the Contingent Component. A U.S. Holder will generally recognize gain or loss on the sale, exchange or other disposition of a Noncontingent Component equal to the difference between (i) the portion of the amount realized allocated to the Noncontingent Component and (ii) the U.S. Holder's adjusted tax basis in the Noncontingent Component, as applicable. Any such recognized gain or loss generally will be capital gain or loss. The deductibility of capital losses is subject to limitations. The amount allocated to a Contingent Component is treated as a contingent payment that is made on the date of the sale, exchange or other disposition and is characterized as interest and principal as described above.

THE CPDI REGULATIONS ARE COMPLEX, AND HOLDERS SHOULD CONSULT WITH THEIR OWN TAX ADVISORS ABOUT THE POTENTIAL TAX CONSEQUENCES IF ANY DIP TERM LOANS/EXIT TERM LOANS ARE DETERMINED TO BE CPDIs.

d. Ownership and Disposition of New Equity Interests

As noted above, it is intended that the receipt by a Holder of New Equity Interests on the Effective Date pursuant to the Plan will be treated for U.S. federal income tax purposes as though the Holder received Equity Interests in Parent, and then immediately exchanged such Equity Interests for the New Equity Interests. Assuming that treatment is respected, the exchange by a U.S. Holder of Equity Interests in Parent for the New Equity Interests will generally be treated a tax-free exchange pursuant to section 721 of the Tax Code (in a transaction described in Situation 2 of IRS Revenue Ruling 99-5, 1999-1 C.B. 434) and should result in a U.S. Holder having a tax basis in, and holding period with respect to, the New Equity

Interests equal to the U.S. Holder's basis in, and holding period with respect to, the Equity Interests in Parent exchanged therefore.

Because the New Equity Interests will be Equity Interests of Reorganized Parent, an entity that, absent an affirmative election otherwise, will be treated for U.S. federal income tax purposes as a partnership, a U.S. Holder receiving New Equity Interests will be treated as a partner in that partnership. Accordingly, as a partnership, Reorganized Parent itself will not be subject to U.S. federal income tax. Instead, each U.S. Holder will be required to report on its U.S. federal income tax return its distributive share (whether or not distributed) of Reorganized Parent's income, gains, losses, deductions, and credits. Each U.S. Holder of New Equity Interests will be required to include in income its allocable share of Reorganized Parent's income, gains, losses and deductions for Reorganized Parent's taxable year ending with or within such U.S. Holder's taxable year even if Reorganized Parent does not make a concurrent distribution to such U.S. Holder. However, because it is expected that Reorganized Parent's sole asset will be its Equity Interests in Parent, an entity classified as a corporation for U.S. federal income tax purposes, absent an actual distribution from Parent that is treated as a "dividend" for purposes of the Tax Code or a sale (or other taxable disposition) by Reorganized Parent of any of its Equity Interests in Parent, any partner in Reorganized Parent should not generally have any current allocations of taxable income or loss.

In general, a U.S. Holder of New Equity Interests will not recognize taxable income as a consequence of receiving a distribution (whether in cash or in kind) from Reorganized Parent, except to the extent that any cash distributed exceeds such U.S. Holder's adjusted tax basis in its New Equity Interests. Any such excess will be treated as gain from the sale of such U.S. Holder's New Equity Interests and will be treated as capital gain. A U.S. Holder generally will not recognize a loss for U.S. federal income tax purposes as a consequence of receiving a distribution from Reorganized Parent, except that if a U.S. Holder receives a distribution solely of cash in complete liquidation of its interest in Reorganized Parent, the U.S. Holder will recognize a capital loss equal to the excess, if any, of its adjusted tax basis in its New Equity Interests over the amount of such cash. The deductibility of capital losses is subject to limitations.

Gain or loss recognized by a U.S. Holder on the disposition of all or any portion of its New Equity Interests will generally, subject to the application of certain recharacterization rules (i.e., related to a sale of "hot assets" like unrealized receivables or inventory of the partnership under section 751 of the Tax Code) be capital gain or loss. If a U.S. Holder transfers less than all of its New Equity Interests, the U.S. Holder will take into account the percentage of its adjusted tax basis in its New Equity Interests that is transferred, determined by comparing the relative fair market values of the portion of the New Equity Interests that is transferred and the portion of the New Equity Interests that is retained.

Reorganized Parent intends to furnish to each Holder of New Equity Interests, after the close of each calendar year, specific tax information, including a Schedule K-1, which describes such Holder's allocable share of Reorganized Parent's income, gain, loss and deductions for Reorganized Parent's preceding taxable year. In preparing this information, Reorganized Parent will take various accounting and reporting positions to determine each Holder's allocable share of such income, gain, loss and deductions. However, Reorganized Parent cannot provide assurances that those positions will yield a result that conforms to the requirements of the Tax Code, applicable Treasury Regulations or administrative interpretations of the IRS. Furthermore, Reorganized Parent cannot provide assurances that the IRS will not successfully contend in court that those positions are impermissible.

Pursuant to the Bipartisan Budget Act of 2015, for U.S. federal income tax purposes, any audit adjustment to Reorganized Parent's tax items (or any partner's distributive share of such item) may result in the imposition of tax (including any applicable penalties and interest) at the Reorganized Parent level. Generally, Reorganized Parent will have the ability to elect to have the partners take such audit adjustment into account in accordance with their interests in Reorganized Parent during the taxable year under audit, but there can be no assurance that Reorganized Parent will choose to make such election or that such election will be effective in all circumstances. If Reorganized Parent is unable to have the partners take

into account such audit adjustment in accordance with their interests in Reorganized Parent during the taxable year under audit, or Reorganized Parent chooses not to do so, the partners in the year of such audit adjustment may bear some or all of the tax liability resulting from such audit adjustment, without regard to each such partner's ownership interest in Reorganized Parent (if any) during the taxable year under audit. In addition, Reorganized Parent may be able to reduce the amount owed by Reorganized Parent in certain cases based on the status of the partners or if certain partners file amended returns to take into account such adjustments, but there is no assurance Reorganized Parent will be able to obtain any such reduction. If, as a result of any such audit adjustment, Reorganized Parent is required to make payments of taxes, penalties, and/or interest, it is expected that Reorganized Parent's operating agreement will provide that each partner's share of such amounts shall be treated as an advance against amounts otherwise distributable to such partner or as a loan to such partner. Future Treasury Regulations, other administrative guidance or judicial decisions may affect the application of these rules to Reorganized Parent and the Holders of New Equity Interests and, as a result, the application of these rules to Reorganized Parent and the Holders of New Equity Interests is uncertain.

U.S. Holders generally will recognize gain or loss upon the sale or taxable disposition of the New Equity Interests in an amount equal to the difference, if any, between (i) the U.S. Holder's adjusted tax basis in the New Equity Interests exchanged and (ii) the sum of the cash and the fair market value of any property received in such disposition. Any such gain or loss generally should be long-term capital gain or loss if the U.S. Holder's holding period for its New Equity Interests exceeds one year at the time of the sale or exchange (a U.S. Holder may have a split holding period in the New Equity Interests if it contributes property to Reorganized Parent or otherwise acquires New Equity Interests on multiples dates), subject to the application of certain recharacterization rules discussed above. A reduced tax rate on long-term capital gain may apply to non-corporate U.S. Holders. The deductibility of capital loss is subject to limitations.

In general, any gain recognized by a U.S. Holder upon a disposition of the New Equity Interests received in exchange for a Term Loan Claim will be treated as ordinary income for U.S. federal income tax purposes to the extent of (i) any ordinary loss deductions previously claimed as a result of the write-down of the Claim, decreased by any income (other than interest income) recognized by the U.S. Holder upon exchange of the Claim, and (ii) with respect to a cash-basis holder and in addition to clause (i) above, any amounts which would have been included in its gross income if the U.S. Holder's Claim had been satisfied in full but which was not included by reason of the cash method of accounting.

e. Character of Gain or Loss

Where gain or loss is recognized by a U.S. Holder in an exchange of Allowed Claims pursuant to the Plan, the character of such gain or loss as long-term or short-term capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of such U.S. Holder, whether the Claims constitute capital assets in the hands of such U.S. Holder and how long they have been held, whether the Claims were acquired at a market discount, and whether and to what extent the holder previously claimed a worthlessness deduction with respect to the Claims. In general, any gain or loss generally should be long-term capital gain or loss if the U.S. Holder held the Claims as capital assets and such U.S. Holder's holding period in the Claims is more than one year at the time of the relevant exchange. A reduced tax rate on long-term capital gain may apply to non-corporate U.S. Holders. The deductibility of capital losses is subject to limitations.

A U.S. Holder that purchased its Claims from a prior holder at a "market discount" (relative to the principal amount of the Claims at the time of acquisition) may be subject to the market discount rules of the Tax Code. In general, a debt instrument is considered to have been acquired with market discount if the holder's adjusted tax basis in the debt instrument is less than (i) its "stated redemption price at maturity" (which generally would be equal to the stated principal amount if all stated interest was required to be paid in cash

or property at least annually) or (ii) in the case of a debt instrument issued with OID, its adjusted issue price, in each case, by more than a de minimis amount. Under these rules, any gain recognized on the exchange of Claims (which, as discussed below, does not include amounts received in respect of accrued but unpaid interest or OID, if any) generally will be treated as ordinary income to the extent of the market discount accrued (on a straight line basis or, at the election of the U.S. Holder, on a constant yield basis) during the U.S. Holder's period of ownership, unless such U.S. Holder elected to include the market discount in income as it accrued. If a U.S. Holder of Claims did not elect to include market discount in income as it accrued and, thus, under the market discount rules, was required to defer all or a portion of any deductions for interest on debt incurred or maintained to purchase or carry its Claims, such deferred amounts would become deductible at the time of the exchange. To the extent that Claims acquired with a market discount are exchanged in a tax-deferred transaction for other property, any market discount that accrued on such Claims but was not recognized by the U.S. Holder generally is carried over to the property received therefor, and any gain recognized on the subsequent sale or other disposition of the property generally is treated as ordinary income to the extent of the accrued, but not recognized, market discount with respect to such Claims. U.S. Holders who acquired their Claims other than at original issuance should consult their tax advisors regarding the possible application of the market discount rules.

f. Distributions with Respect to Accrued but Unpaid Interest or OID

In general, to the extent that any consideration received pursuant to the Plan by a U.S. Holder of Allowed Claims is received in satisfaction of interest accrued or OID accrued, in each case during such U.S. Holder's holding period, such amount will be taxable to the U.S. Holder as ordinary interest income (if not previously included in the U.S. Holder's gross income under such U.S. Holder's normal method of accounting). Conversely, a U.S. Holder may be entitled to recognize a loss to the extent any accrued interest or amortized OID was previously included in its gross income and is not paid in full. It is unclear whether a U.S. Holder would be required to recognize a capital loss, rather than an ordinary loss, with respect to previously included OID that is not paid in full. In addition, a U.S. Holder's tax basis in the consideration received by a U.S. Holder pursuant to the Plan in satisfaction of interest accrued or OID accrued generally will be equal to the fair market value of such consideration, and such U.S. Holder's holding period in such consideration should commence on the day following the Effective Date.

Article VI.E of the Plan provides that distributions to U.S. Holders with respect to any Allowed Claim will, except as otherwise required by applicable law (as reasonably determined by the Reorganized Debtors), be allocated first to the principal amount of such Allowed Claims, with any excess allocated to the remaining portion of such Allowed Claim. There is no assurance that the IRS will respect such allocation for U.S. federal income tax purposes.

Holders of Claims should consult their tax advisors regarding the proper allocation of the consideration received by them under the Plan, as well as the deductibility of accrued but unpaid interest (including OID) and the character of any loss claimed with respect to accrued but unpaid interest (including OID) previously included in income for U.S. federal income tax purposes.

3. Non-U.S. Holders of Term Loan Claims

The following discussion includes only certain U.S. federal income tax consequences of the Plan to Non-U.S. Holders. The discussion does not include any non-U.S. tax considerations. The rules governing the U.S. federal income tax consequences to Non-U.S. Holders are complex. Non-U.S. Holders are urged to consult their tax advisors regarding the U.S. federal, state, and local and non-U.S. tax consequences of the consummation of the Plan to such Non-U.S. Holders and the ownership and disposition of any consideration received pursuant to or in connection with the Plan.

a. Recognition of Gain or Loss

Whether a Non-U.S. Holder of Term Loan Claims recognizes gain or loss on the exchange of Claims pursuant to the Plan or upon a subsequent disposition of the consideration received under the Plan, the amount of such gain or loss, as well as the characterization of the receipt and exercise of the Participation Right, is determined in the same manner as set forth above in connection with U.S. Holders of the applicable Claims. See “*U.S. Holders of Term Loan Claims—Recognition of Gain or Loss*” and “*U.S. Holders of Term Loan Claims —Treatment of the Participation Right*” above. Any gain recognized (which, as discussed above, does not include amounts received in respect of accrued but unpaid interest or OID, if any) by a Non-U.S. Holder on the exchange of its Claim generally will not be subject to U.S. federal income taxation unless (i) the Non-U.S. Holder is an individual who was present in the United States for 183 days or more during the taxable year in which the gain is realized and certain other conditions are met, (ii) such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business in the United States (and, if required by an income tax treaty, such gain is attributable to a permanent establishment or a fixed base maintained by such Non-U.S. Holder in the United States), or (iii) solely with respect to the sale, exchange or other disposition of the New Equity Interests, such New Equity Interests constitutes a U.S. real property interest (“*USRPI*”) by reason of Parent’s status as a “United States real property holding corporation” (“*USRPHC*”) for U.S. federal income tax purposes at any time within the shorter of the five-year period preceding such disposition or the period in which the Non-U.S. Holder held the New Equity Interests.

If the exception in clause (i) above applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax at a rate of 30% (or such lower rate under an applicable income tax treaty) on the amount by which such Non-U.S. Holder’s capital gains allocable to U.S. sources exceed capital losses allocable to U.S. sources during the taxable year. If the exception in clause (ii) above applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax in the same manner as a U.S. Holder with respect to such gain. In addition, if such a Non-U.S. Holder is a corporation for U.S. federal income tax purposes, it may be subject to a branch profits tax equal to 30% (or such lower rate provided by an applicable income tax treaty) of its effectively connected earnings and profits for the taxable year, subject to certain adjustments.

If the exception in clause (iii) above applied and certain other requirements were met, a Non-U.S. Holder generally would be subject to U.S. federal income tax on any gain recognized on the sale or disposition of New Equity Interests. In general, a partnership interest is not treated as a USRPI for purposes of section 1445 of the Tax Code unless 50% or more of the value of the partnership’s gross assets consists of USRPIs, and 90% or more of the value of its gross assets consists of USRPIs, cash, and cash equivalents (“**50/90 Partnership**”). An interest in a 50/90 Partnership is treated as a USRPI in its entirety. An interest in a USRPHC is a USRPI for purposes of section 1445 of the Tax Code. The Debtors do not believe that New Equity Interests will initially be USRPIs. Because the determination of whether the New Equity Interests will be USRPIs depends on whether or not Parent is a USRPHC and such status depends on the fair market value of Parent’s USRPIs relative to the fair market value of Parent’s non-U.S. real property interests and its other business assets, there can be no assurance Parent will not become a USRPHC in the future.

b. Ownership and Disposition of Exit Term Loans

Generally, payments to a Non-U.S. Holder that are attributable to interest on applicable DIP Term Loans/Exit Term Loans (including, for purposes of this discussion of Non-U.S. Holders, any OID) that is not effectively connected with the Non-U.S. Holder’s conduct of a trade or business within the United States for U.S. federal income tax purposes generally will not be subject to U.S. federal income or withholding tax, provided that:

- the Non-U.S. Holder does not actually or constructively own 10% or more of the total capital or profits interest of Reorganized Parent;
- the Non-U.S. Holder is not a “controlled foreign corporation” that is a “related person” (each, within the meaning of the Tax Code) with respect to Reorganized Parent; and
- either (1) the Non-U.S. Holder certifies in a statement provided to the applicable withholding agent under penalties of perjury that it is not a United States person and provides its name and address; (2) a securities clearing organization, bank or other financial institution that holds customers’ securities in the ordinary course of its trade or business and holds the applicable DIP Term Loans/Exit Term Loans on behalf of the Non-U.S. Holder certifies to the applicable withholding agent under penalties of perjury that it, or the financial institution between it and the Non-U.S. Holder, has received from the Non-U.S. Holder a statement under penalties of perjury that such holder is not a United States person and provides a copy of such statement to the applicable withholding agent; or (3) the Non-U.S. Holder holds the applicable DIP Term Loans/Exit Term Loans directly through a “qualified intermediary” (within the meaning of applicable Treasury Regulations) and certain conditions are satisfied.

A Non-U.S. Holder that does not qualify for the above exemption with respect to interest that is not effectively connected income generally will be subject to withholding of U.S. federal income tax on such interest at a 30% rate, unless such Non-U.S. Holder is entitled to a reduction in or exemption from withholding on such interest as a result of an applicable income tax treaty. To claim such entitlement, the Non-U.S. Holder generally must provide the applicable withholding agent with a properly executed IRS Form W-8BEN or W-8BEN-E (or other applicable documentation) claiming a reduction in or exemption from withholding tax on such payments of interest under the benefit of an income tax treaty between the United States and the country in which the Non-U.S. Holder resides or is established. For purposes of providing a properly executed IRS Form W-8BEN or W-8BEN-E, special procedures are provided under applicable Treasury Regulations for payments through qualified foreign intermediaries or certain financial institutions that hold customers’ securities in the ordinary course of their trade or business.

If interest paid to a Non-U.S. Holder is effectively connected with the conduct by such Non-U.S. Holder of a trade or business within the United States for U.S. federal income tax purposes (and if required by an applicable income tax treaty, such interest is attributable to a permanent establishment or fixed base maintained by such Non-U.S. Holder in the United States), the Non-U.S. Holder generally will not be subject to U.S. federal withholding tax but will be subject to U.S. federal income tax with respect to such interest in the same manner as a U.S. Holder under rules similar to those discussed above with respect to gain that is effectively connected with the conduct of a trade or business in the United States. See “—*Non-U.S. Holders of Term Loan Claims—Recognition of Gain or Loss*” above. To claim the exemption, the Non-U.S. Holder must furnish to the applicable withholding agent a valid IRS Form W-8ECI, certifying that interest paid on the applicable DIP Term Loans/Exit Term Loans is not subject to withholding tax because it is effectively connected with the conduct by the Non-U.S. Holder of a trade or business within the United States.

c. Ownership and Disposition of New Equity Interests

If a non-U.S. person holds an interest in a partnership that is (directly or indirectly through one or more entities that are treated as partnerships or are disregarded for U.S. federal income tax purposes) engaged in a trade or business within the United States, such non-U.S. person is considered to be engaged in a trade or business within the United States. Because Reorganized Parent’s only asset will be its Equity Interests in

Parent and Reorganized Parent will not otherwise be engaged in any other activities, it is not expected that Reorganized Parent will be treated as being engaged in a trade or business within the United States.

As a result, the U.S. federal income tax liability of a Non-U.S. Holder of New Equity Interests generally will be limited to withholding tax on certain gross income from U.S. sources generated by Reorganized Parent, as long as the Non-U.S. Holder undertakes no activities in the United States (determined without regard to its interest in Reorganized Parent) that would cause that Non-U.S. Holder to be treated as engaged in the conduct of a trade or business within the United States for U.S. federal income tax purposes. Further, if Reorganized Parent withholds and remits the proper amounts to the U.S. government, Non-U.S. Holders generally will not be required to file U.S. federal income tax returns or pay additional U.S. federal income taxes solely as a result of their interests in Reorganized Parent.

Gain recognized upon a disposition by a non-U.S. person of an interest in a partnership generally will be treated as “effectively connected income” (“*ECI*”) to the extent such gain is attributable to assets of the partnership that generate ECI. Because the only asset of Reorganized Parent will be the Equity Interests in Parent, it is not anticipated that gain on the disposition by a Non-U.S. Holder of New Equity Interests would be ECI.

Dividend income attributable to distributions from Parent to Reorganized Parent that are allocable to a Non-U.S. Holder of New Equity Interests will generally be subject to withholding of U.S. federal income tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty. A Non-U.S. Holder of New Equity Interests who wishes to claim the benefit of an applicable income tax treaty and avoid backup withholding, as discussed below, for dividends, will be required (a) to complete the applicable IRS Form W-8BEN or Form W-8BEN-E (or other applicable documentation) and certify under penalty of perjury that such holder is not a “United States person” (as defined in section 7701(a)(30) of the Tax Code) and is eligible for treaty benefits or (b) if such equity is held through certain intermediaries, to satisfy the relevant certification requirements of applicable Treasury Regulations. A Non-U.S. Holder resident in a jurisdiction with which the United States has a tax treaty may not be entitled to the benefits of that treaty with respect to that Non-U.S. Holder’s distributive share of Reorganized Parent’s income and gains unless, under the law of that non-U.S. jurisdiction, Reorganized Parent is treated as tax-transparent and certain other conditions are met. In addition, in order to claim the benefits of a tax treaty to reduce U.S. federal income tax withholding on U.S.-source income (other than interest and dividends paid on securities that are actively traded), a Non-U.S. Holder – and any direct or indirect equity owner of a Non-U.S. Holder seeking treaty benefits for itself because the Non-U.S. Holder is considered fiscally transparent in that equity owner’s jurisdiction – generally will be required to provide to Reorganized Parent either a non-U.S. tax identifying number issued by its country of residence or a U.S. taxpayer identification number that it has obtained from the IRS, along with certain other documentation. A Non-U.S. Holder of New Equity Interests eligible for a reduced rate of U.S. withholding tax pursuant to an income tax treaty may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS.

For a discussion of the rules applicable to the recognition of gain or loss in connection with sales, exchanges or other dispositions of New Equity Interests by Non-U.S. Holders, see “—*Non-U.S. Holders of Term Loan Claims—Recognition of Gain or Loss*” above.

4. Information Reporting and Backup Withholding

All distributions to holders of Allowed Claims under the Plan are subject to any applicable tax withholding and information reporting requirements. Under U.S. federal income tax law, interest, dividends and other reportable payments may, under certain circumstances, be subject to “backup withholding” (currently at a rate of 24%) if a recipient of those payments fails to furnish to the payor certain identifying information, fails properly to report interest or dividends, and, under certain circumstances, fails to provide a certification

that the recipient is not subject to backup withholding. Backup withholding is not an additional tax. Any amounts deducted and withheld generally should be allowed as a credit against that recipient's U.S. federal income tax, provided that appropriate proof is timely provided under rules established by the IRS. Furthermore, certain penalties may be imposed by the IRS on a recipient of payments who is required to supply information but who does not do so in the proper manner. Backup withholding generally should not apply with respect to payments made to certain exempt recipients, such as certain corporations and financial institutions. Information may also be required to be provided to the IRS concerning payments, unless an exemption applies. Holders of Claims are urged to consult their tax advisors regarding their qualification for exemption from backup withholding and information reporting and the procedures for obtaining such an exemption.

Treasury Regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of certain thresholds. Holders of Claims are urged to consult their tax advisors regarding these regulations and whether the contemplated transactions under the Plan would be subject to these regulations and require disclosure on their tax returns.

5. Additional Withholding Tax on Payments Made to Foreign Accounts

Withholding taxes may be imposed under sections 1471 to 1474 of the Tax Code (such sections, commonly referred to as the Foreign Account Tax Compliance Act ("*FATCA*")) on certain types of payments made to non-U.S. financial institutions and certain other non-U.S. entities. Specifically, a 30% withholding tax may be imposed on dividends or interest or (subject to the proposed Treasury Regulations discussed below) gross proceeds from the sale or other disposition of stock or debt instruments, in each case paid to a "foreign financial institution" or a "non-financial foreign entity" (each as defined in the Tax Code), unless (a) the foreign financial institution undertakes certain diligence and reporting obligations, (b) the non-financial foreign entity either certifies it does not have any "substantial United States owners" (as defined in the Tax Code) or furnishes identifying information regarding each substantial United States owner, or (c) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules. If the payee is a foreign financial institution and is subject to the diligence and reporting requirements in clause (a) above, it must enter into an agreement with the United States Department of the Treasury requiring, among other things, that it undertake to identify accounts held by certain "specified United States persons" or "United States owned foreign entities" (each as defined in the Tax Code), annually report certain information about such accounts, and withhold 30% on certain payments to non-compliant foreign financial institutions and certain other account holders. Foreign financial institutions located in jurisdictions that have an intergovernmental agreement with the United States governing FATCA may be subject to different rules.

Under the applicable Treasury Regulations and administrative guidance, withholding under FATCA generally applies to payments of dividends on New Equity Interests or interest on DIP Term Loans/Exit Term Loans. While withholding under FATCA would have applied also to payments of gross proceeds from the sale or other disposition of such instruments on or after January 1, 2019, proposed Treasury Regulations eliminate FATCA withholding on payments of gross proceeds entirely. Taxpayers generally may rely on these proposed Treasury Regulations until final Treasury Regulations are issued. Holders should consult their tax advisors regarding the potential application of withholding under FATCA.

THE FOREGOING SUMMARY HAS BEEN PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DISCUSS ALL ASPECTS OF U.S. FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER OF A CLAIM. ALL HOLDERS OF CLAIMS ARE URGED TO CONSULT THEIR TAX ADVISORS CONCERNING THE FEDERAL,

STATE, LOCAL, NON-U.S., AND OTHER TAX CONSEQUENCES APPLICABLE UNDER THE PLAN.

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XII.
CONCLUSION AND RECOMMENDATION

The Debtors believe the Plan is in the best interests of all stakeholders and urge the holders of Claims in Class 3 to vote in favor thereof.

Respectfully submitted, as of the date first set forth above,

The Container Store Group, Inc. (on behalf of itself and all other Debtors)

By: /s/ Chad E. Coben
Name: Chad E. Coben
Title: Chief Restructuring Officer

Exhibit C

Financial Projections

SOLICITATION VERSION

Overview to Financial Projections

As a condition to Confirmation, the Bankruptcy Code requires, among other things, the Bankruptcy Court to find that entry of a Confirmation Order is not likely to be followed by either a liquidation or the need to further reorganize the Debtors or any successor to the Debtors. In accordance with this condition and in order to assist each holder of a Claim in determining whether to vote to accept or reject the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* (the “*Plan*”), the Debtors’ management team (“*Management*”), with the assistance of the Debtors’ restructuring advisors, developed financial projections (the “*Financial Projections*”) to support the feasibility of the Plan, which were prepared as of December 22, 2024.

The Financial Projections are based on a number of assumptions made by Management, within the bounds of their knowledge of the Debtors’ and their non-Debtor affiliates’ business and operations, with respect to the future performance of the Debtors’ operations. In addition, the Financial Projections contain statements which constitute “forward looking statements” within the meaning of the Securities Act and the Securities Exchange Act of 1934, as amended by the Private Securities Litigation Reform Act of 1995. Forward-looking statements in these projections include the intent, belief, or current expectations of the Debtors and members of their Management with respect to the timing of, completion of, and scope of the current restructuring, the Plan, the Debtors’ strategic business plan, bank financing, debt and equity market conditions, and future liquidity, as well as the assumptions upon which such statements are based. Although Management prepared the Financial Projections in good faith and believes the assumptions to be reasonable, it is important to note that the Debtors can provide no assurance that such assumptions will be realized. Because future events and circumstances may well differ from those assumed and unanticipated events or circumstances may occur, the Debtors expect that the actual and projected results will differ and the actual results may be materially greater or less than those contained in the Financial Projections and from those contemplated by such forward-looking statements. No representations can be made as to the accuracy of the Financial Projections or the Debtors’ ability to achieve the projected results. Therefore, the Financial Projections may not be relied upon as a guarantee or as any other form of assurance as to the actual results that will occur. The inclusion of the Financial Projections herein should not be regarded as an indication that the Debtors considered or consider the Financial Projections to reliably predict future performance. Accordingly, in deciding whether to vote to accept or reject the Plan, creditors should review the Financial Projections in conjunction with a review of the risk factors set forth in the Disclosure Statement and the assumptions and risks described herein, including all relevant qualifications and footnotes.

AS ILLUSTRATED BY THE FINANCIAL PROJECTIONS, THE DEBTORS BELIEVE THEY WILL HAVE SUFFICIENT LIQUIDITY TO PAY AND SERVICE THEIR DEBT OBLIGATIONS AND TO OPERATE THEIR BUSINESSES. THE DEBTORS BELIEVE THAT CONFIRMATION AND CONSUMMATION ARE NOT LIKELY TO BE FOLLOWED BY THE LIQUIDATION OR FURTHER REORGANIZATION OF THE DEBTORS. ACCORDINGLY, THE DEBTORS BELIEVE THAT THE PLAN SATISFIES THE FEASIBILITY REQUIREMENT OF SECTION 1129(a)(11) OF THE BANKRUPTCY CODE.

The Financial Projections were not prepared with a view toward compliance with published rules of the Securities and Exchange Commission or the American Institute of Certified Public Accountants regarding projections. The Debtors’ independent auditor has not examined, compiled, or performed any procedures with respect to the prospective financial information contained in this exhibit and, accordingly, they do not express an opinion or any other form of assurance on such information or its achievability. The Debtors’ independent auditor assumes no responsibility for and denies any association with the prospective financial information.

Accordingly, neither the Debtors nor the Reorganized Debtors intend to and disclaim any obligation to: (1) furnish updated Financial Projections to holders of Claims prior to the Effective Date or to any other party after the Effective Date, except as required by the Plan; (2) include any such updated information in any documents that may be required to be filed with the Securities and Exchange Commission; or (3) otherwise make such updated information publicly available. The Debtors do not intend to update or otherwise revise the Financial Projections to reflect circumstances that may occur after their preparation, or to reflect the occurrence of unanticipated events, even in the event that any or all of the underlying assumptions are shown to be in error.

Additional information relating to the principal assumptions used in preparing the Financial Projections is set forth below.

THE FINANCIAL PROJECTIONS ARE BASED UPON A NUMBER OF SIGNIFICANT ASSUMPTIONS. ACTUAL OPERATING RESULTS AND VALUES MAY VARY SIGNIFICANTLY FROM THESE FINANCIAL PROJECTIONS.

Select Assumptions of the Financial Projections

The Financial Projections are based on, but not limited to, factors such as industry performance and general business, economic, competitive, regulatory, market, and financial conditions, as well as the assumptions detailed below. Many of these factors and assumptions are beyond the control of the Debtors and do not take into account the uncertainty and disruptions of business that may accompany an in-court restructuring. Accordingly, the assumptions should be reviewed in conjunction with a review of the risk factors set forth in the Disclosure Statement.

- **Methodology:** The Financial Projections were developed by Management with the assistance of the Debtors’ restructuring advisors and are presented solely for purposes set forth herein and in the Disclosure Statement to which the Financial Projections are attached as Exhibit D. No representation or warranty, express or implied, is provided

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in relation to the fairness, accuracy, correctness, completeness, or reliability of the information, opinions, or conclusions expressed herein.

- **Plan and Effective Date:** The Financial Projections assume that the Plan will be consummated in accordance with its terms and that all transactions contemplated by the Plan will be consummated by January 31, 2025 (the “**Effective Date**”). Any significant delay in the Effective Date may have a significant negative effect on the operations and financial performance of the Debtors, including an increased risk or inability to meet sales forecasts, increased risk of supply chain disruption, and the incurrence of higher reorganization expenses. Although the Financial Projections represent the Debtors’ best estimates and good faith judgment of the results of future operations, financial position, and cash flows of the Company, they are only estimates and actual results may vary considerably from such Financial Projections. Consequently, the inclusion of the Financial Projections herein should not be regarded as a representation by the Debtors, the Debtors’ advisors, or any other person that the projected results of operations, financial position, and cash flows of the Company will be achieved.
- **Projection Period:** The Debtors prepared the Financial Projections based on, among other things, the anticipated future financial condition and results of operations of the Debtors using their business plan. Management developed and refined the business plan and prepared consolidated Financial Projections of the Company for the fiscal years ending March 2025 (fiscal year (“**FY**”) 2024) through March 2029 (FY 2028) (the “**Projection Period**”).
- **Scope of Projections:** The Debtors prepared the Financial Projections on a consolidated basis. As such, the Financial Projections reflect the projected financial activity of both the Debtors and their non-Debtor affiliates.
- **Operating Impacts:** The Financial Projections incorporate multiple operating considerations including, but not limited to:
 - Current and projected market conditions in which the Debtors operate;
 - No material changes to existing operations;
 - The Financial Projections do not consider any potential impact of the application of “fresh start” accounting under Accounting Standards Codification 852, “Reorganizations” (“**ASC 852**”) that may potentially apply upon the Effective Date. If the Debtors determine the need to fully implement fresh start accounting, differences from the depiction presented are anticipated and those differences may be material. If required to apply the provisions of ASC 852, upon emergence, the Debtors will be required to determine the amount by which their reorganization value as of the Effective Date exceeds, or is less than, the fair value at the time, which may be based on any event, such valuation, and the determination of the fair value of the Debtors’ assets and liabilities, will be made as of the Effective Date.
 - The differences between the amounts of any or all of the foregoing items as assumed in the Financial Projections and the actual amounts thereof as of the Effective Date may be material.

THE INDEPENDENT AUDITOR FOR THE DEBTORS HAS NOT EXAMINED, COMPILED OR OTHERWISE PERFORMED ANY PROCEDURES ON THE FOLLOWING PROSPECTIVE FINANCIAL INFORMATION, AND CONSEQUENTLY, DOES NOT EXPRESS AN OPINION OR ANY OTHER FORM OF ASSURANCE WITH RESPECT TO THE PROSPECTIVE FINANCIAL INFORMATION.

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PROJECTED CONSOLIDATED STATEMENTS OF OPERATIONS

<i>\$ in Millions</i>	Notes	2024	2025	2026	2027	2028
Revenue	[1]	\$ 780	\$ 816	\$ 874	\$ 923	\$ 1,011
Cost of Goods Sold	[2]	333	343	364	382	417
Gross Margin		\$ 446	\$ 474	\$ 510	\$ 542	\$ 594
<i>Gross Margin %</i>		57%	58%	58%	59%	59%
SG&A	[3]	422	435	455	474	502
Depreciation & Amortization	[4]	42	40	38	33	29
Operating Income		\$ (17)	\$ (1)	\$ 17	\$ 34	\$ 63
Interest Expense	[5]	24	20	19	20	20
Income Tax Expense / (Benefit)	[6]	(19)	(5)	(1)	2	9
Restructuring Expense	[7]	29	-	-	-	-
Other Expense / (Income), Net	[8]	20	5	2	4	5
Net Income / (Loss)		\$ (72)	\$ (21)	\$ (4)	\$ 8	\$ 29
Interest Expense		24	20	19	20	20
Income Tax Expense / (Benefit)		(19)	(5)	(1)	2	9
Depreciation & Amortization		42	40	38	33	29
Restructuring Expense		29	-	-	-	-
Other EBITDA Add Backs	[9]	22	3	(2)	(2)	(2)
Adj. EBITDA		\$ 26	\$ 37	\$ 50	\$ 62	\$ 85
<i>EBITDA Margin %</i>		6%	8%	10%	11%	14%

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PROJECTED CONSOLIDATED BALANCE SHEETS

<i>\$ in Millions</i>	Notes	2024	2025	2026	2027	2028
Assets						
Current Assets:						
Cash and Cash Equivalents	[10]	45	73	101	118	132
Accounts Receivable, net		28	37	35	38	41
Inventories	[11]	151	137	134	134	143
Prepaid Expenses and Other Current Assets	[12]	34	29	29	30	31
Total Current Assets		\$ 257	\$ 276	\$ 299	\$ 319	\$ 347
Other Long-Term Assets	[13]	677	661	657	669	694
Total Assets		\$ 934	\$ 937	\$ 956	\$ 989	\$ 1,041
Liabilities & Shareholders' Equity						
Current Liabilities:						
Accounts Payable	[14]	40	43	51	62	70
Accrued Expenses & Other Current Liabilities	[15]	141	143	146	149	153
Total Current Liabilities		\$ 181	\$ 186	\$ 197	\$ 211	\$ 223
Long Term Liabilities:						
New ABL Facility	[16]	80	80	80	80	80
Term Loan B Facility	[17]	78	90	97	105	114
New Money Facility	[18]	43	46	48	48	48
Total Debt		200	215	225	233	242
Other Long Term Liabilities	[19]	377	379	379	379	379
Total Liabilities		\$ 758	\$ 781	\$ 801	\$ 823	\$ 845
Shareholders' Equity / (Deficit)	[20]	175	156	155	165	197
Total Liabilities and Shareholders' Equity		\$ 934	\$ 937	\$ 956	\$ 989	\$ 1,041

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PROJECTED CONSOLIDATED STATEMENT OF CASH FLOWS

<i>\$ in Millions</i>	Notes	2024	2025	2026	2027	2028
Net Income		\$ (72)	\$ (21)	\$ (4)	\$ 8	\$ 29
(+) Non-Cash Adjustments	[21]	35	49	45	39	40
(+ / -) Change in Working Capital	[22]	(18)	14	16	11	(1)
Net cash provided / (used) in operating activities		\$ (55)	\$ 42	\$ 57	\$ 58	\$ 68
Investing Activities						
Capital Expenditures	[23]	(25)	(14)	(29)	(42)	(54)
Other Investing Activities	[24]	1	-	-	-	-
Net cash provided / (used) in investing activities		\$ (24)	\$ (14)	\$ (29)	\$ (42)	\$ (54)
Financing Activities						
Borrowings / (Paydown) on ABL	[25]	64	-	-	-	-
New Money Investment	[26]	40	-	-	-	-
Other Financing Activities	[27]	(1)	-	-	-	-
Net cash provided / (used) in financing activities		\$ 103	\$ -	\$ -	\$ -	\$ -
Net Change in Cash Flow		\$ 24	\$ 28	\$ 28	\$ 17	\$ 14
Beginning Cash Balance		21	45	73	101	118
Net Change in Cash Flow		24	28	28	17	14
Ending Cash Balance		\$ 45	\$ 73	\$ 101	\$ 118	\$ 132

NOTES TO FINANCIAL PROJECTIONS**Notes to the Projected Consolidated Statements of Operations****Note 1 – Revenue**

Revenue primarily reflects the Company's in-store, online, and B2B revenue for General Merchandise, Custom Spaces, Shipping and Delivery, and Installation. Consolidated revenue is projected to be approximately \$816 million during FY 2025, with year-over-year growth of 7%, 6%, and 10% in FY 2026, FY 2027, and FY 2028, respectively. This growth is forecasted to be driven primarily by increases in Custom Spaces sales as well as 4 new store openings in FY 2027 and 5 new store openings in FY 2028.

During FY 2024, approximately 33% of the Company's total revenue is projected from Custom Spaces, which is expected to grow during the Projection Period due to increased brand awareness, additional design experts, continued expansion of Preston (including Project Simple), and growth of Garage+ and Décor+. The Company anticipates this upward trend in Custom Spaces to continue, reaching approximately 37% of total revenue by FY 2028.

Modest growth of approximately 1% in General Merchandise from FY 2024 to FY 2025 is driven by improved inventory in-stocks, newness that aligns with the core, and increased attachment with Custom Spaces sales. General Merchandise sales are expected to increase through FY 2028 due to slightly higher average ticket size and improved customer engagement driving higher traffic conversion.

Note 2 – Cost of Goods Sold / Gross Margin

Cost of Goods Sold primarily includes the cost of merchandise purchased and inbound freight. Cost of Goods Sold also includes costs associated with installation services and shipping and delivery to customers.

Consolidated gross margin as a percentage of net sales is projected at approximately 57% during FY 2024. This is forecast to improve modestly to 58% during FY 2025, as higher margin Custom Spaces sales increase as a percent of revenue. Further improvements are forecasted, with gross margin improving to 59% by FY 2028, driven by continued improvements in Custom Spaces penetration, improved pricing discipline and in-stock and other merchandising initiatives.

Note 3 – Selling, General, & Administrative

Selling, General, & Administrative (“SG&A”) costs include all employee-related expenses for all store, distribution center and employees at the Company's corporate headquarters. SG&A costs also include marketing, rent and other occupancy costs for the Company's stores, distribution centers, and head office, information technology costs, ordinary course professionals, supplies and store visuals for the Company's stores, contract hauling, credit card fees, and all other administrative overhead.

As a percent of revenue, SG&A costs are projected to decrease from 54% during FY 2024 to 50% during FY 2028 driven largely by leverage of fixed costs in addition to cost savings initiatives (e.g., store labor optimization and operating expense cost management).

Note 4 – Depreciation & Amortization

Depreciation & Amortization represents depreciation of property, plant and equipment and amortization of intangible assets.

Note 5 – Interest Expense

Interest Expense over the Projection Period is based upon the Company's current (FY 2024) and anticipated (FY 2024 – FY 2028) capital structure immediately before and following the consummation of the Plan. This is made up of cash interest and fees on long-term debt.

Note 6 – Income Tax Expense / (Benefit), Net

For FY 2024, the Company is projecting approximately \$19 million in Income Tax Benefit. The Company forecasts Income Tax Expenses from FY 2025 onwards, as taxable income is generated. The projections do not account for any tax obligations as a result of consummating the Plan. These amounts could vary significantly pending final tax analysis of the transactions under the Plan.

Note 7 – Restructuring Expenses

Restructuring Expenses projected in FY 2024 are based on estimated restructuring professional costs and other bankruptcy or closing fees related to consummation of the Plan. No further restructuring costs are expected beyond this.

Note 8 – Other Expense / (Income), Net

Other Expense / (Income), net primarily includes non-recurring items, Stock-Based Compensation Expenses, pre-opening costs and miscellaneous corporate costs.

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Note 9 – Other EBITDA Add Backs

Other EBITDA Add Backs include miscellaneous non-recurring items, non-cash rent, pre-opening costs, and Stock-Based Compensation Expenses.

Notes to the Projected Consolidated Balance Sheets**Note 10 – Cash and Cash Equivalents**

Cash and Cash Equivalents represents the consolidated cash balance of the Company for all entities and subsidiaries, including cash balances from their respective operating and store-level accounts.

Note 11 – Inventories

Inventories primarily represents merchandise inventory, including inventory-in-transit.

Note 12 – Prepaid Expenses and Other Current Assets

Prepaid Expenses and Other Current Assets primarily consists of prepaid rent, insurance, taxes, software, and other prepaid operating expenses. Other current assets include certain receivables, including income taxes receivables and other miscellaneous assets.

Note 13 – Other Long-Term Assets

Other Long-Term Assets are composed primarily of Net Property and Equipment (“*P&E*”), Net Goodwill, & Other Intangible Assets non-current operating leases, investments in subsidiaries, non-current prepaid expenses, other miscellaneous long-term assets.

Property and Equipment (“*P&E*”), net is composed primarily of leasehold improvements, IT software and hardware, machinery and equipment, and furniture and fixtures, net of accumulated depreciation. The book value of P&E is subject to material change based on accounting analysis of the Company’s financials upon emergence.

Goodwill, Net & Other Intangible Assets, net is composed of intangible property, specifically tradenames.

Note 14 – Accounts Payable

Accounts Payable represents outstanding merchandise and non-merchandise payables to third-party trade vendors and service providers as well as intercompany payables.

Note 15 – Accrued Expenses & Other Current Liabilities

Accrued Expenses & Other Current Liabilities includes current operating lease liabilities, accrued and unpaid expenses primarily relating to payroll, employee benefits, merchandise returns, merchandise credit card breakage, liability on account gift cards (net of accrued breakage), customer prepaids, sales return, sales and income taxes, and interest, and other miscellaneous current accrued liabilities. Operating Lease Liabilities, current includes with respect to all stores, distribution centres, corporate office, and miscellaneous equipment.

Note 16 – Debt – New ABL Facility

The New ABL facility represents the Debtors’ exit financing ABL, a \$140 million revolving credit facility maturing twenty four months from the Petition Date. The interest rate is SOFR+4.25% per annum, subject to a 2.00% SOFR floor. For illustrative purposes, it is assumed to be refinanced at the same rate through the end of FY 2028.

The Debtors’ previous ABL balance of approximately \$80 million is assumed to be paid in full using the proceeds of the New ABL facility shortly after the Petition Date in accordance with the Interim DIP Order.

Note 17 – Debt – Term Loan B Facility

The Term Loan B Facility represents the Debtors’ \$75 million term loan maturing April 30, 2029. The interest rate is SOFR+5.00% per annum, subject to a 1.50% SOFR floor. For illustrative purposes, it is assumed to be refinanced at the same rate through the end of FY 2028.

Interest under the Term Loan B facility is paid-in-kind (“PIK”) until LTM EBITDA reaches \$75 million for four consecutive quarters. Additionally, amortization is waived until maturity.

Note 18 – Debt – New Money Facility

The New Money Facility represents the Debtors’ exit financing term loan, a \$40 million Term Loan maturing January 31, 2029. The interest rate is SOFR+6.50% per annum, subject to a 2.00% SOFR floor. The Company has the option to PIK up to 550 bps of interest until LTM EBITDA reaches \$50 million for four consecutive quarters. For illustrative purposes, it is assumed to be refinanced at the same rate through to the end of FY 2028.

Note 19 – Other Long-Term Liabilities

Other Long-Term Liabilities are predominantly composed of non-current operating lease liabilities, non-current deferred tax liabilities and other non-current long term accrued liabilities. Operating Lease Liabilities, non-current liabilities includes with respect to all stores and distribution centers, the corporate office, and miscellaneous equipment.

Note 20 – Shareholders' Equity / (Deficit)

Shareholders' Equity represents the net book value of shareholders' equity. The net book value varies materially from the fair market value of equity.

Notes to the Projected Consolidated Statement of Cash Flows

Note 21 – Non-Cash Adjustments

Non-Cash Adjustments represents the addback for non-cash transactions, including depreciation & amortization, non-cash interest, non-cash rent, stock-based compensation, deferred tax expenses or benefits, and miscellaneous other adjustments.

Note 22 – Change in Working Capital

Change in Working Capital primarily consists of changes in inventory, accounts payable, accounts receivable, and accrued expenses. FY 2024 assumes a decrease in working capital driven by a reduction in accounts payable, partially offset by a reduction in inventories. Working capital decreases from FY 2025 to FY 2027 are driven by improved inventory efficiency, among other working capital focus areas by management.

Note 23 – Capital Expenditures

Capital Expenditures are primarily driven by a combination of store renovations / updates, new store openings in FY 2027 and FY 2028, maintenance requirements, manufacturing and distribution center upgrades, and investments in information technology.

Note 24 – Other Investing Activity

No material other investing activities are forecast.

Note 25 – Borrowings / (Paydown) on ABL

Borrowings / (Paydown) on ABL reflects borrowings and paydowns on the Prepetition ABL facility prior to the Petition Date. The borrowings on the New ABL facility are assumed to be equal to the outstanding balance on the Prepetition ABL facility, resulting in net zero impact on Borrowings / (Paydown) at the time of the funding of the New ABL facility.

Note 26 – New Money Investment

New Money Investment represents the \$40 million New Money Facility described in Note 18.

Note 27 – Other Financing Activities

No material other financing activities are forecast.

Exhibit D

Liquidation Analysis

LIQUIDATION ANALYSIS

I. INTRODUCTION

Section 1129(a)(7) of the Bankruptcy Code, often called the “best interests test,” requires that a bankruptcy court find, as a condition of confirmation, that the chapter 11 plan provides, with respect to each class, that each holder of an allowed claim either (i) has accepted the plan of reorganization, or (ii) will receive or retain under the plan property of a value, as of the plan’s assumed effective date, that is not less than the value such non-accepting holders would receive or retain if the debtors were to be liquidated under chapter 7 of the Bankruptcy Code.

Accordingly, to demonstrate that the proposed Plan satisfies the “best interest” of creditors test, the Debtors, with assistance from their restructuring advisors, have prepared the following hypothetical liquidation analysis (“*Liquidation Analysis*”), in connection with the Plan and the Disclosure Statement.¹

The Liquidation Analysis indicates the estimated recoveries that may be obtained by Classes of Claims or Interests assuming a hypothetical liquidation under chapter 7 of the Bankruptcy Code upon disposition of the Debtors’ assets as an alternative to the Plan. Accordingly, the values discussed in the Liquidation Analysis may be different from amounts referred to in the Plan. The Liquidation Analysis is based on certain assumptions in the Disclosure Statement and in the accompanying notes to the Liquidation Analysis.

II. STATEMENT OF LIMITATIONS

The determination of the costs of, and proceeds from, the hypothetical liquidation of the Debtors’ assets in a chapter 7 case is an uncertain process involving the extensive use of significant estimates and assumptions that, although considered reasonable by the Debtors based upon their business judgment and input from certain of their advisors, are inherently subject to significant business, economic, and competitive uncertainties and contingencies beyond the control of the Debtors, their management and their advisors. Inevitably, some assumptions in the Liquidation Analysis would not materialize in an actual chapter 7 liquidation, and unanticipated events and circumstances could materially affect the ultimate results in an actual chapter 7 liquidation. The Liquidation Analysis was prepared for the sole purpose of generating a reasonable good faith estimate of the proceeds that would be generated if the Debtors’ assets were liquidated in accordance with chapter 7 of the Bankruptcy Code. The Liquidation Analysis is not intended and should not be used for any other purpose. The underlying financial information in the Liquidation Analysis was not compiled or examined by independent accountants in accordance with standards promulgated by the American Institute of Certified Public Accountants.

NEITHER THE DEBTORS NOR THEIR ADVISORS MAKE ANY REPRESENTATION OR WARRANTY THAT THE ACTUAL RESULTS WOULD OR WOULD NOT APPROXIMATE THE ESTIMATES AND ASSUMPTIONS REPRESENTED IN THE LIQUIDATION ANALYSIS. ACTUAL RESULTS COULD VARY MATERIALLY. NOTHING CONTAINED IN THIS LIQUIDATION ANALYSIS IS INTENDED TO BE, OR CONSTITUTES, A CONCESSION, ADMISSION, OR ALLOWANCE OF ANY CLAIM BY THE DEBTORS. THE ACTUAL AMOUNT OR PRIORITY OF ALLOWED CLAIMS IN THE CHAPTER 11 CASES COULD MATERIALLY DIFFER FROM THE ESTIMATED AMOUNTS SET FORTH AND USED IN THIS LIQUIDATION ANALYSIS. THE DEBTORS RESERVE ALL RIGHTS TO SUPPLEMENT, MODIFY, OR AMEND THE ANALYSIS SET FORTH HEREIN.

III. OVERVIEW AND GENERAL ASSUMPTIONS

Hypothetical chapter 7 recoveries set forth in this Liquidation Analysis were determined through multiple steps, as set forth below. The basis of the Liquidation Analysis is the Debtors’ projected cash balance and assets as of December 22, 2024 (the “*Conversion Date*”) and the net costs to execute the administration of the wind down of the Estates. The Liquidation Analysis assumes that the Debtors would commence a chapter 7 liquidation on or about the Conversion Date under the supervision of a single court-appointed chapter 7 trustee. The selection of a separate chapter 7 trustee for one or more of the Estates likely would result in substantially higher administrative expenses associated with the chapter 7 cases from a large duplication of effort by each trustee and his or her professionals. In addition, the selection of separate chapter 7 trustees likely would give rise to complicated, expensive, and time-consuming disputes regarding certain inter-Debtor issues. The Liquidation Analysis reflects the wind down and liquidation of

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the *Disclosure Statement for the Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*.

substantially all the Debtors' remaining assets and the distribution of available proceeds to Holders of Allowed Claims during the period after the Conversion Date.

Summary Notes to Liquidation Analysis

1. **Dependence on Assumptions.** The Liquidation Analysis depends on a number of estimates and assumptions. Although developed and considered reasonable by the management and the restructuring advisors of the Debtors, the assumptions are inherently subject to significant economic, business, regulatory and competitive uncertainties, and contingencies beyond the control of the Debtors or their management. The Liquidation Analysis is also based on the Debtors' best judgment of how numerous decisions in the liquidation process would be resolved. Accordingly, there can be no assurance that the values reflected in the Liquidation Analysis would be realized if the Debtors were, in fact, to undergo such a liquidation and actual results could vary materially and adversely from those contained herein.
2. **Dependence on a Forecast Balance Sheet.** This Liquidation Analysis contains numerous estimates that are still under review and it remains subject to further legal and accounting analysis.
3. **No DIP Facility Assumed.** The Liquidation Analysis assumes no DIP Facilities. The chapter 7 case is assumed to be funded by cash on hand and liquidation of assets.
4. **Chapter 7 Liquidation Process.** The liquidation of the Debtors' assets is assumed to be completed over a period of approximately six (6) months, inside of a chapter 7 case managed by the chapter 7 trustee. The chapter 7 trustee would manage the bankrupt Estates to maximize recovery to creditors as expeditiously as possible and would appoint professionals (attorneys, investment bankers, financial advisors, liquidators, accountants, consultants, appraisers, experts, etc.) to assist in the liquidation and wind down of the Estates. The chapter 7 trustee would oversee the Debtors' inventory liquidation and collection of outstanding accounts receivable in addition to attempting to sell or otherwise monetize other assets owned by the Debtors to one or multiple buyers. During the first four (4) months, the Debtors would complete going-out-of-business sales for all remaining store inventory, furniture, fixtures, and equipment. At the end of this four (4)-month period, the Debtors would reject all corporate, store and distribution center leases immediately and return the spaces to the landlords in broom-swept condition. During the remaining two (2) month-period, the Debtors would primarily focus on monetizing other assets such as intellectual property and other remaining personal property and equipment, as well as administrative activities such as claims reconciliation, distributions to Holders of various Claims, and other activities necessary to wind down the Estates.
5. **Claims Estimates.** In preparing this Liquidation Analysis, the Debtors have preliminarily estimated an amount of Allowed Claims for each Class based upon a review of the Debtors' estimated balance sheet. Administrative Claims were estimated based on the Debtors' financial projections as of the Conversion Date. Additional Claims were estimated to include certain chapter 7 administrative obligations incurred after the Conversion Date. The estimate of all Allowed Claims in this Liquidation Analysis is based on the estimated book value of those Claims, where applicable. No order or finding has been entered or made by the Bankruptcy Court estimating or otherwise fixing the amount of Claims at the estimated amounts of Allowed Claims set forth in this Liquidation Analysis. The estimate of the amount of Allowed Claims set forth in this Liquidation Analysis should not be relied upon for any other purpose, including, without limitation, any determination of the value of any distribution to be made on account of Allowed Claims under the Plan. The actual amount of Allowed Claims could be materially different from the amount of Claims estimated in this Liquidation Analysis.

IV. CONCLUSION

THE DEBTORS HAVE DETERMINED, AS SUMMARIZED IN THE FOLLOWING ANALYSIS, THAT CONFIRMATION OF THE PLAN WILL PROVIDE CREDITORS WITH A RECOVERY THAT IS NOT LESS THAN WHAT THEY WOULD OTHERWISE RECEIVE IN CONNECTION WITH A LIQUIDATION OF THE DEBTORS UNDER CHAPTER 7 OF THE BANKRUPTCY CODE.

V. LIQUIDATION ANALYSIS RESULTS

Presented below is a summary of asset recoveries and distributions to various classes of claims resulting from the hypothetical Liquidation Analysis.²

² The estimated claim amounts reflected above may differ from the estimated claims included elsewhere in the Disclosure Statement because of differing assumptions between the Plan and this hypothetical chapter 7 liquidation.

	Book Value / Est. \$	Priority	High Value		Low Value	
			\$	%	\$	%
Liquidation Proceeds						
Cash on Hand	9.8	ABL	9.8	100.0%	9.8	100.0%
Accounts Receivable	22.8	ABL	15.1	66.5%	9.2	40.5%
Inventory	147.0	ABL	103.0	70.1%	73.6	50.1%
Prepaid Expenses	12.5	ABL	0.8	6.6%	-	0.0%
Income Tax Receivable	3.6	ABL	3.6	100.0%	-	0.0%
PP&E	119.0	ABL	5.7	4.8%	2.9	2.4%
Intangibles	123.3	ABL	8.6	7.0%	-	0.0%
Other Assets	471.7	ABL	2.8	0.6%	-	0.0%
Total TCS Assets	\$ 909.6		\$ 149.4	16.4%	\$ 95.4	10.5%
Equity in Non-Debtor Subsidiaries	11.5	Term Loan	11.5	100.0%	-	-
Total Proceeds Available for Distribution	\$ 921.1		\$ 160.9	17.5%	\$ 95.4	10.4%
Wind Down Costs						
Ch. 7 Legal & Advisor Fees			10.0	100.0%	7.0	100.0%
Ch. 7 Trustee Fees			4.8	100.0%	2.9	100.0%
Liquidation Fees & Expenses			1.8	100.0%	0.5	100.0%
Accrued Payroll and Payroll Taxes			6.0	100.0%	6.0	100.0%
Accrued Sales Tax			3.0	100.0%	3.0	100.0%
Other Wind Down Costs			39.5	100.0%	37.3	100.0%
Gift Card Realization			4.5	100.0%	2.2	100.0%
Total Wind Down Costs			\$ 69.6	100.0%	\$ 58.9	100.0%
Total Net Proceeds Available for Claims			\$ 91.3		\$ 36.6	
<i>Net Proceeds - ABL Priority</i>			<i>84.1</i>		<i>36.6</i>	
<i>Net Proceeds - TL Priority</i>			<i>7.3</i>		<i>-</i>	
Claims Recovery						
ABL Claims	88.3		84.1	95.2%	36.6	41.4%
ABL Recovery	\$ 88.3		\$ 84.1	95.2%	\$ 36.6	41.4%
Term Loan Claims	166.9		7.3	4.4%	-	0.0%
Term Loan Recovery	\$ 166.9		\$ 7.3	4.4%	\$ -	0.0%
Administrative / Priority Claims	33.0		-	0.0%	-	0.0%
Administrative / Priority Recovery	\$ 33.0		\$ -	0.0%	\$ -	0.0%
General Unsecured Claims	162.5		-	0.0%	-	0.0%
GUC Recovery	\$ 162.5		\$ -	0.0%	\$ -	0.0%

VI. NOTES FOR PROCEEDS AVAILABLE FOR DISTRIBUTION

Note [1] – Cash and Cash Equivalents

The Liquidation Analysis assumes 100% recovery for all projected cash and cash equivalents at the Conversion Date.

Note [2] – Accounts Receivable

Accounts receivable consist of credit card receivables, Intercompany receivables, and other receivables on the Debtors' balance sheet. The Liquidation Analysis assumes 100% of credit card receivables are collectable in the High Case and 90% are collectable in the Low Case, consistent with the advance rate on credit card receivables per the borrowing base of the Prepetition ABL Facility. The Liquidation Analysis assumes 75% of other receivables are collectable in the High Case and 25% are in the Low Case. The Prepetition ABL Facility does not include any availability on account of other receivables. Intercompany receivables are not considered due to Intercompany payables in excess of the Intercompany receivable balance.

Note [3] – Inventory

The Liquidation Analysis assumes inventory of approximately \$147.0 million as of the Conversion Date. Inventory is assumed to be sold through orderly going-out-of-business sales using all existing stores. Recovery estimates and timelines are based on a third-party appraisal. Estimated recovery is based on the net recovery on cost of inventory, which accounts for costs related to selling through the inventory such as occupancy, payroll, liquidation fees, freight, and other general selling expenses. The Liquidation Analysis assumes that only 75% of the net recovery on cost of inventory is achieved in the High Case, to account for additional

risk associated with Chapter 7, forced nature of the liquidation, and unfavorable seasonality associated with the proposed liquidation timing. The Liquidation Analysis also assumes that the net recovery on cost of inventory in the Low Case is 20% lower than the third-party appraisal estimate used in the High Case, to account for potential changes in market conditions since the appraisal and incremental risk associated with the forced liquidation. The blended range of recoveries on inventory is between 50.1% and 70.1% of book value.

Note [4] – Prepaid Expenses

Prepaid expenses consist of prepayments for advertising, insurance, rent and other expenses. The Liquidation Analysis assumes 50% of prepaid insurance is recoverable in the High Case and no prepaid expenses are recoverable in the Low Case.

Note [5] – Income Tax Receivable

The Income Tax Receivable represents federal or state tax refunds that the Debtors are entitled to for prior period tax overpayments, subject to the finalization of audits and subsequent payment by relevant tax authorities. The Liquidation Analysis assumes 100% of the estimated refunds are collectable in the High Case but 0% are collectable in the Low Case, due to the risk of audit or position from tax authorities that refunds should be offset against future tax liabilities

Note [6] – Plant, Property and Equipment

PP&E assets primarily consist of Machinery and Equipment, Furniture and Fixtures, Computer Hardware, Leasehold Improvements, and Software.

Machinery and Equipment, Furniture and Fixtures, and Computer Hardware are held across the Debtors' stores, distribution centers, and corporate support center. Recoveries are estimated between 2.5% and 5.0%.

Leasehold Improvements are capitalized improvements to leasehold stores, and Construction in Progress are ongoing improvements and IT projects that have not yet been put into service and started being depreciated. No recoveries are expected for either of these.

Software relates to purchased software, much of which has specific applications to the Debtors' business. No recoveries are expected.

The blended recovery range for PP&E is 2.4% to 4.8% of estimated book value.

Note [7] –Intangibles

Intangibles are comprised wholly of The Container Store Tradenames. The Liquidation Analysis assumes 7% recovery on the fair market value of Intangibles in the High Case and no recovery in the Low Case, as the liquidation value of the Intangibles would be materially lower than fair market value.

Note [8] – Other Assets

Other Long-Term Assets is primarily representative of lease right-of-use assets which are assumed to have zero recovery value. Other Long-Term Assets also includes deposits, investments in subsidiaries, non-qualified retirement plan assets, and other immaterial assets. The blended recovery range for Other Assets is 0.0% to 0.6%.

Note [9] – Equity in Non-Debtor Subsidiaries

Equity in Non-Debtor Subsidiaries represents the estimated value of the Debtors' interest in the Elfa Non-Debtor subsidiaries in a liquidation scenario. The recovery value in the Low Case is assumed to be zero as the Elfa Non-Debtor subsidiary is significantly dependent on the Debtors as a customer to achieve profitability and a sustainable level of cash flow generation. If the Debtors were to liquidate, it is unclear if any party would attribute value to the equity of the Non-Debtor subsidiaries and/or be willing to take on the liabilities of the Non-Debtor subsidiaries. The recovery value in the High Case is assumed to be approximately \$11.5 million. A revenue multiple for manufacturing companies, discounted by 50% for the highly distressed nature of the sale, and further reduced by the funded debt outstanding, was used for the High Case estimate.

II. WIND DOWN COSTS

Note [10] – Chapter 7 – Legal & Advisor Fees

Chapter 7 professional fees include costs for restructuring counsel, local counsel, financial advisor, and other professionals. These fees are allocated pro-rata to the estimated recoveries on ABL and Term Loan priority assets.

Note [11] – Chapter 7 – Trustee Fees

Consistent with statutory guidelines, the chapter 7 trustee fee is estimated at 3% of total distributions to interested parties. These fees are allocated pro-rata to the estimated recoveries on ABL and Term Loan priority assets.

Note [12] – Liquidation Fees & Expenses

Liquidation fees and expenses for realization on Accounts Receivable, PP&E, and Equity in Non-Debtor Subsidiaries are assumed to be 4% of gross recoveries. The Liquidation Analysis assumes the Trustee will retain brokers, auctioneers, and relevant professionals to assist in the marketing and liquidation of these assets. The fees for Accounts Receivable and PP&E liquidation are allocated to ABL recoveries and the fees for Equity in Non-Debtor Subsidiaries liquidation are allocated to Term Loan recoveries.

Note [13] – Accrued Payroll & Payroll Taxes

Accrued payroll and associated taxes are estimates as of the Conversion Date and are assumed to be paid in the normal course as part of the wind down process, as failure to pay these expenses would likely have a destabilizing effect on the orderly wind down of the Debtors' Estates. These costs are allocated pro-rata to the estimated recoveries on ABL and Term Loan priority assets.

Note [14] – Accrued Sales Taxes

Accrued sales taxes are estimates as of the Conversion Date and are assumed to be paid in the normal course as part of the wind down process, as failure to pay these expenses would likely have a destabilizing effect on the orderly wind down of the Debtors' Estates. These costs are allocated to the estimated recoveries on ABL priority assets.

Note [15] – Other Wind Down Costs

Other wind down costs include other corporate overhead required to facilitate the liquidation process, including six (6) months of technology cost required to execute transition of data to Chapter 7 Trustee and professionals, 25% of corporate payroll required to transition of knowledge and support the Chapter 7 Trustee and professionals, sales tax incurred in association with the liquidation of assets during the Chapter 7 period, and other indirect G&A costs associated with the liquidation. The Debtors' would need to incur such costs in order to achieve the estimated recoveries on assets. With the exception of sales tax incurred on liquidation of assets, these costs are allocated pro-rata to the estimated recoveries on ABL and Term Loan priority assets.

Note [16] – Gift Card Realization

Gift cards are assumed to be accepted during the first 30 days of the going-out-of-business sale period to drive traffic to the stores and online channels. It is assumed that 20% to 40% of gross outstanding gift card balances will be redeemed. The gift card realization is allocated to the estimated recoveries on ABL priority assets.

III. SECURED CLAIMS

Note [17] – ABL Claims

The ABL Claims are estimated to be \$88.3 million, based on \$80.0 million of current outstanding borrowings under the Prepetition ABL Facility, \$7.5 million of committed letters of credit, and \$0.8 million of accrued and unpaid interest and fees. All net recoveries from cash, inventory, accounts receivable, and related assets are used to satisfy these claims in full. The Liquidation Analysis estimates 41.4% to 95.2% on the ABL Claims.

Note [18] - Term Loan Claims

The Term Loan Claims are estimated to be \$166.9 million, including \$3.7 million of accrued and unpaid interest and fees. All net recoveries from Equity in Non-Debtor Subsidiaries are used to satisfy these claims in full. Additionally, the Liquidation Analysis

assumes these claims would be paid from any excess proceeds after payment of the ABL Claims in full. The Liquidation Analysis estimates 0% to 4.4% on the Term Loan Claims.

IV. ADMINISTRATIVE AND PRIORITY CLAIMS

Note [19] – Administrative and Priority Claims

Administrative and priority Claims estimates include, but are not limited to, 503(b)(9) Claims, Priority Tax Claims, and accrued expenses and other Administrative Claims as of the Conversion Date. The Liquidation Analysis estimates no recoveries on account of these Claims.

V. UNSECURED CLAIMS

Note [20] – General Unsecured Claims

General Unsecured Claims include estimated trade payables and other accrued expenses, lease rejection damage claims, and various other general unsecured claims. The Liquidation Analysis estimates no recovery to Holders of General Unsecured Claims.

- **Accounts Payable, Accrued Expenses and Other Current Liabilities** represent estimates as of the Conversion Date.
- **Lease rejection damage claims** were calculated as the greater of (a) one year's rent or (b) 15% of the remaining lease term, not to exceed three (3) years' rent.

An internal investigation is underway performed to consider the value of any Affirmative Claims. As of the date hereof, while the Investigation is ongoing, the Debtors have not identified any Affirmative Claims that either exist, are expected to have a material value, or are expected to have immaterial value that would exceed the costs of pursuing such claims. As such, no Affirmative Claims are included.

IT SHOULD BE NOTED THAT NO ORDER OR FINDING HAS BEEN ENTERED OR MADE BY THE BANKRUPTCY COURT ESTIMATING OR OTHERWISE FIXING THE AMOUNT OF CLAIMS AT THE ESTIMATED AMOUNTS OF ALLOWED CLAIMS SET FORTH IN THE LIQUIDATION ANALYSIS. THE ESTIMATE OF THE AMOUNT OF ALLOWED CLAIMS SET FORTH IN THIS LIQUIDATION ANALYSIS SHOULD NOT BE RELIED UPON FOR ANY OTHER PURPOSE, INCLUDING, WITHOUT LIMITATION, ANY DETERMINATION OF THE VALUE OF ANY DISTRIBUTION TO BE MADE ON ACCOUNT OF ALLOWED CLAIMS UNDER THE PLAN. THE ACTUAL AMOUNT OF ALLOWED CLAIMS COULD BE MATERIALLY DIFFERENT FROM THE AMOUNT OF CLAIMS ESTIMATED IN THIS LIQUIDATION ANALYSIS.

EXHIBIT E

Valuation Analysis

THE VALUATION INFORMATION CONTAINED HEREIN IS NOT A PREDICTION OR GUARANTEE OF THE ACTUAL MARKET VALUE THAT MAY BE REALIZED THROUGH THE SALE OF ANY SECURITIES TO BE ISSUED PURSUANT TO THE PLAN. THIS VALUATION IS PRESENTED SOLELY FOR THE PURPOSE OF PROVIDING ADEQUATE INFORMATION AS REQUIRED BY SECTION 1125 OF THE BANKRUPTCY CODE TO ENABLE THE HOLDERS OF CLAIMS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN TO MAKE AN INFORMED JUDGMENT ABOUT THE PLAN AND SHOULD NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE, INCLUDING THE PURCHASE OR SALE OF CLAIMS AGAINST THE DEBTORS OR ANY OF THEIR AFFILIATES.

Solely for purposes of the Plan and the Disclosure Statement,¹ Houlihan Lokey Capital, Inc. (“*Houlihan Lokey*”), as investment banker and financial advisor to the Debtors, has estimated a potential range of total enterprise value (“*Total Enterprise Value*”) and implied equity value (“*Equity Value*”) of the Reorganized Debtors on a going-concern basis and pro forma for the transactions contemplated by the Plan.

In preparing the estimates set forth below, Houlihan Lokey has relied upon the accuracy, completeness, and fairness of financial and other information furnished by the Debtors. Houlihan Lokey did not attempt to independently audit or verify such information, nor did it perform an independent appraisal of the assets or liabilities of the Reorganized Debtors. Houlihan Lokey did not conduct an independent investigation into any of the legal or accounting matters affecting the Reorganized Debtors, and therefore makes no representation as to their potential impact on the Total Enterprise Value.

The valuation information set forth in this section represents a valuation of the Reorganized Debtors based on the application of standard valuation techniques. The estimated values set forth in this section:

- do not purport to constitute an appraisal of the assets of the Reorganized Debtors;
- do not constitute an opinion on the terms and provisions or fairness from a financial point of view to any person of the consideration to be received by such person under the Plan;
- do not constitute a recommendation to any holder of Allowed Claims or Interests as to how such person should vote or otherwise act with respect to the Plan; and
- do not necessarily reflect the actual market value that might be realized through a sale or liquidation of the Reorganized Debtors.

In conducting its analysis, Houlihan Lokey, among other things: (a) reviewed certain publicly available business and financial information relating to the Debtors and the specialty retail industry that Houlihan Lokey deemed relevant; (b) reviewed certain internal information relating to the business, earnings, cash flow, capital expenditures, assets, liabilities, and prospects of the Reorganized Debtors, including the Financial Projections, furnished to Houlihan Lokey by the Debtors; (c) conducted discussions with members of senior management and representatives of the Debtors concerning the matters described in clauses (a) and (b) of this paragraph, as well as their views concerning the Debtors’ and Reorganized Debtors’ business and prospects before and after giving effect to the Plan; (d) reviewed publicly available financial and stock market data for certain other companies in lines of business that Houlihan Lokey deemed relevant; (e) reviewed the financial terms of certain transactions that Houlihan Lokey deemed relevant;

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Disclosure Statement to which this Valuation Analysis is attached.

(f) reviewed drafts of the Plan and related transactional documents; and (g) conducted such other financial studies and analyses and took into account such other information as Houlihan Lokey deemed appropriate.

The estimated values set forth herein assume that the Reorganized Debtors will achieve their Financial Projections in all material respects. Houlihan Lokey has relied on the Debtors' representation that the Financial Projections:

- have been prepared in good faith;
- are based on fully disclosed assumptions, which, in light of the circumstances under which they were made, are reasonable;
- reflect the Debtors' best currently available estimates; and
- reflect the good faith judgments of the Debtors.

Houlihan Lokey does not offer an opinion as to the attainability of the Financial Projections. As disclosed in the Disclosure Statement, the future results of the Reorganized Debtors are dependent upon various factors, many of which are beyond the control or knowledge of the Debtors and Houlihan Lokey, and consequently are inherently difficult to project. This analysis contemplates facts and conditions known and existing as of December 22, 2024, the date of the Disclosure Statement. Events and conditions subsequent to this date, including updated Financial Projections, as well as other factors, could have a substantial effect upon the Total Enterprise Value. Among other things, failure to consummate the Plan in a timely manner may have a materially negative effect on the Total Enterprise Value. For purposes of this valuation, Houlihan Lokey has assumed that no material changes that would affect value will occur between December 22, 2024 and the assumed Effective Date projected for purposes of this valuation of January 31, 2025.

In preparing its valuation, Houlihan Lokey performed a variety of financial analyses and considered a variety of factors. The following is a brief summary of the material financial analyses considered by Houlihan Lokey, which consisted of (a) a comparable public company analysis, (b) a precedent transactions analysis, and (c) a discounted cash flow analysis.

This summary does not purport to be a complete description of the analyses performed and factors considered by Houlihan Lokey. The preparation of a valuation analysis is a complex analytical process involving various judgmental determinations as to the most appropriate and relevant methods of financial analysis and the application of those methods to particular facts and circumstances, and such analyses and judgments are not readily susceptible to summary description. The following valuation analysis must be considered as a whole and selecting just one methodology or portions of the analysis could create misleading or incomplete conclusions as to enterprise value.

Valuation Methodology

The Total Enterprise Value of the Reorganized Debtors was estimated by primarily relying upon three generally accepted valuation techniques: (i) Comparable Company Analysis, and (ii) Precedent Transactions Analysis, and (iii) Discounted Cash Flow ("**DCF**") analysis.

a. Comparable Company Analysis

The comparable company analysis estimates the value of a company based on a relative comparison with other publicly traded companies with similar operating and financial characteristics. A group of publicly traded companies was selected based on similar business and financial characteristics to the Reorganized Debtors. Such characteristics include, but are not limited to, similarity in business and business risks, growth prospects, distribution channels, target demographics, market presence, size, and scale of operations. The selection of appropriate comparable companies is often difficult and relies on certain qualitative judgements, as is the case here. The enterprise value for each selected public company is determined by examining the trading

prices for the equity securities of such company in the public markets and adding the outstanding net debt for such company. Such enterprise values are typically expressed as multiples of various measures of financial and operating statistics, most commonly EBITDA, including projected levels of EBITDA. Multiples and representative EBITDA levels for projected calendar year 2024 and calendar year 2025 were used. The Total Enterprise Value of the Reorganized Debtors is calculated by applying these relevant selected multiples to the Reorganized Debtors' historical financials and Financial Projections.

b. Precedent Transactions Analysis

The precedent transactions analysis involves identifying and examining public merger and acquisition transactions that involved companies whose business and operating characteristics are generally similar to the Reorganized Debtors, although no selected company is either identical or directly comparable to the Reorganized Debtors. From a review of this group, Houlihan Lokey then developed a range of valuation multiples to apply to the Financial Projections to derive a range of implied enterprise values for the Reorganized Debtors' operations.

c. Discounted Cash Flow Analysis

The discounted cash flow analysis is a forward-looking enterprise valuation methodology that estimates the value of an asset or business by calculating the present value of expected future cash flows to be generated by that asset or business. Houlihan Lokey's discounted cash flow analysis used the Financial Projections and their implied after-tax cash flows through March 31, 2029. These cash flows were then discounted at a range of estimated weighted average costs of capital, which was determined by reference to, among other things, the capital structure of selected companies that are similar to the Debtors in certain respects and the estimated cost of equity of selected publicly traded companies that are similar to the Debtors in certain respects. Houlihan Lokey's discounted cash flow analysis also included an estimate of the value of the Reorganized Debtors for the period beyond March 31, 2029, known as the terminal value. The terminal value was calculated using the Gordon Growth Method, applying a perpetual growth rate to the free cash flow in the final year of the projection period. This value was then discounted back to the assumed Effective Date. The growth rate was informed by the long-term growth prospects of the Reorganized Debtors, as well as industry trends and economic conditions. The discounted cash flow analysis involves complex considerations and judgments concerning appropriate terminal values and discount rates.

Estimated Total Enterprise Value and Implied Equity Value

As a result of the analysis described herein, Houlihan Lokey estimated the Total Enterprise Value of the Reorganized Debtors as of the assumed Effective Date of January 31, 2025 to be between approximately \$184 million and \$216 million, with a midpoint of \$200 million. Based on the estimated Total Enterprise Value and assumed net debt of approximately \$176 million as of the Effective Date, the implied Equity Value of the Reorganized Debtors is between approximately \$8 million and \$41 million, with a midpoint of \$24 million.

The estimate of the Total Enterprise Value set forth herein is not necessarily indicative of actual outcomes, which may be significantly more or less favorable than those set forth herein depending on the results of the Debtors' operations or changes in the financial markets. Additionally, these estimates of value represent hypothetical enterprise and equity values of the Reorganized Debtors as the continuing operator of their businesses and assets, and do not purport to reflect or constitute appraisals, liquidation values or estimates of the actual market value that may be realized through the sale of any securities to be issued pursuant to the Plan, which may be significantly different than the amounts set forth herein. Such estimates were developed solely for purposes of formulation and negotiation of the Plan and analysis of implied

relative recoveries to creditors thereunder. The value of an operating business such as the Debtors' business is subject to uncertainties and contingencies that are difficult to predict and will fluctuate with changes in factors affecting the financial condition and prospects of such businesses.

Houlihan Lokey's estimated valuation range of the Reorganized Debtors does not constitute a recommendation to any Holder of Allowed Claims or Interests as to how such person should vote or otherwise act with respect to the Plan. The estimated value of the Reorganized Debtors set forth herein does not constitute an opinion as to the fairness from a financial point of view to any person of the consideration to be received by such person under the Plan or of the terms and provisions of the Plan. Because valuation estimates are inherently subject to uncertainties, none of the Debtors, the Reorganized Debtors, Houlihan Lokey, nor any other person assumes responsibility for their accuracy or any differences between the estimated valuation ranges herein and any actual outcome.

SOLICITATION VERSION

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

----- X
 In re: : Chapter 11
 :
 THE CONTAINER STORE GROUP, INC., *et al.*, : Case No. 24-_____ (____)
 :
 Debtors.¹ : (Joint Administration Requested)
 :
 ----- X

**PREPACKAGED JOINT PLAN OF REORGANIZATION
OF THE CONTAINER STORE GROUP, INC. AND ITS DEBTOR
AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

THIS CHAPTER 11 PLAN IS BEING SOLICITED FOR ACCEPTANCE OR REJECTION IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND WITHIN THE MEANING OF SECTION 1126 OF THE BANKRUPTCY CODE. THIS CHAPTER 11 PLAN SHALL BE SUBMITTED TO THE BANKRUPTCY COURT FOR APPROVAL FOLLOWING SOLICITATION AND THE DEBTORS FILING FOR CHAPTER 11 BANKRUPTCY. NO CHAPTER 11 CASES HAVE BEEN COMMENCED AT THIS TIME. THIS PREPACKAGED PLAN OF REORGANIZATION, AND THE SOLICITATION MATERIALS ACCOMPANYING THIS PLAN, HAVE NOT BEEN APPROVED BY THE BANKRUPTCY COURT AS CONTAINING “ADEQUATE INFORMATION” WITHIN THE MEANING OF SECTION 1125(a) OF THE BANKRUPTCY CODE. UPON COMMENCEMENT OF THE CHAPTER 11 CASES, THE DEBTORS EXPECT TO SEEK PROMPTLY AN ORDER OF THE BANKRUPTCY COURT (1) APPROVING THE ADEQUACY OF THE DISCLOSURE STATEMENT; (2) APPROVING THE SOLICITATION OF VOTES AS HAVING BEEN IN COMPLIANCE WITH SECTIONS 1125 AND 1126(b) OF THE BANKRUPTCY CODE; AND (3) CONFIRMING THE PLAN PURSUANT TO SECTION 1129 OF THE BANKRUPTCY CODE.

¹ The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, Texas 75019.

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Dated: December 21, 2024
Houston, Texas

Proposed Counsel for the Debtors and Debtors in Possession

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**PREPACKAGED JOINT PLAN OF REORGANIZATION OF THE CONTAINER STORE
GROUP, INC. AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE
BANKRUPTCY CODE**

The Container Store Group, Inc. and each of the other debtors and debtors-in-possession in the above-captioned cases (collectively, the “**Debtors**”) propose this Plan (as defined herein) for the treatment and resolution of the outstanding Claims against, and Interests in, the Debtors. Capitalized terms used in this Plan and not otherwise defined have the meanings ascribed to such terms in Article I.A.

Although proposed jointly for administrative purposes, this Plan constitutes a separate Plan for each Debtor for the treatment and resolution of outstanding Claims and Interests therein pursuant to the Bankruptcy Code. The Debtors seek to consummate the Restructuring Transactions on the Effective Date of this Plan. Each Debtor is a proponent of this Plan within the meaning of section 1129 of the Bankruptcy Code. The classifications of Claims and Interests set forth in Article III shall be deemed to apply separately with respect to each Plan proposed by each Debtor, as applicable. This Plan does not contemplate substantive consolidation of any of the Debtors.

Reference is made to the Disclosure Statement for a discussion of the Debtors’ history, businesses, results of operations, historical financial information, projections, and future operations, as well as a summary and analysis of this Plan and certain related matters, including distributions to be made under this Plan. There also are other agreements and documents, which shall be filed with the Bankruptcy Court, that are referenced in this Plan, the Plan Supplement, or the Disclosure Statement as exhibits and schedules. All such exhibits and schedules are incorporated into and are a part of this Plan as if set forth in full herein. Subject to certain restrictions and requirements set forth in 11 U.S.C. § 1127, Fed. R. Bankr. P. 3019, and the terms and conditions set forth in the Transaction Support Agreement and this Plan, the Debtors reserve the right to alter, amend, modify, revoke, or withdraw this Plan before its substantial consummation.

**ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THIS PLAN ARE
ENCOURAGED TO READ THIS PLAN AND THE DISCLOSURE STATEMENT IN THEIR
ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THIS PLAN.**

**Article I.
DEFINED TERMS AND RULES OF INTERPRETATION**

A. *Defined Terms*

The following terms shall have the following meanings when used in capitalized form herein:

1. “**Ad Hoc Group**” means that certain ad hoc group of Holders of Prepetition Term Loan Claims advised by the Ad Hoc Group Advisors, as may be reconstituted from time to time.

2. “**Ad Hoc Group Advisors**” means Paul Hastings LLP, AlixPartners, LLP, Greenhill & Co., LLC., and such other professional advisors as are retained by the Ad Hoc Group with the consent of the Debtors (not to be unreasonably withheld).

3. “**Administrative Claim**” means a Claim for costs and expenses of administration under sections 503(b), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) Professional Fee Claims, to the extent Allowed by the Bankruptcy Court; (c) all fees and charges assessed against the Estates under chapter 123 of title 28 United States Code, 28 U.S.C. §§ 1911-1930; (d) Cure Costs; and (e) Restructuring Fees and Expenses, in

accordance with the Transaction Support Agreement or the DIP/Cash Collateral Orders, as applicable; *provided*, that the foregoing clauses (a) through (e) shall not be interpreted as enlarging the scope of sections 503(b), 507(b), or 1114(e)(2) of the Bankruptcy Code. For the purposes of treatment and distributions under the Plan, if the Transaction Support Agreement remains effective, the DIP Claims shall be subject to Article II(B).

4. “**Affiliate**” means, with respect to any Entity, all Entities that would fall within the definition of an “affiliate” as such term is defined in section 101(2) of the Bankruptcy Code. With respect to any Entity that is not a Debtor, the term “Affiliate” shall apply to such Entity as if the Entity were a Debtor.

5. “**Agents**” means, collectively, the Prepetition Agents, the DIP Agents, and the Exit Facility Agents, in each case including any successors thereto.

6. “**Allowed**” means with respect to any Claim or Interest (or any portion thereof): (a) any Claim or Interest as to which no objection to allowance, priority, or secured status, and no request for estimation or other challenge, including pursuant to section 502(d) of the Bankruptcy Code or otherwise, has been interposed (either in the Bankruptcy Court or in the ordinary course of business) on or before any applicable period of limitation under applicable law or such other applicable period of limitation fixed by the Bankruptcy Court; (b) any Claim or Interest as to which the liability of the Debtors and the amount thereof are determined by a Final Order of the Bankruptcy Court or a court of competent jurisdiction other than the Bankruptcy Court, either before or after the Effective Date, including, for the avoidance of doubt, the DIP/Cash Collateral Orders; or (c) any Claim or Interest expressly deemed Allowed by this Plan. Notwithstanding the foregoing: (x) any Claim or Interest that is expressly disallowed pursuant to this Plan shall not be Allowed unless otherwise ordered by the Bankruptcy Court; (y) unless otherwise specified in this Plan, the Allowed amount of Claims shall be subject to and shall not exceed the limitations under or maximum amounts permitted by the Bankruptcy Code, including sections 502 or 503 of the Bankruptcy Code, to the extent applicable; and (z) the Reorganized Debtors shall retain all claims and defenses with respect to Allowed Claims that are reinstated or otherwise Unimpaired pursuant to this Plan. “Allow,” “Allows,” and “Allowing” shall have correlative meanings.

7. “**Assumed Employee Agreements**” means all existing employment agreements between the Debtors and employees of the Debtors as of the Petition Date.

8. “**Avoidance Actions**” means any and all actual or potential avoidance, recovery, subordination, or similar actions or remedies that may be brought by or on behalf of the Debtors or the Estates under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies arising under chapter 5 and section 724(a) of the Bankruptcy Code of the Bankruptcy Code or under similar or related local, state, federal, or foreign statutes and common law, including fraudulent transfer laws, fraudulent conveyance laws, or other similar related laws, in each case whether or not litigation to prosecute such Claim(s) and Cause(s) of Action was commenced prior to the Effective Date.

9. “**Bankruptcy Code**” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time and as applicable to the Chapter 11 Cases.

10. “**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of Texas, Houston Division, or such other court having jurisdiction over the Chapter 11 Cases.

11. “**Bankruptcy Rules**” means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075, as applicable to the Chapter 11 Cases, the Federal Rules of Civil Procedure, as applicable to the Chapter 11

Cases or any proceedings therein, and the general, local, and chambers rules of the Bankruptcy Court, in each case as amended from time to time and as applicable to the Chapter 11 Cases.

12. “**Business Day**” means any day, other than a Saturday, Sunday, or “legal holiday” (as that term is defined in Bankruptcy Rule 9006(a)), on which commercial banks are open for commercial business with the public in New York City, New York.

13. “**Cash**” means the legal tender of the United States of America or the equivalent thereof.

14. “**Cash Collateral**” has the meaning set forth in section 363(a) of the Bankruptcy Code.

15. “**Causes of Action**” means any action, Claim, cross-claim, third-party claim, cause of action, controversy, dispute demand, right, Lien, indemnity, contribution, interest, guaranty, suit, obligation, liability, lost, debt, fee or expense, damage, judgment, account, defense, offset, power, privilege, proceeding, franchise, remedy, and license of any kind or character whatsoever, whether known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, as applicable, in contract or in tort, in law (whether local, state, or federal U.S. or non-U.S. law) or in equity, or pursuant to any other theory of local, state, or federal U.S. or non-U.S. law. For the avoidance of doubt, “Causes of Action” include: (a) any right of setoff, counterclaim, or recoupment; (b) any Claim based on or relating to, or in any manner arising from, in whole or in part, tort, breach of contract, breach of fiduciary duty, actual or constructive fraudulent transfer or fraudulent conveyance or voidable transaction or similar law, violation of local, state, or federal or non-U.S. law or breach of any duty imposed by law or in equity, including securities laws, negligence, and gross negligence; (c) any Claim pursuant to section 362 or chapter 5 of the Bankruptcy Code or similar local, state, or federal U.S. or non-U.S. law; (d) any Claim or defense including fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; (e) any Avoidance Actions relating to or arising from any state or foreign law pertaining to any Avoidance Action, including preferential transfer, actual or constructive fraudulent transfer, fraudulent conveyance, or similar Claim; (f) the right to object to or otherwise contest Claims or Interests; and (g) any “lender liability” or equitable subordination Claims or defenses.

16. “**Chapter 11 Cases**” means (a) when used with reference to a particular Debtor, the voluntary case Filed for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court and (b) when used with reference to all Debtors, the jointly administered chapter 11 cases for all of the Debtors.

17. “**Claim**” means any claim, as defined in section 101(5) of the Bankruptcy Code. Except where otherwise provided in context, “Claim” refers to such a claim against any of the Debtors.

18. “**Claims Register**” means the official register of Claims and Interests maintained by the Notice and Claims Agent.

19. “**Class**” means a category of Claims or Interests as set forth in Article III pursuant to section 1122(a) of the Bankruptcy Code.

20. “**Combined Hearing**” means the hearing conducted by the Bankruptcy Court to consider the final approval of the Disclosure Statement and final Confirmation of this Plan, as such hearing may be adjourned or continued from time to time.

21. “**Combined Order**” means the order of the Bankruptcy Court approving the Disclosure Statement pursuant to sections 1125, 1126(b), and 1145 of the Bankruptcy Code and confirming this Plan

pursuant to section 1129 of the Bankruptcy Code, which order shall be consistent with the terms and conditions of the Transaction Support Agreement and otherwise in form and substance acceptable to the Debtors and the Required Consenting Term Lenders.

22. “**Compensation and Benefits Programs**” means all employment, confidentiality, and non-competition agreements, bonus, gainshare, and incentive programs (other than awards of equity interests, stock options, restricted stock, restricted stock units, warrants, rights, convertible, exercisable, or exchangeable securities, stock appreciation rights, phantom stock rights, redemption rights, profits interests, equity-based awards, or contractual rights to purchase or acquire equity interest at any time and all rights arising with respect thereto), vacation, holiday pay, severance, retirement, savings, supplemental retirement, executive retirement, pension, deferred compensation, medical, dental, vision, life and disability insurance, flexible spending account, and other health and welfare benefit plans, employee expense reimbursement, and other compensation and benefit obligations of the Debtors, and all amendments and modifications thereto, applicable to the Debtors’ employees, former employees, retirees, and non-employee directors and the employees, former employees, and retirees of their subsidiaries.

23. “**Confirmation**” means the entry of the Combined Order or any Final Order Confirming the Plan entered by the Bankruptcy Court on the docket of the Chapter 11 Cases.

24. “**Confirmation Date**” means the date on which Confirmation occurs.

25. “**Consenting Stakeholders**” means, collectively, the Consenting Stockholders and Consenting Term Lenders.

26. “**Consenting Stockholders**” means Holders (or beneficial holders) of, or nominees, investment managers, investment advisors, or subadvisors to or managers of funds, accounts and/or subaccounts that beneficially hold, or trustees of trusts that beneficially hold, Existing Equity Interests that have executed and delivered counterpart signature pages to the Transaction Support Agreement, or signature pages to a Joinder or Transfer Agreement (as applicable), to counsel to the Debtors and the Ad Hoc Group Advisors.

27. “**Consenting Term Lenders**” means Holders (or beneficial holders) of, or nominees, investment managers, investment advisors, or subadvisors to or managers of funds, accounts and/or subaccounts that beneficially hold, or trustees of trusts that beneficially hold, outstanding Prepetition Term Loan Claims that have executed and delivered counterpart signature pages to the Transaction Support Agreement, or signature pages to a Joinder or Transfer Agreement (as applicable), to counsel to the Debtors and the Ad Hoc Group Advisors.

28. “**Cure Cost**” means any and all amounts, including an amount of \$0.00, required to cure any monetary defaults under any Executory Contract or Unexpired Lease (or such lesser amount as may be agreed upon by the parties under an Executory Contract or Unexpired Lease) that is to be assumed by the Debtors pursuant to sections 365 or 1123 of the Bankruptcy Code.

29. “**D&O Insurance Policies**” means, collectively, all insurance policies (including any “tail coverage” and all agreements, documents, or instruments related thereto) issued at any time to, or providing coverage to, any of the Debtors or any of the Debtors’ current or former directors, members, managers, or officers for alleged Wrongful Acts (as defined in the D&O Insurance Policies), or similarly defined triggering acts, in their capacity as such.

30. “**DIP ABL Credit Facility Documents**” means the DIP/Cash Collateral Orders, the DIP & Exit ABL Commitment Letter, and the DIP ABL Credit Agreement, together with all other related documents,

instruments, and agreements in respect of the DIP Term Loan Facility, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

31. “**DIP Budget**” means the budget for use of the DIP Term Loans, as approved by the Required DIP Term Lenders.

32. “**Debtor Release**” means the releases set forth in Article IX.B.

33. “**Debtors**” has the meaning set forth in the preamble to this Plan.

34. “**Definitive Documents**” means all of the definitive documents necessary to implement the Restructuring Transactions set forth in Section 3.01 of the Transaction Support Agreement, and, in each case, any amendments, modifications, and supplements thereto and any related notes, certificates, agreements, documents, and instruments (as applicable), including, but not limited to: (a) this Plan and all documentation necessary to consummate this Plan, including the Plan Supplement, the Disclosure Statement, the Solicitation Procedures Motion, the Solicitation Procedures Order, the Solicitation Materials, and the Combined Order (including any exhibits or supplements filed with respect to each of the foregoing); (b) the DIP Facilities Documents (including the DIP/Cash Collateral Motion and the DIP/Cash Collateral Orders); (c) the Exit Facilities Documents; (d) the New Organizational Documents; (e) the Restructuring Transaction Steps Memorandum; and (f) all other customary documents delivered in connection with transactions of this type (including any and all material documents, Bankruptcy Court or other judicial or regulatory orders, amendments, supplements, pleadings (including the First Day Pleadings and all orders sought pursuant thereto), motions, filings, exhibits, schedules, appendices, or modifications to any of the foregoing and any related notes, certificates, agreements, and instruments (as applicable) necessary to implement the Restructuring Transactions), which in each case shall be subject to the consent rights set forth in Section 3.02 of the Transaction Support Agreement.

35. “**DIP & Exit ABL Commitment Letter**” means the debtor-in-possession revolving credit facility and exit revolving credit facility commitment letter attached as Exhibit 5 to the Transaction Term Sheet (including all annexes, exhibits, schedules and other attachments thereto).

36. “**DIP ABL Credit Agreement**” means that certain Senior Secured Superpriority Debtor-In-Possession Revolving Credit Agreement in respect of the DIP ABL Credit Facility, substantially in the form attached to the DIP & Exit ABL Commitment Letter, as amended, restated, amended and restated, modified or supplemented for time to time in accordance with the terms thereof.

37. “**DIP ABL Credit Facility**” means the debtor-in-possession revolving credit facility provided by the DIP ABL Lenders.

38. “**DIP ABL Lender**” means Eclipse Business Capital LLC.

39. “**DIP ABL Loan Agent**” means Eclipse Business Capital LLC as the administrative agent and collateral agent under the DIP ABL Credit Agreement.

40. “**DIP ABL Loan Agent Advisors**” means Riemer & Braunstein LLP and Frost Brown Todd LLP and such other professional advisors as are retained by the DIP ABL Loan Agent with the consent of the Debtors (not to be unreasonably withheld).

41. “**DIP ABL Loan Claims**” means any Claim on account of loans and any other obligations arising under or pursuant to the DIP ABL Credit Agreement.

42. “**DIP Agents**” means, the DIP ABL Loan Agent and the DIP Term Loan Agent, collectively.

43. “**DIP Backstop Allocation Schedule**” means the backstop allocation schedule in respect of the DIP Term Loan Facility attached as Exhibit 1 to the Transaction Term Sheet.

44. “**DIP Backstop Parties**” means certain Consenting Term Lenders set forth on the DIP Backstop Allocation Schedule that have agreed to backstop and fund the full amount of the DIP Term Loan Facility.

45. “**DIP Claims**” means (i) DIP ABL Loan Claims and (ii) DIP Term Loan Claims.

46. “**DIP Commitment Premium**” means the Pro Rata Share of a commitment premium that each DIP Term Lender receives in exchange for the DIP Term Lenders’ commitments to fund the New Money DIP Term Loans, which shall equal two percent (2%) of New Money DIP Term Loans paid in kind in the form of New Money DIP Term Loans; *provided*, that any interest on additional DIP Term Loans payable as part of the DIP Commitment Premium shall be payable in kind. The DIP Commitment Premium shall be earned upon the entry of the Interim DIP/Cash Collateral Order, and thereafter constitute DIP Term Loan Claims.

47. “**DIP Credit Agreements**” means (i) the DIP ABL Credit Agreement and (ii) the DIP Term Loan Credit Agreement.

48. “**DIP Equity Premium**” means the pro rata share, based on such Holder’s ratable share of the First-Out DIP Term Loans (as defined in the DIP/Cash Collateral Orders), of an equity premium that each DIP Term Lender receives in exchange for the DIP Term Lenders’ agreement to fund the DIP Term Loan Facility and convert the full amounts of DIP Term Loans (including accrued and unpaid interest) outstanding as of the Effective Date into Exit Term Loans, which shall equal sixty four percent (64%) of the New Equity Interests, subject to dilution by the Management Incentive Plan. The DIP Equity Premium shall be earned on the entry of the Final DIP/Cash Collateral Order and payable on the Effective Date and conversion of such DIP Term Loans to Exit Term Loans.

49. “**DIP Facilities**” means (i) the DIP Term Loan Facility and (ii) the DIP ABL Credit Facility.

50. “**DIP Facilities Documents**” means the DIP Term Loan Facility Documents and the DIP ABL Credit Facility Documents, including the Fronting Letter, DIP/Cash Collateral Motions, the DIP/Cash Collateral Orders, DIP Budget and the DIP Credit Agreements, together with all other related documents, instruments, and agreements delivered or entered into in respect of the DIP Facilities, including, without limitation, any payoff letter in respect of the Prepetition ABL Facility, any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

51. “**DIP Intercreditor Agreement**” has the meaning assigned in the DIP/Cash Collateral Orders.

52. “**DIP Put Option Premium**” means the Pro Rata Share of a backstop premium that each of the DIP Backstop Parties is entitled to receive in exchange for its agreement to backstop the New Money DIP Term Loans, which shall equal five percent (5%) of the New Money DIP Term Loans paid in kind in the form of New Money DIP Term Loans. The DIP Put Option Premium shall be earned on the date of execution of the Transaction Support Agreement, but subject to the entry of the Interim DIP/Cash Collateral Order, and thereafter constitute DIP Term Loan Claims.

53. “**DIP Roll-Up Term Loan Claim**” means any Claim arising under or related to the DIP Roll-Up Term Loans.

54. “**DIP Roll-Up Term Loans**” means the refinanced, on a dollar-for-dollar basis, Prepetition Term Loans in an original aggregate principal amount of \$75 million under the DIP Credit Agreement.

55. “**DIP Term Lenders**” means the lenders holding the DIP Term Loans.

56. “**DIP Term Loan Agent**” means either Acquiom Agency Services LLC as co-administrative agent or Seaport Loan Products LLC, as co-administrative agent and Acquiom Agency Services LLC as collateral agent under the DIP Term Loan Credit Agreement, and any successors, assignees, or delegees thereof.

57. “**DIP Term Loan Agent Advisors**” means Paul Hastings LLP and such other professional advisors as are retained by the DIP Term Loan Agent with the consent of the Debtors (not to be unreasonably withheld).

58. “**DIP Term Loan Claim**” means any and all Claims on account of, arising from, arising under, or related to the DIP Term Loan Facility, the DIP Term Loan Credit Agreement, or the DIP/Cash Collateral Orders, including Claims for the aggregate outstanding principal amount of, plus unpaid interest on, the DIP Term Loans, and all fees (including the DIP Put Option Premium and the DIP Commitment Premium) and other expenses related thereto and arising and payable under the DIP Term Loan Facility, including the DIP Roll-Up Term Loan Claims and the New Money DIP Term Loan Claims.

59. “**DIP Term Loan Credit Agreement**” means that certain Senior Secured Super-Priority Priming Term Loan Debtor-in-Possession Credit Agreement in respect of the DIP Term Loan Facility, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

60. “**DIP Term Loan Facility**” means the senior secured debtor-in-possession credit facility provided by the DIP Term Lenders under the DIP Term Loan Credit Agreement.

61. “**DIP Term Loan Facility Documents**” means the DIP/Cash Collateral Orders, the DIP Term Loan Credit Agreement, and DIP Intercreditor Agreement together with all other related documents, instruments, and agreements in respect of the DIP Term Loan Facility, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

62. “**DIP Term Loans**” means the New Money DIP Term Loans and the DIP Roll-Up Term Loans.

63. “**DIP/Cash Collateral Motion**” means the motion(s) seeking approval of the Debtors’ use of Cash Collateral and requesting approval to obtain the DIP Facilities on terms substantially the same as those set forth in the Transaction Support Agreement (including the term sheets attached thereto) and the DIP Facilities Documents.

64. “**DIP/Cash Collateral Orders**” means, together, the Interim DIP/Cash Collateral Order and Final DIP/Cash Collateral Order.

65. “**Disclosure Statement**” means the disclosure statement for this Plan, including all exhibits and schedules thereto, as amended, supplemented, or modified from time to time in a manner acceptable to the Debtors and Required Consenting Term Lenders, that is prepared and distributed in accordance with sections 1125, 1126(b), and 1145 of the Bankruptcy Code, Bankruptcy Rule 3018, and other applicable law.

66. “**Disputed**” means, with respect to any Claim or Interest, except as otherwise provided herein, a Claim or Interest that is not yet Allowed, but has not yet been disallowed pursuant to this Plan, the Bankruptcy Code, or a Final Order by the Bankruptcy Court or other court of competent jurisdiction.

67. “**Distribution Agent**” means the Reorganized Debtors or any party designated by the Debtors or Reorganized Debtors to serve as distribution agent under this Plan.

68. “**Distribution Record Date**” means, other than with respect to publicly held securities, the date for determining which Holders of Claims are eligible to receive distributions under this Plan on account of Allowed Claims, which date shall be the Confirmation Date or such other date agreed to by the Debtors and the Required DIP Term Lenders, subject to Article VIII.

69. “**DTC**” means the Depository Trust Company or any successor thereto.

70. “**Effective Date**” means the date on which all conditions specified in Article VIII.A have been (a) satisfied or (b) waived pursuant to Article VIII.B. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter with the consent of the Debtors and the Required Consenting Term Lenders.

71. “**Entity**” means an entity as defined in section 101(15) of the Bankruptcy Code.

72. “**Estate**” means, as to each Debtor, the estate created for such Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

73. “**Exchange Act**” means the Securities Exchange Act of 1934, as now in effect or hereafter amended, or any regulations promulgated thereunder.

74. “**Exculpated Party**” means, each in its capacity as such, (a) each Debtor, and (b) solely to the extent they are Estate fiduciaries, each of the Debtors’ Related Parties.

75. “**Executory Contract**” means a contract to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code, other than an Unexpired Lease.

76. “**Existing Equity Interest**” means any issued, unissued, authorized, or outstanding shares or common stock, preferred shares, or other instrument evidencing an ownership interest in the Parent, whether or not transferable, together with any warrants, equity-based awards, or contractual rights to purchase or acquire such equity interests (including under any employment or benefits agreement) at any time and all rights arising with respect thereto that existed immediately before the Effective Date. For the avoidance of doubt, Existing Equity Interests include any equity interests issued to Parent’s current or former employees and non-employee directors, various forms of long-term incentive compensation, including stock options, stock appreciation rights, restricted stock, restricted stock units, performance shares/units, incentive awards, cash awards, and other stock-based awards, in each case, whether vested or unvested.

77. “**Exit ABL Agent**” means Eclipse Business Capital LLC, in its capacity as the agent under the senior secured asset-based revolving credit facility under the Exit ABL Credit Agreement.

78. “**Exit ABL Credit Agreement**” means the credit agreement between Reorganized Parent or its subsidiaries or Affiliates, as applicable, and the lenders party thereto to effectuate the issuance of the Exit ABL Loans.

79. “**Exit ABL Loans**” means loans under the senior secured asset based revolving credit facility under the Exit ABL Credit Agreement.

80. “**Exit Facilities**” means the facilities under which the Exit ABL Loans and Exit Term Loans shall be issued.

81. “**Exit Facilities Documents**” means the DIP & Exit ABL Commitment Letter, Exit Term Loan Documents, and Exit Intercreditor Agreement, together with all other related documents, instruments, and agreements in respect of the Exit Facilities, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

82. “**Exit Facility Agent Advisors**” means Paul Hastings LLP and such other professional advisors as are retained by the Exit Facility Agents with the consent of the Debtors or Reorganized Debtors (not to be unreasonably withheld).

83. “**Exit Facility Agents**” means the Exit ABL Agent and the Exit Term Loan Agent.

84. “**Exit Intercreditor Agreement**” means the intercreditor agreement(s) to be effective as of the Effective Date relating to the Exit Facilities, which may be the Prepetition Intercreditor Agreement or be substantially similar to the Prepetition Intercreditor Agreement.

85. “**Exit Term Lenders**” means the lenders holding the Exit Term Loans.

86. “**Exit Term Loan Agent**” means Acquiom Agency Services LLC, in its capacity as administrative agent and collateral agent under the Exit Term Loan Credit Agreement and any replacement or successor agent thereto.

87. “**Exit Term Loan Credit Agreement**” means the credit agreement between Reorganized Parent or its subsidiaries or Affiliates, as applicable, and the lenders party thereto to effectuate the issuance of the Exit Term Loans.

88. “**Exit Term Loan Documents**” means the Exit Term Loan Credit Agreement and together with all other related documents, instruments, and agreements in respect of the Exit Term Loans, in each case, as amended, restated, modified, or supplemented from time to time.

89. “**Exit Term Loans**” means First-Out Exit Term Loans and Second-Out Exit Term Loans.

90. “**File**” or “**Filed**” or “**Filing**” means file, filed, or filing, respectively, with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

91. “**Final DIP/Cash Collateral Order**” means any order (and all exhibit and schedules thereto, including any budget) entered by the Bankruptcy Court on a final basis: (a) approving the DIP Facilities, the DIP Facilities Documents, and the DIP/Cash Collateral Motion; (b) authorizing the Debtors’ use of Cash Collateral; and (c) providing for adequate protection of secured creditors.

92. “**Final Order**” means an order entered by the Bankruptcy Court or other court of competent jurisdiction: (a) that has not been reversed, stayed, modified, amended, or revoked, and as to which (i) any right to appeal or seek leave to appeal, certiorari, review, reargument, stay, or rehearing has been waived or (ii) the time to appeal or seek leave to appeal, certiorari, review, reargument, stay, or rehearing has expired and no appeal, motion for leave to appeal, or petition for certiorari, review, reargument, stay, or rehearing is pending or (b) as to which an appeal has been taken, a motion for leave to appeal, or petition for certiorari, review, reargument, stay, or rehearing has been filed and (i) such appeal, motion for leave to

appeal or petition for certiorari, review, reargument, stay, or rehearing has been resolved by the highest court to which the order or judgment was appealed or from which leave to appeal, certiorari, review, reargument, stay, or rehearing was sought and (ii) the time to appeal (in the event leave is granted) further or seek leave to appeal, certiorari, further review, reargument, stay, or rehearing has expired and no such appeal, motion for leave to appeal, or petition for certiorari, further review, reargument, stay, or rehearing is pending; *provided*, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not preclude such order from being a Final Order.

93. “**First Day Pleadings**” means any petition, motion, application, or proposed order filed at the commencement of the Chapter 11 Cases that the Debtors determine are necessary or desirable to file with the Bankruptcy Court.

94. “**First-Out Exit Term Loans**” means term loans under the Exit Term Loan Credit Agreement comprising converted New Money DIP Term Loans (inclusive of DIP Term Loans paid as part of the DIP Put Option Premium and the DIP Commitment Premium).

95. “**Fronting Letter**” means the fronting letter with the fronting bank regarding the seasoning or syndication process.

96. “**General Administrative Claim**” means any Administrative Claim, other than a Professional Fee Claim, a Claim for Restructuring Fees and Expenses (in accordance with the Transaction Support Agreement or the DIP/Cash Collateral Orders, as applicable), a DIP Claim, or a Claim for fees and charges assessed against the Estates under chapter 123 of title 28 United States Code, 28 U.S.C. §§ 1911-1930.

97. “**General Unsecured Claim**” means any Unsecured Claim including (a) Claims arising from the rejection of Unexpired Leases or Executory Contracts (if any) and (b) Claims arising from any litigation or other court, administrative, or regulatory proceeding, including damages or judgments entered against, or settlement amounts owing by a Debtor in connection therewith.

98. “**Governance Term Sheet**” means the term sheet setting forth the preliminary material terms in respect of the corporate governance of Reorganized Parent to be included in the Plan Supplement, including all exhibits and schedules thereto, as it may be altered, amended, modified, or supplemented from time to time in accordance with the terms of the Transaction Support Agreement.

99. “**Governmental Unit**” means a governmental unit as defined in section 101(27) of the Bankruptcy Code.

100. “**Holder**” means an Entity holding a Claim or Interest, as applicable.

101. “**Impaired**” means, with respect to any Claim or Interest, a Claim or Interest that is “impaired” within the meaning of section 1124 of the Bankruptcy Code.

102. “**Indemnification Provisions**” means each of the Debtors’ indemnification provisions in effect as of the Petition Date, whether in the Debtors’ memoranda and articles of association, bylaws, certificates of incorporation, other formation documents, board resolutions, management or indemnification agreements, employment contracts, or otherwise providing a basis for any obligation of a Debtor to indemnify, defend, reimburse, or limit the liability of, or to advance fees and expenses to, any of the Debtors’ current and former directors, officers, equity holders, managers, members, employees,

accountants, investment bankers, attorneys, and other professionals of the Debtors, and each of the foregoing solely in their capacity as such.

103. **“Insurance Contracts”** means (a) any and all insurance policies issued at any time to, or that otherwise may provide or may have provided coverage to, any of the Debtors, regardless of whether the insurance policies were issued to a Debtor or to a Debtor’s prior Affiliates, subsidiaries, or parents or otherwise, or to any of their predecessors, successors, or assigns; (b) any and all agreements, documents, surety bonds, or other instruments relating thereto, including any and all agreements with a third party administrator for claims handling, risk control or related services, any and all D&O Insurance Policies, and any and all Workers’ Compensation Contracts; and (c) any and all collateral documents and security agreements securing the Debtor’s obligations under the insurance policies, including, without limitation, escrow accounts, deposit accounts, Cash Collateral, and letters of credit. For the avoidance of doubt, Insurance Contracts include any insurance policies issued at any time to the Debtors’ prior Affiliates, subsidiaries, and parents or otherwise, or to any of their predecessors, successors, or assigns, under which Debtors had, have, or may have any rights solely to the extent of the Debtors’ rights thereunder.

104. **“Insurer”** means any company or other Entity that issued or entered into an Insurance Contract (including any third-party administrator) and any respective predecessors and/or Affiliates thereof.

105. **“Intercompany Claim”** means a prepetition Claim held by a Debtor or Non-Debtor Affiliate against a Debtor.

106. **“Intercompany Interest”** means any issued, unissued, authorized, or outstanding shares of common stock, preferred stock, or other instrument evidencing an ownership interest in any Debtor other than the Parent, whether or not transferable, together with any warrants, equity-based awards, or contractual rights to purchase or acquire such equity interests at any time and all rights arising with respect thereto that existed immediately before the Effective Date.

107. **“Interests”** means any equity security within the meaning of section 101(16) of the Bankruptcy Code, including, collectively, the shares (or any class thereof), common stock, preferred stock, limited liability company interests, membership interests, and any other equity, ownership, or profits interests in any Debtor, and options, warrants, rights, stock appreciation rights, phantom units, incentives, commitments, calls, redemption rights, repurchase rights, or other securities or arrangements to acquire or subscribe for, or which are convertible into, or exercisable or exchangeable for, the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, membership interests, or any other equity, ownership, or profits interests in any Debtor or its Affiliates and subsidiaries (in each case whether or not arising under or in connection with any employment agreement).

108. **“Interim DIP/Cash Collateral Order”** means any order (and all exhibit and schedules thereto, including any budget) entered by the Bankruptcy Court on an interim basis: (a) approving the DIP Facilities, the DIP Facilities Documents, and the DIP/Cash Collateral Motion; (b) authorizing the Debtors’ use of Cash Collateral; and (c) providing for adequate protection of secured creditors.

109. **“Joinder”** means a joinder to the Transaction Support Agreement, substantially in the form attached as Exhibits C or D thereto, providing, among other things, that such Person signatory thereto is bound by the terms of the Transaction Support Agreement to the extent provided therein.

110. **“Lien”** means a lien as defined in section 101(37) of the Bankruptcy Code.

111. **“Local Rules”** means the Bankruptcy Local Rules for the Southern District of Texas.

112. “**Management Incentive Plan**” means, the management incentive plan to be adopted by the Reorganized Board on or around the Effective Date, which shall provide for the issuance of up to 10% of the New Equity Interests to management, key employees, and/or directors of the Reorganized Debtors of the fully diluted New Equity Interests.

113. “**New Equity Interests**” means the outstanding equity interests in Reorganized Parent to be authorized, issued, or reserved on the Effective Date, which interests may be membership interests of a limited liability company or common equity interests of a corporation.

114. “**New Money DIP Term Loan Claim**” means any Claim arising under or related to the New Money DIP Term Loans.

115. “**New Money DIP Term Loans**” means new money loans in an original aggregate principal amount of \$40 million (plus all fees payable in kind) provided by the DIP Term Lenders under the DIP Term Loan Credit Agreement.

116. “**New Organizational Documents**” means the new Organizational Documents of Reorganized Parent and its direct or indirect subsidiaries, after giving effect to the Restructuring Transactions, as applicable, including any shareholders agreement, limited liability company agreement, or similar document.

117. “**Non-Debtor Affiliates**” means all of the Affiliates of the Debtors, other than the other Debtors.

118. “**Notice and Claims Agent**” means Kurtzman Carson Consultants, LLC dba Verita Global, in its capacity as noticing, claims, and solicitation agent for the Debtors, pursuant to an order of the Bankruptcy Court.

119. “**Organizational Documents**” means, with respect to any Person other than a natural person, the organizational and governance documents for each such Person, including, without limitation, certificates of incorporation, certificates of formation, certificates of limited partnership, articles of organization (or equivalent organizational documents), certificates of designation for preferred stock or other forms of preferred equity, by-laws, partnership agreements, operating agreements, limited liability company agreements, shareholders’ agreements, members’ agreement, or equivalent governing documents.

120. “**Other Priority Claim**” means any Allowed Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than: (a) Administrative Claims or (b) Priority Tax Claims.

121. “**Other Secured Claim**” means any Allowed Secured Claim other than the DIP ABL Loan Claims, DIP Term Loan Claims, Prepetition ABL Claims and Prepetition Term Loan Claims.

122. “**Parent**” means The Container Store Group, Inc., a Delaware corporation with a mailing address of 500 Freeport Parkway, Coppell, TX 75019.

123. “**Person**” means a person as defined in section 101(41) of the Bankruptcy Code.

124. “**Petition Date**” means the date on which the Debtors file their voluntary chapter 11 petitions, which is expected to occur on or about December 22, 2024.

125. “**Plan**” means this prepackaged joint plan of reorganization under chapter 11 of the Bankruptcy Code, as it may be altered, amended, modified, or supplemented from time to time in accordance with the terms of the Transaction Support Agreement, the Bankruptcy Code, the Bankruptcy Rules, or the terms hereof, as the case may be, and the Plan Supplement, which is incorporated herein by reference, including all exhibits and schedules hereto and thereto.

126. “**Plan Supplement**” means one or more supplemental appendices to this Plan, which shall include, among other things, draft forms of documents (or terms sheets thereof), schedules, and exhibits to this Plan, in each case subject to the provisions of the Transaction Support Agreement, the Transaction Term Sheet, or the DIP & Exit ABL Commitment Letter, as applicable, and as may be amended, modified, or supplemented from time to time on or before the Effective Date, including the following documents: (a) the New Organizational Documents, (b) the Exit Facilities Documents, (c) to the extent known and determined, a document disclosing the identity of the members of the Reorganized Board, (d) the Rejected Executory Contract/Unexpired Lease List, (e) a schedule of retained Causes of Action, (f) the Governance Term Sheet; (g) the Restructuring Transaction Steps Memorandum; and (h) such other documents as may be specified in this Plan.

127. “**Plan Supplement Filing Date**” means the date on which the Plan Supplement is Filed with the Bankruptcy Court, which shall be at least five (5) Business Days before the deadline to File objections to Confirmation.

128. “**Prepetition ABL Claims**” means any and all Claims arising under, derived from, or based upon the Prepetition ABL Facility including, without limitation, all Obligations (as defined in the Prepetition ABL Credit Agreement).

129. “**Prepetition ABL Credit Agreement**” means that certain Credit Agreement, dated as of April 6, 2012, as amended by that certain Amendment No. 1, dated as of April 8, 2013, that certain Amendment No. 2, dated as of October 8, 2015, that certain Amendment No. 3, dated as of May 20, 2016, that certain Amendment No. 4, dated as of August 18, 2017, that certain Amendment No. 5, dated as of November 25, 2020, and that certain Amendment No. 6, dated as of May 22, 2023 (as may be further amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof).

130. “**Prepetition ABL Facility**” means the senior secured asset based revolving credit facility under the Prepetition ABL Credit Agreement.

131. “**Prepetition ABL Facility Agent**” means JPMorgan Chase Bank, N.A., in its capacity as administrative agent and collateral agent under the Prepetition ABL Facility, and any replacement or successor agent thereto.

132. “**Prepetition ABL Facility Agent Advisors**” means Simpson Thacher & Bartlett LLP, as legal counsel, Berkeley Research Group, LLC, as financial advisor, and such other professional advisors as are retained by the Prepetition ABL Facility Agent or the Exit ABL Agent with the consent of the Debtors (not to be unreasonably withheld).

133. “**Prepetition ABL Facility Documents**” means the Prepetition ABL Credit Agreement together with all other related documents, instruments, and agreements in respect of the Prepetition ABL Facility, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

134. “**Prepetition ABL Lenders**” means Holders of, or nominees, investment managers, investment advisors, or subadvisors to funds and/or accounts that hold, or trustees of trusts that hold, the outstanding Prepetition ABL Claims.

135. “**Prepetition ABL Loans**” means the loans under the Prepetition ABL Facility, consisting of all Claims and obligations arising under or related to the \$100 million Prepetition ABL Facility, including (i) an aggregate principal amount of approximately \$80 million of borrowings outstanding thereunder and (ii) approximately \$20 million of undrawn revolving commitments (including \$7.533 million in issued and outstanding letters of credit) plus, in each case, any accrued but unpaid fees and interest in respect thereof.

136. “**Prepetition Agents**” means the Prepetition ABL Facility Agent and the Prepetition Term Loan Agent.

137. “**Prepetition Intercreditor Agreement**” means that certain Intercreditor Agreement, dated as of April 6, 2012, as amended by that certain Amendment No. 1, dated as of April 8, 2013, relating to the Prepetition Term Loans, the Prepetition ABL Facility, as amended, restated, modified, or supplemented from time to time.

138. “**Prepetition Term Loan Agent**” means JPMorgan Chase Bank, N.A., in its capacity as administrative agent and collateral agent under the Prepetition Term Loan Credit Agreement and any replacement or successor agent thereto.

139. “**Prepetition Term Loan Agent Advisors**” means Simpson Thacher & Bartlett LLP and such other professional advisors as are retained by the Prepetition Term Loan Agent with the consent of the Debtors (not to be unreasonably withheld).

140. “**Prepetition Term Loan Claims**” means Claims arising under or related to the Prepetition Term Loan Credit Agreement.

141. “**Prepetition Term Loan Credit Agreement**” means that certain Credit Agreement, dated as of April 6, 2012, as amended by that certain Amendment No. 1 dated as of April 8, 2013, that certain Amendment No. 2 dated as of November 27, 2013, that certain Amendment No. 3 dated as of May 20, 2016, that certain Amendment No. 4 dated as of August 18, 2017, that certain Amendment No. 5 dated as of September 14, 2018, that certain Amendment No. 6 dated as of October 8, 2018, that certain Amendment No. 7 dated as of November 25, 2020, that certain Amendment No. 8 dated as of June 14, 2023, and that certain Amendment No. 9 dated as of October 8, 2024, as may be amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

142. “**Prepetition Term Loan Documents**” means the Prepetition Term Loan Credit Agreement together with all other related documents, instruments, and agreements in respect of the Prepetition Term Loans, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

143. “**Prepetition Term Loans**” means the senior secured first-lien term loans issued pursuant to the Prepetition Term Loan Credit Agreement.

144. “**Priority Tax Claim**” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

145. “**Pro Rata Share**” means, with respect to any distribution on account of an Allowed Claim, a distribution equal in amount to the ratio (expressed as a percentage) that the amount of such Allowed Claim bears to the aggregate amount of all Allowed Claims in its Class.

146. “**Professional Fee Claim**” means a Claim by a Retained Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date under sections 328, 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code (subject to any applicable agreements by such Retained Professional with respect thereto).

147. “**Professional Fee Escrow Account**” means a segregated interest-bearing account funded by the Debtors with Cash no later than two (2) Business Days before the anticipated Effective Date in an amount equal to the Professional Fee Escrow Amount.

148. “**Professional Fee Escrow Amount**” means the aggregate amount of Professional Fee Claims and other unpaid fees and expenses the Retained Professionals have incurred or shall incur in rendering services in connection with the Chapter 11 Cases before and as of the Effective Date, which shall be estimated pursuant to the method set forth in Article II.A.2.

149. “**Proof of Claim**” means a proof of Claim Filed against any Debtor in the Chapter 11 Cases.

150. “**Reinstatement**” means, with respect to Claims and Interests, that the Claim or Interest shall be rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code. “Reinstated” shall have a correlative meaning.

151. “**Rejected Executory Contract/Unexpired Lease List**” means the list of Executory Contracts and/or Unexpired Leases (including any amendments or modifications thereto), if any, that shall be rejected pursuant to this Plan, which shall be filed with the Plan Supplement.

152. “**Rejection Damages Claim**” means a Claim arising from the rejection of an Executory Contract or Unexpired Lease for which the Holder is required to file a Proof of Claim pursuant to Article V of this Plan.

153. “**Related Parties**” means, with respect to an Entity, each of, and in each case in its capacity as such, such Entity’s current and former Affiliates, and such Entity’s and such Affiliates’ current and former members, directors, managers, officers, proxyholders, control persons, investment committee members, special committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds (including any beneficial holders for the account of whom such funds are managed), predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, Representatives, investment managers, and other professionals and advisors, each in their capacity as such, and any such Person’s or Entity’s respective heirs, executors, estates, and nominees.

154. “**Release Opt-Out Form**” means the form to be provided to certain Holders of Claims through which such Holders may elect to affirmatively opt out of the Third-Party Release.

155. “**Released Party**” means, collectively, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each Non-Debtor Affiliate; (d) each of the Debtors’ and Non-Debtor Affiliates’ current and former directors, officers, and proxyholders; (e) each Consenting Stakeholder; (f) each Prepetition Agent; (g) each DIP Agent; (h) each DIP Term Lender; (i) the DIP ABL Lender; (j) each Exit Facility Agent; (k) each lender under the Exit Facilities; (l) each Releasing Party; and (m) each Related Party of each Entity in clauses (a) through (l); *provided*, that, in each case, an Entity shall not be a Released Party if it (a) elects to opt out of the Third-Party Release as provided on its respective Release Opt-Out Form, (b) timely Files with the Bankruptcy Court on the docket of the Chapter 11 Cases an objection to the Third-Party Release that is not withdrawn or resolved before Confirmation or (c) provides to the Debtors by electronic mail an informal objection and such objection is not withdrawn or resolved before Confirmation; *provided, further*, that, for the avoidance of doubt, any opt-out election made by a Consenting Stakeholder shall be void *ab initio*.

156. “**Releases**” means, collectively, the Debtor Release and the Third-Party Release as set forth in Article IX.

157. “**Releasing Parties**” means, collectively, each of, and in each case in its capacity as such: (a) each Non-Debtor Affiliate; (b) each of the Debtors’ and Non-Debtor Affiliates’ current and former directors, officers, and proxyholders; (c) each Consenting Stakeholder; (d) each Prepetition Agents; (e) each DIP Agent; (f) each DIP Term Lender; (g) the DIP ABL Lender; (h) each Exit Facility Agent; (i) each lender under the Exit Facilities; (j) each Holder of a Claim or Interest in a Class (other than Holders of Rejection Damages Claims) that does not affirmatively elect to opt out of the Releases contained in this Plan or that does not (i) timely file with the Bankruptcy Court on the docket of the Chapter 11 Cases an objection to the Third-Party Release that is not withdrawn or resolved before Confirmation or (ii) provide to the Debtors by electronic mail an informal objection and such objection is not withdrawn or resolved before Confirmation; and (k) each Related Party of each Entity in clauses (a) through (j); *provided*, that, for the avoidance of doubt, any opt-out election made by a Consenting Stakeholder shall be void *ab initio*.

158. “**Reorganized Board**” means the initial board of directors or similar governing body of the Reorganized Parent appointed in accordance with the terms of the New Organizational Documents.

159. “**Reorganized Debtors**” means, on or after the Effective Date, the Debtors, as reorganized pursuant to and under this Plan, or any successor thereto, after giving effect to the transactions implementing this Plan.

160. “**Reorganized Parent**” means, on or after the Effective Date, The Container Store Group, Inc. or any other Entity designated as such that will, directly or indirectly, own 100% of the New Equity Interests in, or substantially all of the assets of, The Container Store Group, Inc. upon consummation of the Restructuring Transactions, as mutually agreed by the Debtors and the Required Consenting Lenders.

161. “**Representatives**” means, with respect to any Person, such Person’s Affiliates and its and their directors, officers, members, partners, managers, employees, agents, investment bankers, attorneys, accountants, advisors, investment advisors, investors, managed accounts or funds, management companies, fund advisors, advisory board members, professionals, and other representatives, in each case, solely in their capacities as such.

162. “**Required Consenting Lenders**” means the Required Consenting Term Lenders and the Required DIP Term Lenders.

163. “**Required Consenting Term Lenders**” means, as of any time, Consenting Term Lenders that are members of the Ad Hoc Group holding at least 66 2/3% of the Prepetition Term Loan Claims that are held by Consenting Term Lenders that are members of the Ad Hoc Group at such time.

164. “**Required DIP Term Lenders**” means, as of any time, DIP Term Lenders holding at least fifty and one hundredth percent (50.01%) of the aggregate outstanding principal amount and commitments of the DIP Term Loan Facility at such time.

165. “**Restructuring Fees and Expenses**” means all reasonable and documented fees and expenses of the (a) Agents; (b) Prepetition Term Loan Agent Advisors; (c) DIP Term Loan Agent Advisors; (d) Exit Facility Agent Advisors; and (e) Ad Hoc Group Advisors in each case, payable in accordance with the terms hereof, the applicable engagement and/or fee letters with the Debtors, the Transaction Support Agreement, the DIP Facilities Documents, the Prepetition Term Loan Documents, the DIP & Exit ABL Commitment Letter, and the Interim DIP/Cash Collateral Order, as applicable, and subject to any order of the Bankruptcy Court and any other applicable agreements by such party with respect thereto.

166. “**Restructuring Transaction Steps Memorandum**” means the document setting forth the sequence of certain Restructuring Transactions.

167. “**Restructuring Transactions**” means the transactions described in Article IV.B.

168. “**Retained Professional**” means an Entity: (a) employed in the Chapter 11 Cases pursuant to a Final Order in accordance with sections 327 and/or 1103 of the Bankruptcy Code and to be compensated for services rendered before the Effective Date, pursuant to sections 327, 328, 329, 330, or 331 of the Bankruptcy Code; or (b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to sections 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

169. “**SEC**” means the United States Securities and Exchange Commission.

170. “**Second-Out Exit Term Loans**” means term loans under the Exit Term Loan Credit Agreement comprising converted DIP Roll-Up Term Loans.

171. “**Secured Claim**” means a Claim: (a) secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor’s interest in the Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or (b) otherwise Allowed pursuant to this Plan or order of the Bankruptcy Court as a Secured Claim.

172. “**Securities**” means any instruments that qualify as a “security” under Section 2(a)(1) of the Securities Act.

173. “**Securities Act**” means the Securities Act of 1933, as now in effect or hereafter amended, or any regulations promulgated thereunder.

174. “**Solicitation Materials**” means any documents, forms, ballots, notices, and other materials provided in connection with the solicitation of votes on this Plan pursuant to sections 1125 and 1126 of the Bankruptcy Code.

175. “**Solicitation Procedures Motion**” means the *Emergency Motion of Debtors for Entry of Order (I) Scheduling Combined Hearing to Consider (A) Final Approval of Disclosure Statement, (B) Approval of Solicitation Procedures and Form of Ballot, and (C) Confirmation of Plan; (II) Establishing an Objection Deadline to Object to Disclosure Statement and Plan; (III) Approving the Form and Manner of Notice of Combined Hearing, Objection Deadline, and Notice of Commencement; (IV) Approving Notice and Objection Procedures for the Assumption or Rejection of Executory Contracts and Unexpired Leases; (V) Conditionally Waiving Requirement of Filing Schedules of Assets and Liabilities, Statements of Financial Affairs, and 2015.3 Reports; (VI) Conditionally Waiving Requirement to Convene the Section 341 Meeting of Creditors; (VII) Conditionally Approving the Disclosure Statement and (VIII) Granting Related Relief* to be filed on the Petition Date.

176. “**Solicitation Procedures Order**” means an order of the Bankruptcy Court granting the relief requested in the Solicitation Procedures Motion.

177. “**Subordinated Claim**” means any Claim against the Debtors that is subject to subordination under section 509(c), section 510(b), or section 510(c) of the Bankruptcy Code, including any Claim for reimbursement, indemnification, or contribution (except indemnification or reimbursement Claims assumed hereunder). For the avoidance of doubt, Subordinated Claim includes any Claim arising out of or related to any agreement for the purchase or sale of securities of the Debtors or any of its Affiliates or any agreements related or ancillary to such agreement for the purchase or sale of securities of the Debtors or any of its Affiliates.

178. “**Third-Party Release**” means the releases given by the Releasing Parties to the Released Parties in Article IX.C.

179. “**Transaction Support Agreement**” means that certain Transaction Support Agreement entered into on December 21, 2024, among the Debtors, Consenting Stockholders and the Consenting Term Lenders and any exhibits, schedules, attachments, or appendices thereto (in each case, as such may be amended, modified, or supplemented in accordance with its terms).

180. “**Transaction Term Sheet**” means the term sheet attached as Exhibit B to the Transaction Support Agreement, together with the exhibits and appendices annexed thereto.

181. “**Transfer Agreement**” means the transfer agreement, substantially in the form attached as Exhibit D to the Transaction Support Agreement, providing, among other things, that a transferee is bound by the terms of the Transaction Support Agreement.

182. “**Unexpired Lease**” means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 or 1123 of the Bankruptcy Code.

183. “**Unimpaired**” means, with respect to a Claim, Interest, or Class of Claims or Interests, not “impaired” within the meaning of sections 1123(a)(4) and 1124 of the Bankruptcy Code.

184. “**United States**” means the United States of America, its agencies, departments, or agents.

185. “**United States Trustee**” means the Office of the United States Trustee for the Southern District of Texas.

186. “**United States Trustee Statutory Fees**” means all fees due under 28 U.S.C § 1930(a)(6).

187. “**Unsecured Claim**” means a Claim that is not secured by a Lien on property in which one of the Debtors’ Estates has an interest.

188. “**Voting Class**” means Class 3 (Prepetition Term Loan Claims).

189. “**Workers’ Compensation Contracts**” means the Debtors’ written contracts, agreements, agreements of indemnity, self-insured workers’ compensation bonds, policies, programs, and plans for workers’ compensation and workers’ compensation Insurance Contracts.

B. *Rules of Interpretation*

1. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) unless otherwise specified, any reference herein to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed, or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented; (d) any reference to any Entity as a Holder of a Claim or Interest includes that Entity’s successors and assigns; (e) unless otherwise specified, all references herein to “Articles” are references to Articles of this Plan; (f) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to this Plan in its entirety rather than to a particular portion of this Plan; (g) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, or other agreement or document created or entered into in connection with this Plan, the rights and obligations arising pursuant to this Plan shall be governed by, and construed and enforced in accordance with, applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (h) unless otherwise specified, the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words “without limitation”; (i) references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable state limited liability company laws; (j) any reference to directors or board of directors includes managers, managing members or any similar governing body, as the context requires, and references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable limited liability company Laws; (k) references to “Proofs of Claim,” “Holders of Claims,” “Disputed Claims,” and the like shall include “Proofs of Interests,” “Holders of Interests,” “Disputed Interests,” and the like, as applicable; (l) captions and headings to Articles and subdivisions thereof are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (m) unless otherwise specified, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (n) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (o) unless otherwise specified, all references to statutes, regulations, orders, rules of courts, and the like shall mean as in effect on the Effective Date and as applicable to the Chapter 11 Cases; (p) any effectuating provisions may be interpreted by the Reorganized Debtors in such a manner that is consistent with the overall purpose and intent of this Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity, and such interpretation shall control; (q) references to docket numbers are references to the docket numbers of documents Filed in the Chapter 11 Cases under the Bankruptcy Court’s CM/ECF system; and (r) all references herein to consent, acceptance, or approval may be conveyed by counsel for the respective parties that have such consent, acceptance, or approval rights, including by electronic mail.

2. Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to this Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day. Unless otherwise specified herein, any references to the “Effective Date” shall mean the Effective Date or as soon as reasonably practicable thereafter.

3. All references in this Plan to monetary figures refer to currency of the United States, unless otherwise expressly provided.

4. Except as otherwise specifically provided in this Plan to the contrary, references in this Plan to the “Debtors” or to the “Reorganized Debtors” mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

C. *Consent Rights*

Notwithstanding anything to the contrary in this Plan, the Combined Order, or the Disclosure Statement, any and all consent, consultation, and approval rights set forth in the Transaction Support Agreement and the DIP & Exit ABL Commitment Letter, including rights and limitations with respect to the form and substance of any Definitive Document (including any amendments, restatements, supplements, or other modifications to such documents, and any consents, waivers, or other deviations under or from any such documents) shall be incorporated herein by this reference (including to the applicable definitions in Article I.A) and fully enforceable as if stated in full herein. In case of a conflict with respect to consent, consultation, or approval rights between the Transaction Support Agreement or a Plan Document, on the one hand, and the Plan, on the other hand, the former shall control and govern.

D. *Appendices and Plan Supplement*

The Plan Supplement and appendices to this Plan are incorporated into this Plan by reference and are a part of this Plan as if set forth in full herein. The documents contained in the exhibits and Plan Supplement shall be approved by the Bankruptcy Court pursuant to the Combined Order.

E. *Deemed Acts*

Whenever an act or event is expressed under this Plan to have been deemed done or to have occurred, it shall be deemed to have been done or to have occurred by virtue of this Plan and/or Combined Order without any further act by any party.

Article II.

**ADMINISTRATIVE CLAIMS, DIP CLAIMS, PRIORITY TAX CLAIMS,
OTHER PRIORITY CLAIMS, AND UNITED STATES TRUSTEE STATUTORY FEES**

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Claims, Priority Tax Claims, and Other Priority Claims have not been classified and thus are excluded from the Classes of Claims and Interests set forth in Article III.

A Claim or Interest is placed in a particular Class only to the extent that such Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. To the extent applicable, a Claim or Interest is placed in a particular Class for all purposes, including voting, Confirmation and distribution under this Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code. However, a Claim or Interest is placed in a particular Class for the purpose of receiving distributions (if any) under this Plan only

to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest and has not been paid, released or otherwise settled prior to the Effective Date.

A. *Administrative Claims*

1. General Administrative Claims

Subject to the terms of the Transaction Support Agreement, the Combined Order, and the provisions of sections 328, 330(a), and 331 of the Bankruptcy Code, except to the extent that a Holder of an Allowed General Administrative Claim and the applicable Debtor(s) or Reorganized Debtor(s), as applicable, agree to less favorable treatment with respect to such Allowed General Administrative Claim, each Holder of an Allowed General Administrative Claim shall receive, in full and final satisfaction of its General Administrative Claim, an amount in Cash equal to the unpaid amount of such Allowed General Administrative Claim in accordance with the following: (a) if such General Administrative Claim is Allowed on or before the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter or, if not then due, when such Allowed General Administrative Claim is due or as soon as reasonably practicable thereafter; (b) if such General Administrative Claim is Allowed after the Effective Date, on the date such General Administrative Claim is Allowed or as soon as reasonably practicable thereafter or, if not then due, when such Allowed General Administrative Claim is due or as soon as reasonably practicable thereafter; (c) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Reorganized Debtors, as the case may be; or (d) at such time and upon such terms as set forth in an order of the Bankruptcy Court; *provided*, that Allowed General Administrative Claims that arise in the ordinary course of the Debtors' businesses during the Chapter 11 Cases shall be paid by such applicable Debtor or Reorganized Debtor in full in Cash in the ordinary course of business in accordance with the terms and conditions of any controlling agreements, course of dealing, course of business, or industry practice without further notice to or order of the Bankruptcy Court. Nothing in the foregoing or otherwise in this Plan shall prejudice the Debtors' or the Reorganized Debtors' rights and defenses regarding any asserted General Administrative Claim.

2. Professional Fee Claims

a. *Professional Fee Applications*

All final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred before the Effective Date must be Filed no later than thirty (30) days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, the Bankruptcy Rules, and prior Bankruptcy Court orders. Subject to any applicable agreements by the Retained Professionals with respect to Professional Fee Claims, the Reorganized Debtors shall pay Professional Fee Claims owing to the Retained Professionals in Cash in the amount the Bankruptcy Court Allows from funds held in the Professional Fee Escrow Account, as soon as reasonably practicable after such Professional Fee Claims are Allowed by entry of an order of the Bankruptcy Court; *provided*, that the Debtors' and the Reorganized Debtors' obligations to pay Allowed Professional Fee Claims shall not be limited or deemed limited to funds held in the Professional Fee Escrow Account. To the extent that funds held in the Professional Fee Escrow Account are insufficient to satisfy the Allowed amount of Professional Fee Claims owing to the Retained Professionals, the Reorganized Debtors shall pay such amounts within ten (10) Business Days of entry of the order approving such Professional Fee Claims.

b. *Professional Fee Escrow Account*

No later than the anticipated Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Escrow Amount.

The Professional Fee Escrow Account shall be maintained in trust solely for the Retained Professionals and for no other Entities until all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full in Cash pursuant to one or more Final Orders of the Bankruptcy Court. No Liens, Claims, or Interests shall encumber the Professional Fee Escrow Account or Cash held in the Professional Fee Escrow Account in any way. No funds held in the Professional Fee Escrow Account shall be property of the Estates of the Debtors or the Reorganized Debtors. When all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full in Cash pursuant to one or more Final Orders of the Bankruptcy Court, any remaining funds held in the Professional Fee Escrow Account shall be remitted to the Reorganized Debtors without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity being required.

c. *Professional Fee Escrow Amount*

No later than five (5) days before the anticipated Effective Date, each Retained Professional shall deliver to the Debtors a reasonable and good-faith estimate of their unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Effective Date projected to be outstanding as of the anticipated Effective Date. For the avoidance of doubt, no such estimate shall be considered or deemed an admission or limitation with respect to the amount of the fees and expenses that are the subject of a Retained Professional's final request for payment of Professional Fee Claims Filed with the Bankruptcy Court, and such Retained Professionals are not bound to any extent by the estimates. If a Retained Professional does not provide an estimate, the Debtors may estimate the unpaid and unbilled fees and expenses of such Retained Professional. The total aggregate amount so estimated to be outstanding as of the anticipated Effective Date shall be utilized by the Debtors to determine the amount to be funded to the Professional Fee Escrow Account; *provided*, that the Reorganized Debtors shall use Cash on hand to increase the amount of the Professional Fee Escrow Account to the extent fee applications are Filed after the Effective Date in excess of the amount held in the Professional Fee Escrow Account based on such estimates.

For the avoidance of doubt, the terms of this Article II.A.2.c shall not apply to the parties entitled to receive the Restructuring Fees and Expenses, which are authorized to be paid in accordance with the Combined Order, this Plan, engagement and/or fee letters with the Debtors, the Transaction Support Agreement, the DIP Facilities Documents, and the DIP & Exit ABL Commitment Letter (as applicable).

B. *DIP Claims*

Except to the extent that a Holder of an Allowed DIP Term Loan Claim and the Debtors have agreed in writing to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and the discharge of each DIP Term Loan Claim, each Holder of a DIP Term Loan Claim shall receive, on the Effective Date and on account of such DIP Term Loan Claim, its: (a) pro rata share, based on such Holder's ratable share of the First-Out DIP Term Loans (as defined in the DIP/Cash Collateral Orders), of 64% of the New Equity Interests on account of the DIP Equity Premium (subject to dilution on account of the MIP), and (b) Pro Rata Share of the Exit Term Loans. All Holders of DIP Term Loan Claims have consented to their treatment under this Plan pursuant to the terms of the Transaction Support Agreement and the applicable DIP Facilities Documents.

Except to the extent that a Holder of an Allowed DIP ABL Loan Claim and the Debtors have agreed in writing to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and the discharge of each DIP ABL Loan Claim, each Holder of a DIP ABL Loan Claim (a) shall receive on the Effective Date and on account of such DIP ABL Loan Claim, its Pro Rata Share of the Exit ABL Loans or (b) shall receive, in full and final satisfaction, settlement, release and discharge of, and in exchange for such DIP ABL Loan Claims, payment in full in Cash as part of a refinancing in full on terms acceptable to the Company Parties and the Required Consenting Term Lenders. All Holders of DIP ABL Loan Claims

have consented to their treatment under this Plan pursuant to the terms of the Transaction Support Agreement and the applicable DIP Facilities Documents.

C. *Priority Tax Claims*

Except to the extent that a Holder of an Allowed Priority Tax Claim and the Debtor(s) against which such Allowed Priority Tax Claim is asserted (i) agree to a less favorable treatment, or (ii) has already been paid during the Chapter 11 Cases on account of such Priority Tax Claim, in exchange for full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code. Nothing in the foregoing or otherwise in this Plan shall prejudice the Debtors' or the Reorganized Debtors' rights and defenses regarding any asserted Priority Tax Claim.

D. *Other Priority Claims*

Except to the extent that a Holder of an Allowed Other Priority Claim and the Debtor(s) against which such Allowed Other Priority Claim is asserted agree to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and the discharge of each Allowed Other Priority Claim, each Holder of an Allowed Other Priority Claim due and payable on or before the Effective Date shall receive, as soon as reasonably practicable after the Effective Date, on account of such Claim: (1) Cash in an amount equal to the amount of such Allowed Other Priority Claim; (2) Reinstatement or such other treatment rendering its Allowed Other Priority Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code; or (3) Cash in an amount agreed to by the applicable Debtor or Reorganized Debtor, as applicable, and such Holder. To the extent any Allowed Other Priority Claim is not due and owing on or before the Effective Date, such Claim shall be paid in full in Cash in accordance with the terms of any agreement between the Debtors (or the Reorganized Debtors, as applicable) and such Holder, or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business. Nothing in the foregoing or otherwise in this Plan shall prejudice the Debtors' or the Reorganized Debtors' rights and defenses regarding any asserted Other Priority Claim.

E. *United States Trustee Statutory Fees*

The Debtors and the Reorganized Debtors, as applicable, shall pay all United States Trustee Statutory Fees, for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

F. *Restructuring Fees and Expenses*

The Restructuring Fees and Expenses incurred, or estimated to be incurred, up to and including the Effective Date (or, with respect to necessary post-Effective Date activities, after the Effective Date), shall be paid in full in Cash on the Effective Date in accordance with, and subject to, the terms of the Transaction Support Agreement or the DIP/Cash Collateral Orders, as applicable (unless otherwise provided in any other order of the Bankruptcy Court), without any requirement to file a fee application with the Bankruptcy Court or without any requirement for Bankruptcy Court or United States Trustee review or approval (unless otherwise provided in any other order of the Bankruptcy Court), or without notice and a hearing pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise. All Restructuring Fees and Expenses to be paid on the Effective Date shall be estimated before and as of the Effective Date and such estimates shall be delivered to the Debtors at least three (3) days before the anticipated Effective Date; *provided, however*, that such estimates shall not be considered an admission or limitation with respect to such Restructuring Fees and Expenses. On the Effective Date, or as soon as practicable thereafter, final invoices for all Restructuring Fees and Expenses incurred before and as of the Effective Date shall be submitted to the

Debtors. In addition, the Debtors and the Reorganized Debtors, as applicable, shall continue to pay, when due and payable in the ordinary course, pre-Effective Date Restructuring Fees and Expenses related to this Plan and the implementation, consummation, and defense of this Plan and the Restructuring Transactions, incurred before the Effective Date, in accordance with any engagement and/or fee letters with the Debtors, the Transaction Support Agreement, the DIP Facilities Documents, and the DIP & Exit ABL Commitment Letter (as applicable).

G. *Post-Effective Date Fees and Expenses*

Except as otherwise specifically provided in the Plan, from and after the Effective Date, the Reorganized Debtors may, in the ordinary course of business and without any further notice to or action, order or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to the implementation and consummation of the Plan incurred by the Reorganized Debtors following the Effective Date that are agreed to be paid by the Reorganized Debtors. Without in any way limiting the foregoing, the Reorganized Debtors will pay in Cash all reasonable and documented fees and expenses of the Ad Hoc Group Advisors in accordance with the terms of the Transaction Support Agreement. Upon the Effective Date, any requirement that Retained Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Reorganized Debtors may employ and pay any professional for services rendered or expenses incurred after the Effective Date in the ordinary course of business without any further notice to or action, order or approval of the Bankruptcy Court.

Article III.

CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. *Classification of Claims*

This Plan constitutes a separate chapter 11 Plan of reorganization for each Debtor. The provisions of this Article III govern Claims against and Interests in the Debtors. Except for the Claims addressed in Article II (or as otherwise set forth herein), all Claims and Interests are placed in Classes for each of the applicable Debtors. For all purposes under this Plan, each Class shall exist for each of the Debtors; *provided*, that any Class that is vacant as to a particular Debtor shall be treated in accordance with Article III.G. In accordance with section 1123(a)(1) of the Bankruptcy Code, the Debtors have not classified Administrative Claims, DIP Claims, Priority Tax Claims, and Other Priority Claims as described in Article II.

The categories of Claims and Interests listed below classify Claims and Interests for all purposes, including voting, Confirmation, and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. This Plan deems a Claim or Interest to be classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. A Claim or an Interest is in a particular Class only to the extent that any such Claim or Interest is Allowed in that Class and has not been paid or otherwise settled before the Effective Date.

Summary of Classification and Treatment of Claims and Interests

Class	Claim	Status	Voting Rights
1	Other Secured Claims	Unimpaired	Presumed to Accept

2	Prepetition ABL Claims	Unimpaired	Presumed to Accept
3	<i>Prepetition Term Loan Claims</i>	<i>Impaired</i>	<i>Entitled to Vote</i>
4	General Unsecured Claims	Unimpaired	Presumed to Accept
5	Subordinated Claims	Impaired	Deemed to Reject
6	Intercompany Claims	Impaired / Unimpaired	Deemed to Reject / Presumed to Accept
7	Intercompany Interests	Impaired / Unimpaired	Deemed to Reject / Presumed to Accept
8	Existing Equity Interests	Impaired	Deemed to Reject

B. *Treatment of Claims and Interests*

1. *Class 1 — Other Secured Claims*

- a. *Classification:* Class 1 consists of all Other Secured Claims.
- b. *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Other Secured Claim, each Holder of an Allowed Other Secured Claim, at the option of the applicable Debtor (with the consent of the Required Consenting Term Lenders), shall, on the Effective Date, (i) be paid in full in Cash including the payment of any interest required to be paid under section 506(b) of the Bankruptcy Code, (ii) receive the collateral securing its Allowed Other Secured Claim, or (iii) receive any other treatment that would render such Claim Unimpaired.
- c. *Voting:* Class 1 is Unimpaired, and Holders of Other Secured Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Other Secured Claims are not entitled to vote to accept or reject this Plan. Holders of Other Secured Claims shall be provided a Release Opt-Out Form solely for purposes of affirmatively opting out of the Third-Party Release.

2. *Class 2 — Prepetition ABL Claims*

- a. *Classification:* Class 2 consists of all Prepetition ABL Claims.
- b. *Allowance:* any “Obligations” (as defined in the Prepetition ABL Credit Agreement) outstanding as of the Effective Date shall be Allowed pursuant to the terms of the Prepetition ABL Credit Agreement.
- c. *Treatment:* Upon the ABL Refinancing (as defined in the Interim DIP/Cash Collateral Order), each Holder of an Allowed Prepetition ABL Claim shall have received, in full and final satisfaction, settlement, release and discharge of, and in exchange for such Allowed Prepetition ABL Claim, payment in full in Cash

(including the replacement or Cash collateralization of all issued and undrawn letters of credit in accordance with and in the amounts specified under the Prepetition ABL Credit Agreement). To the extent any “Obligations” (as defined in the Prepetition ABL Credit Agreement) are outstanding on the Effective Date, the Claims on account of such “Obligations” shall receive treatment as necessary to render such Claims Unimpaired, including repayment in Cash of any such Claims required to be satisfied in Cash pursuant to the terms of the Prepetition ABL Credit Agreement.

- d. *Voting:* Class 2 is Unimpaired, and Holders of Prepetition ABL Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Prepetition ABL Claims are not entitled to vote to accept or reject this Plan. Holders of Prepetition ABL Claims shall be provided a Release Opt-Out Form solely for purposes of affirmatively opting out of the Third-Party Release.

3. *Class 3 — Prepetition Term Loan Claims*

- a. *Classification:* Class 3 consists of all Prepetition Term Loan Claims.
- b. *Allowance:* Prepetition Term Loan Claims shall be deemed Allowed in the aggregate principal amount of \$163,125,321.74 plus any accrued and unpaid interest as of the Petition Date, *less* the amount of Prepetition Term Loan Claims converted into DIP Roll-Up Term Loan Claims.
- c. *Treatment:* Except to the extent that a Holder of a Prepetition Term Loan Claim agrees to less favorable treatment, on the Effective Date, each Holder of an Allowed Prepetition Term Loan Claim shall receive, in full and final satisfaction, settlement, release, and discharge and in exchange for each Allowed Prepetition Term Loan Claim, its Pro Rata Share of 100% of the New Equity Interests, subject to dilution by the Management Incentive Plan and the DIP Equity Premium.
- d. *Voting:* Class 3 is Impaired, and Holders of Prepetition Term Loan Claims are entitled to vote to accept or reject this Plan.

4. *Class 4 — General Unsecured Claims*

- a. *Classification:* Class 4 consists of all General Unsecured Claims.
- b. *Treatment:* Subject to Article V.C and except to the extent that a Holder of a General Unsecured Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge and in exchange for each Allowed General Unsecured Claim, each Holder of an Allowed General Unsecured Claim against a Debtor shall receive payment in full in Cash in accordance with applicable law and the terms and conditions of the particular transaction giving rise to, or the agreement that governs, such Allowed General Unsecured Claim on the later of (i) the date due in the ordinary course of business or (ii) the Effective Date; *provided, however*, that no Holder of an Allowed General Unsecured Claim shall receive any distribution for any Claim that has previously been satisfied pursuant to a Final Order of the Bankruptcy Court.
- c. *Voting:* Class 4 is Unimpaired, and Holders of General Unsecured Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of

the Bankruptcy Code. Therefore, Holders of General Unsecured Claims are not entitled to vote to accept or reject this Plan. Holders of General Unsecured Claims shall be provided a Release Opt-Out Form solely for purposes of affirmatively opting out of the Third-Party Release.

5. Class 5 — Subordinated Claims

- a. *Classification:* Class 5 consists of all Subordinated Claims.
- b. *Treatment:* On the Effective Date, each Subordinated Claim shall be cancelled, released and extinguished, and each Holder of a Subordinated Claim shall not receive or retain any distribution, property, or other value on account of its Subordinated Claim.
- c. *Voting:* Class 5 is Impaired and not receiving any distribution under this Plan, and Holders of Subordinated Claims are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Subordinated Claims are not entitled to vote to accept or reject this Plan.

6. Class 6 — Intercompany Claims

- a. *Classification:* Class 6 consists of all Intercompany Claims.
- b. *Treatment:* No property shall be distributed to the Holders of Allowed Intercompany Claims. Unless otherwise provided for under this Plan, on the Effective Date, at the option of the applicable Debtor with the consent of the Required Consenting Lenders, Intercompany Claims shall be either: (i) Reinstated; or (ii) set off, settled, distributed, contributed, merged, canceled, or released. For the avoidance of doubt, all Intercompany Claims between Debtors and Non-Debtor Affiliates shall ride through and continue in full force and effect unless otherwise agreed by the applicable Debtor and Non-Debtor Affiliate.
- c. *Voting:* Class 6 is either (i) Unimpaired, in which case Holders of Allowed Intercompany Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code, or (ii) Impaired, and not receiving any distribution under this Plan, in which case Holders of Allowed Intercompany Claims are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, in each case, Holders of Allowed Intercompany Claims are not entitled to vote to accept or reject this Plan.

7. Class 7 — Intercompany Interests

- a. *Classification:* Class 7 consists of all Intercompany Interests.
- b. *Treatment:* No property shall be distributed to the Holders of Allowed Intercompany Interests. Unless otherwise provided for under this Plan, on the Effective Date, at the option of the applicable Debtor with the consent of the Required Consenting Lenders, Intercompany Interests shall be either: (i) Reinstated; or (ii) set off, settled, distributed, contributed, merged, canceled, or released.
- c. *Voting:* Class 7 is either (i) Unimpaired, in which case Holders of Allowed Intercompany Interests are conclusively presumed to have accepted this Plan

pursuant to section 1126(f) of the Bankruptcy Code, or (ii) Impaired, and not receiving any distribution under this Plan, in which case Holders of Allowed Intercompany Interests are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, in each case, Holders of Allowed Intercompany Interests are not entitled to vote to accept or reject this Plan.

8. Class 8 — Existing Equity Interests

- a. *Classification:* Class 8 consists of all Existing Equity Interests.
- b. *Treatment:* Holders of Existing Equity Interests are not entitled to receive a recovery or distribution on account of such Existing Equity Interests. On the Effective Date, Existing Equity Interests shall be canceled, released, discharged, and extinguished, and shall be of no further force or effect.
- c. *Voting:* Class 8 is Impaired and not receiving any distribution under this Plan, and Holders of Existing Equity Interests are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Existing Equity Interests are not entitled to vote to accept or reject this Plan.

C. Acceptance or Rejection of this Plan

1. Presumed Acceptance of this Plan

Claims in Classes 1, 2 and 4 are Unimpaired under this Plan and their Holders are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Claims in Classes 1, 2 and 4 are not entitled to vote on this Plan and the votes of such Holders shall not be solicited. Notwithstanding their non-voting status, Holders of such Claims shall receive a Release Opt-Out Form solely for purposes of affirmatively opting out of the Third-Party Release.

2. Voting Classes

Claims in Class 3 are Impaired under this Plan and the Holders of Allowed Claims in such Class are entitled to vote to accept or reject this Plan, including by acting through a voting Representative. For purposes of determining acceptance and rejection of this Plan, votes shall be tabulated on a Debtor-by-Debtor basis.

Pursuant to section 1126(c) of the Bankruptcy Code, an Impaired Class of Claims shall have accepted this Plan if (a) the Holders, including Holders acting through a voting Representative, of at least two-thirds (2/3) in amount of Claims actually voting in such Class have voted to accept this Plan and (b) the Holders, including Holders acting through a voting Representative, of more than one-half (1/2) in number of Claims actually voting in such Class have voted to accept this Plan. Holders of Claims in Class 3 (or, if applicable, the voting Representatives of such Holders) shall receive ballots containing detailed voting instructions. For the avoidance of doubt, each Claim in any Class entitled to vote to accept or reject this Plan that is not Allowed pursuant to this Plan, and in each case, is wholly contingent, unliquidated, or Disputed, in each case, shall be accorded one (1) vote and valued at one dollar (\$1.00) for voting purposes only, and not for purposes of allowance or distribution.

3. Deemed Rejection of this Plan

Claims and Interests in Class 5 and 8 are Impaired and will receive no distribution under this Plan and are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Claims and Interests in Classes 5 and 8 are not entitled to vote on this Plan and the votes of such

Holders shall not be solicited. Notwithstanding their non-voting status, Holders of such Claims and Interests shall receive a Release Opt-Out Form solely for purposes of affirmatively opting out of the Third-Party Release.

4. Presumed Acceptance of this Plan or Deemed Rejection of this Plan

Claims and Interests in Classes 6 and 7 are either (a) Unimpaired and, therefore, conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code, or (b) Impaired and shall receive no distributions under this Plan and, therefore, deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Claims and Interests in Classes 6 and 7 are not entitled to vote on this Plan and votes of such Holders shall not be solicited.

D. *Confirmation Pursuant to Section 1129(a)(10) and 1129(b) of the Bankruptcy Code*

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of this Plan by an Impaired Class of Claims entitled to vote (*i.e.*, Class 3). The Debtors shall seek Confirmation pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify this Plan in accordance with Article XI to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and Bankruptcy Rules.

E. *Subordinated Claims*

The allowance, classification, and treatment of all Allowed Claims and Interests, and the respective distributions and treatments under this Plan, shall take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, sections 509 or 510 of the Bankruptcy Code, or otherwise; *provided*, that, notwithstanding the foregoing, such Allowed Claims or Interests and their respective treatments set forth herein shall not be subject to setoff, demand, recharacterization, turnover, disgorgement, avoidance, or other similar rights of recovery asserted by any Person. Pursuant to section 510 of the Bankruptcy Code, except where otherwise provided herein, the Reorganized Debtors reserve the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination rights relating thereto. The Debtors or Reorganized Debtors, as applicable, reserve the right to seek a ruling from the Bankruptcy Court determining whether any Claim should be subordinated pursuant to section 510(b) of the Bankruptcy Code and treated under the Plan as a Class 5 Subordinated Claim.

F. *Special Provision Governing Unimpaired Claims*

Except as otherwise provided herein, nothing under this Plan shall affect or limit the Debtors' or the Reorganized Debtors' rights and defenses (whether legal or equitable) in respect of any Unimpaired Claims, including, without limitation, all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

G. *Vacant and Abstaining Classes*

Any Class of Claims or Interests that is not occupied as of the commencement of the Combined Hearing by an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed under Bankruptcy Rule 3018 shall be deemed eliminated from this Plan for purposes of voting to accept or reject this Plan and for purposes of determining acceptance or rejection of this Plan by such Class pursuant to

section 1129(a)(8) of the Bankruptcy Code. Moreover, any Class of Claims that is occupied as of the commencement of the Combined Hearing by an Allowed Claim or a Claim temporarily Allowed under Bankruptcy Rule 3018, but as to which no vote is cast, shall be deemed to accept this Plan pursuant to section 1129(a)(8) of the Bankruptcy Code.

H. *Controversy Concerning Impairment*

If a controversy arises as to whether any Claim or Interest (or any Class of Claims or Interests) are Impaired under this Plan, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date, absent consensual resolution of such controversy consistent with the Transaction Support Agreement among the Debtors and the complaining Entity or Entities.

I. *Intercompany Interests and Intercompany Claims*

To the extent Intercompany Interests and Intercompany Claims are Reinstated under this Plan, distributions on account of such Intercompany Interests and Intercompany Claims are not being received by Holders of such Intercompany Interests or Intercompany Interests on account of their Intercompany Interests or Intercompany Claims, but for the purposes of administrative convenience and to maintain the Debtors' (and their Affiliates') corporate structure, for the ultimate benefit of the Holders of New Equity Interests, to preserve ordinary course intercompany operations, and in exchange for the Debtors' and Reorganized Debtors' agreement under this Plan to make certain distributions to the Holders of Allowed Claims.

J. *Disputed Claims Process*

Notwithstanding section 502(a) of the Bankruptcy Code, and in light of the Unimpaired status of all Allowed General Unsecured Claims under this Plan, Holders of Claims (other than Holders of Rejection Damages Claims) need not File Proofs of Claim. The Reorganized Debtors and the Holders of Claims shall determine, adjudicate, and resolve any disputes over the validity and amounts of such Claims in the ordinary course of business as if the Chapter 11 Cases had not been commenced except that (unless expressly waived pursuant to this Plan) the Allowed amount of such Claims shall be subject to the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 and 503 of the Bankruptcy Code, to the extent applicable. All Proofs of Claim Filed in these Chapter 11 Cases (other than Rejection Damages Claims) shall be considered objected to and Disputed without further action by the Debtors. Upon the Effective Date, all Proofs of Claim Filed against the Debtors (other than Rejection Damages Claims), regardless of the time of filing, and including Proofs of Claim Filed after the Effective Date, shall be deemed withdrawn and expunged, other than as provided below. Notwithstanding anything in this Plan to the contrary, disputes regarding the amount of any Cure Cost pursuant to section 365 of the Bankruptcy Code and Claims that the Debtors seek to have determined by the Bankruptcy Court, shall in all cases be determined by the Bankruptcy Court.

Notwithstanding the foregoing, the Debtors and the Reorganized Debtors, as applicable, reserve the right to object to any Claim that is entitled, or deemed to be entitled, to a distribution under this Plan or is rendered Unimpaired under this Plan in the Bankruptcy Court. Any disputes regarding the Allowance of a Rejection Damages Claim shall be determined by the Bankruptcy Court.

For the avoidance of doubt, there is no requirement to File a Proof of Claim (or move the Bankruptcy Court for Allowance) to be an Allowed Claim under this Plan. Notwithstanding the foregoing, Entities must File Cure Cost objections as set forth in this Plan to the extent such Entity disputes the amount of the Cure Cost proposed to be paid by the Debtors or the Reorganized Debtors to a counterparty, and Entities that are counterparties to a rejected Executory Contract or Unexpired Lease must file a Rejection Damages Claim as set forth in the Plan.

Article IV.
MEANS FOR IMPLEMENTATION OF THIS PLAN

A. *General Settlement of Claims and Interests*

In consideration for the classification, distributions, releases, and other benefits provided under this Plan, on the Effective Date, the provisions of this Plan shall constitute a set of integrated, good-faith compromises and settlements of all Claims, Interests, Causes of Action, and controversies resolved pursuant to this Plan and this Plan shall be deemed a motion to approve the good-faith compromises and settlements of all Claims, Interests, Causes of Action, and controversies pursuant to Bankruptcy Rule 9019. Entry of the Combined Order shall constitute the Bankruptcy Court's approval of such compromises and settlements under Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such integrated compromises or settlements are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests, and are fair, equitable, and reasonable. Subject to Article VI, distributions made to Holders of Allowed Claims in any Class are intended to be and shall be final and indefeasible and shall not be subject to avoidance, turnover, or recovery by any other Person. Notwithstanding the foregoing or similar provisions of this Plan with respect to settlements, such settlements are approved as among the parties to such settlement or similar agreements thereto, and the treatment of all Claims and Interests is approved pursuant to Confirmation by satisfying the requirement of section 1129 of the Bankruptcy Code.

B. *Restructuring Transactions*

Without limiting any rights and remedies of the Debtors or Reorganized Debtors under this Plan or applicable law, but in all cases subject to the terms and conditions of the Transaction Support Agreement, the Transaction Term Sheet, and Definitive Documents and any consents or approvals required thereunder, the entry of the Combined Order shall constitute authorization for the Debtors and Reorganized Debtors, as applicable, to take, or to cause to be taken, all actions necessary or appropriate to consummate and implement the provisions of this Plan before, on, and after the Effective Date, including such actions as may be necessary or appropriate to effectuate a corporate restructuring of their respective businesses and to otherwise simplify the overall corporate structure of the Reorganized Debtors. Such restructuring may include (1) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, disposition, liquidation, or dissolution containing terms that are consistent with the terms of this Plan, the Transaction Support Agreement, the Transaction Term Sheet, and the other Definitive Documents and that satisfy the applicable requirements of applicable state law and such other terms to which the applicable Entities may agree; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, duty, or obligation on terms consistent with the terms of this Plan, the Transaction Support Agreement, the Transaction Term Sheet, and the other Definitive Documents and having such other terms to which the applicable Entities may agree; (3) the execution, delivery, and filing, if applicable, of the New Organizational Documents and the Exit Facilities Documents; (4) the filing of appropriate certificates or articles of conversion, formation, incorporation, merger, consolidation, or dissolution with the appropriate governmental authorities pursuant to applicable state law; and (5) all other actions that the Debtors, the Reorganized Debtors and/or the applicable Entities reasonably determine to be necessary or appropriate, including making filings or recordings that may be required by applicable state law or foreign law in connection with such transactions, but in all cases subject to the terms and conditions of this Plan, the Transaction Support Agreement, the Transaction Term Sheet, and the other Definitive Documents and any consents or approvals required thereunder.

The Combined Order shall and shall be deemed to, pursuant to both section 1123 and section 363 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the

Restructuring Transactions (including any other transaction described in, approved by, contemplated by, or necessary to effectuate this Plan).

C. *Corporate Existence*

Except as otherwise provided in this Plan, or as otherwise may be agreed between the Debtors and the Required Consenting Lenders, each Debtor, as a Reorganized Debtor, shall continue to exist after the Effective Date as a separate corporate Entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each Debtor is incorporated or formed and pursuant to the respective memorandum and articles of association, certificate of incorporation and bylaws (or other formation documents) in effect before the Effective Date, except to the extent such memorandum and articles of association, certificate of incorporation and bylaws (or other formation documents) are amended by this Plan, by the Debtors, or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to this Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law), without prejudice to any right to alter or terminate such existence (whether by merger or otherwise) in accordance with such applicable law.

On or after the Effective Date, without prejudice to the rights of any party to a contract or other agreement with any Reorganized Debtor, each Reorganized Debtor may, without the need for approval of the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, take such action as permitted by applicable law, and such Reorganized Debtor's Organizational Documents, as such Reorganized Debtor may determine is reasonable and appropriate, including, without limitation, causing: (a) a Reorganized Debtor to be merged into another Reorganized Debtor or an Affiliate of a Reorganized Debtor; (b) a Reorganized Debtor to be dissolved; (c) the conversion of a Reorganized Debtor from one entity type to another entity type; (d) the legal name of a Reorganized Debtor to be changed; (e) the closure of a Reorganized Debtor's Chapter 11 Case on the Effective Date or any time thereafter; or (f) the reincorporation of a Reorganized Debtor under the law of jurisdictions other than the law under which the applicable Debtor currently is incorporated.

D. *Vesting of Assets in the Reorganized Debtors Free and Clear of Liens and Claims*

Except as otherwise expressly provided in this Plan or any agreement, instrument, or other document incorporated herein pursuant to sections 1123(a)(5), 1123(b)(3), 1141(b) and (c), and other applicable provisions of the Bankruptcy Code, on and after the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to this Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, other encumbrances or interests, except for those Liens, Claims, charges, or other encumbrances arising from or related to the Exit Facility Documents. On and after the Effective Date, the Reorganized Debtors may (1) operate their respective businesses, (2) use, acquire, and dispose of their respective property, and (3) prosecute, compromise or settle any Claims, Interests, or Causes of Action, in each case without notice to, supervision of, or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, including for the avoidance of doubt any restrictions on the use, acquisition, sale, lease, or disposal of property under section 363 of the Bankruptcy Code. Anything in this Plan to the contrary notwithstanding, the Unimpaired Claims against a Debtor shall remain the obligations solely of such Debtor or such Reorganized Debtor and shall not become obligations of any other Debtor or Reorganized Debtor by virtue of this Plan, the Chapter 11 Cases, or otherwise.

E. *Cancellation of Existing Agreements and Existing Equity Interests.*

On the Effective Date, except with respect to the Exit Facilities Documents, or to the extent otherwise provided in this Plan, the Combined Order, or any other Definitive Document, all notes, bonds, indentures, certificates, securities, purchase rights, options, warrants, calls, puts, awards, commitments, registration rights, preemptive rights, rights of first refusal, rights of first offer, co-sale rights, investor rights, collateral agreements, subordination agreements, or other instruments or documents directly or indirectly evidencing, creating, or relating to any existing indebtedness or obligations of or ownership interest in the Debtors or giving rise to any rights or obligations relating to Claims against or Interests in the Debtors shall be deemed canceled and surrendered, and the obligations of the Debtors or the Reorganized Debtors, as applicable, and any Non-Debtor Affiliates thereunder or in any way related thereto shall be deemed satisfied in full, released, and discharged and the obligations of the Debtors pursuant, relating, or pertaining to any agreements, notes, bonds, indentures, certificates, securities, purchase rights, options, warrants, calls, puts, awards, commitments, registration rights, preemptive rights, rights of first refusal, rights of first offer, co-sale rights, investor rights, collateral agreements, subordination agreements, or other instruments or documents directly or indirectly evidencing, creating, or relating to any existing indebtedness or obligations of or ownership interest in the Debtors or giving rise to any rights or obligations relating to Claims against or Interests in the Debtors (except such agreements, certificates, notes, or other instruments evidencing indebtedness or obligations of the Debtors that are specifically Reinstated or assumed pursuant to this Plan, if any) shall be released and discharged; *provided*, that, notwithstanding such cancellation, satisfaction, release, and discharge, anything to the contrary contained in this Plan or the Combined Order, Confirmation, or the occurrence of the Effective Date, any such document or instrument that governs the rights, claims, or remedies of the Holder of a Claim or Interest shall continue in effect solely for purposes of: (1) enabling the Holder of such Claim or Interest to receive distributions on account of such Claim or Interest under this Plan as provided herein; (2) allowing and preserving the rights of the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to make distributions as specified under this Plan on account of Allowed Claims, as applicable, including allowing the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to submit invoices for any amount and enforce any obligation owed to them under this Plan to the extent authorized or allowed by the applicable documents; (3) permitting the Reorganized Debtors and any other Distribution Agent, as applicable, to make distributions on account of applicable Claims and Interests, as applicable; (4) preserving the Prepetition Agents', DIP Agents', and Exit Facility Agents', as applicable, rights, if any, to compensation and indemnification as against any money or property distributable to the Holders of Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims, as applicable, including permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to maintain, enforce, and exercise any priority of payment or charging liens against such distributions each pursuant and subject to the terms of the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and DIP Credit Agreement, as applicable, as in effect on or immediately before the Effective Date, (5) preserving all rights, remedies, indemnities, powers, and protections, including rights of enforcement, of the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, against any person other than a Released Party (which Released Parties include the Debtors, Reorganized Debtors, and Non-Debtor Affiliates), and any exculpations of the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable; *provided*, that the Prepetition Agents, DIP Agents, and Exit Facility Agents, shall remain entitled to indemnification or contribution from the Holders of Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims, each pursuant and subject to the terms of the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and DIP Credit Agreement, as applicable, as in effect on the Effective Date, (6) permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to enforce any obligation (if any) owed to them under this Plan, (7) permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents to appear in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court, and (8) permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents, to perform any functions that are necessary to effectuate the foregoing; *provided, however*, that nothing in this Article

IV shall affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Combined Order, or this Plan, or (except as set forth in (5) above) the releases of the Released Parties pursuant to Article IX, or result in any expense or liability to the Debtors or Reorganized Debtors, as applicable, except as expressly provided for in this Plan. For the avoidance of doubt, nothing in this Article IV shall cause the Reorganized Debtors' obligations under the Exit Facilities Documents to be deemed satisfied in full, released, or discharged; *provided*, that notwithstanding this sentence, the Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims shall be deemed satisfied in full, released, and discharged on the Effective Date. In furtherance of the foregoing, as of the Effective Date, Holders of Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims shall be deemed to have released any such Claims against the Reorganized Debtors under the Prepetition ABL Facility Documents, Prepetition Term Loan Documents, and DIP Facilities Documents and are enjoined from pursuing any such claims against any of the Reorganized Debtors in respect of such Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims.

On the Effective Date, the Prepetition Agents, the DIP Agents, and each of their respective directors, officers, employees, agents, Affiliates, controlling persons, and legal and financial advisors shall be automatically and fully released and discharged from any further responsibility under the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and DIP Credit Agreement, as applicable. The Prepetition Agents, DIP Agents, and each of their respective directors, officers, employees, agents, Affiliates, controlling persons, and legal and financial advisors shall be discharged and shall have no further obligation or liability except as provided in this Plan and the Combined Order, and after the performance by the Prepetition Agents, DIP Agents, and their Representatives and professionals of any obligations and duties required under or related to this Plan or the Combined Order, the Prepetition Agents, DIP Agents, and each of their respective directors, officers, employees, agents, Affiliates, controlling persons, and legal and financial advisors shall be relieved of and released from any obligations and duties arising thereunder. The fees, expenses, and costs of the Prepetition Agents and the DIP Agents, including fees, expenses, and costs of each of their respective professionals incurred after the Effective Date in connection with the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, or DIP Credit Agreement, as applicable, and reasonable and documented fees, costs, and expenses associated with effectuating distributions pursuant to this Plan, including the fees and expenses of counsel, if any, shall be paid in accordance with the terms of this Plan and the applicable Definitive Documents.

F. *Sources for Plan Distributions and Transfers of Funds Among Debtors*

The Debtors shall fund Cash distributions under this Plan with Cash on hand, including Cash from operations, and the proceeds of the DIP Facilities and Exit Facilities. The Debtors shall make non-Cash distributions as required under the Plan in the form of Exit Term Loans, Exit ABL Loans and New Equity Interests. Cash payments to be made pursuant to this Plan shall be made by the Reorganized Debtors in accordance with Article VI. Subject to any applicable limitations set forth in any post-Effective Date agreement (including the New Organizational Documents), the Reorganized Debtors shall be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Reorganized Debtors to satisfy their obligations under this Plan. Except as set forth herein, any changes in intercompany account balances resulting from such transfers shall be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and shall not violate the terms of this Plan.

From and after the Effective Date, the Reorganized Debtors, subject to any applicable limitations set forth in any post-Effective Date agreement (including the New Organizational Documents and the Exit Facilities Documents), shall have the right and authority without further order of the Bankruptcy Court to raise additional capital and obtain additional financing in accordance with, and subject to, applicable law.

G. *Exit Facilities and Exit Facilities Documents*

To the extent required and subject to the occurrence of the Effective Date, Confirmation of this Plan shall be deemed to constitute approval by the Bankruptcy Court of the Exit Facilities Documents (including all transactions contemplated thereby, such as any supplementation or syndication of the Exit Term Loans, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the incurrence of Liens securing the Exit Facilities and the payment of all fees, payments, indemnities, and expenses associated therewith) and, subject to the occurrence of the Effective Date, authorization for the applicable Reorganized Debtors to enter into and perform their obligations under the Exit Facilities Documents and such other documents as may be reasonably required or appropriate, subject to any consent or approval rights under the Definitive Documents. On or around the Effective Date, the Reorganized Debtors shall execute and deliver the Exit ABL Credit Agreement, the Exit Term Loan Credit Agreement, the Exit Intercreditor Agreement, and any other Exit Facilities Document, and shall execute, deliver, file, record, and issue any other related notes, guarantees, security documents, instruments, or agreements in connection therewith, in each case, without (a) further notice to the Bankruptcy Court, or (b) further act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. On the Effective Date, the Exit Facilities shall be governed by the Exit Intercreditor Agreement.

On the Effective Date, the Exit Facilities Documents shall constitute legal, valid, binding, and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms. The financial accommodations to be extended pursuant to the Exit Facilities Documents are being extended, and shall be deemed to have been extended, and all related payments made in connection therewith shall have been made, in each case, in good faith, for legitimate business purposes, for reasonably equivalent value, as an inducement to the applicable lenders to extend credit under the applicable Exit Facilities, are reasonable, shall not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted, carried forward, continued, amended, extended, and/or reaffirmed (including in connection with any Prepetition ABL Claims that are refinanced by the Exit ABL Credit Agreement) under the Exit Facilities Documents shall: (1) be continuing, legal, binding, and enforceable Liens on, and security interests in, the collateral granted in accordance with the terms of the applicable Exit Facilities Documents; (2) be granted, carried forward, continued, amended, extended, reaffirmed, and deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted thereunder; and (3) not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of this Plan and the Combined Order (it being understood that perfection shall occur automatically by virtue of the entry of the Combined Order, and any such filings, recordings, approvals, and consents shall not be required), and shall thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

H. *Issuance of New Equity Interests and Deregistration*

On the Effective Date, Reorganized Parent shall issue or reserve for issuance and deliver all of the New Equity Interests in accordance with the terms of this Plan and the New Organizational Documents. The issuance and delivery of the New Equity Interests is authorized without the need for further corporate

or other action or any consent or approval of any national securities exchange upon which the New Equity Interests may be listed on or immediately following the Effective Date. All of the New Equity Interests issuable under this Plan and the Combined Order shall, when so issued be duly authorized, validly issued, fully paid, and non-assessable. The issuance and delivery of the New Equity Interests in accordance with this Plan are authorized without the need for any further limited liability company or corporate action and without any further action by any Holder of a Claim or Interest.

Any Holder of an Allowed Prepetition Term Loan Claim or any DIP Term Lender entitled to the DIP Equity Premium may designate that all or a portion of such Holder's share of the New Equity Interests to be distributed as part of the treatment of such Allowed Prepetition Term Loan Claim or on account of the DIP Equity Premium, be registered in the name of, and delivered to, its designee by delivering notice thereof to counsel to the Debtors and to the Notice and Claims Agent at least five (5) Business Days prior to the Effective Date. Any such designee must be an "accredited investor" as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

Reorganized Parent intends to exist and operate as a private company after the Effective Date. As promptly as reasonably practicable following the Effective Date, Reorganized Parent expects to take all necessary steps to terminate the registration of all Securities under the Exchange Act and Securities Act, including to de-register its Existing Equity Interests, and to terminate its reporting obligations under sections 12, 13, and 15(d) of the Exchange Act, including by (1) filing, or causing any applicable national securities exchange to file, a Form 25 with the SEC under the Exchange Act, and (2) filing a Form 15 with the SEC under the Exchange Act.

1. Absence of Listing / Transfer of New Equity Interests

On the Effective Date, the Reorganized Parent shall issue the New Equity Interests pursuant to this Plan and the New Organizational Documents. Reorganized Parent shall not be obligated to effect or maintain any listing of the New Equity Interests for trading on any national securities exchange (within the meaning of the Exchange Act) and it has no current intention of maintaining or obtaining such listing. Distributions of the New Equity Interests are expected to be delivered via book-entry transfer by the Distribution Agent in accordance with this Plan and the New Organizational Documents, rather than through the facilities of DTC; however, in the event the New Equity Interests are DTC eligible on the Effective Date, distributions shall be made via DTC. Upon the Effective Date, after giving effect to the Restructuring Transactions, the New Equity Interests shall be that number of shares or membership interests as may be designated in the New Organizational Documents.

On and after the Effective Date, transfers of New Equity Interests shall be made in accordance with applicable United States law, United States securities laws (as applicable), and the New Organizational Documents.

I. *Exemption from Registration Requirements*

No registration statement shall be filed under the Securities Act, or pursuant to any state securities laws, with respect to the offer, issuance and distribution of the New Equity Interests under this Plan. The offering, sale, issuance, and distribution of the New Equity Interests in exchange for Claims pursuant to Article II and Article III and pursuant to the Combined Order shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable United States, state, or local law requiring registration for the offer or sale of a security pursuant to section 1145 of the Bankruptcy Code. Any and all such New Equity Interests may be resold without registration under the Securities Act by the recipients thereof pursuant to the exemption provided by Section 4(a)(1) of the Securities Act, subject to: (1) the provisions of section 1145(b)(1) of the Bankruptcy Code, which limits resale by Persons who are "underwriters" as that term is defined in such section; (2) restrictions under the

Securities Act applicable to recipients who are an “affiliate” of the Reorganized Debtors as defined in Rule 144(a)(1) under the Securities Act, (3) compliance with any applicable state or foreign securities laws, if any, and any rules and regulations of the SEC, if any, applicable at the time of any future transfer of such Securities; (4) the restrictions, if any, on the transferability of such Securities in the Organizational Documents of the issuer of, or in agreements or instruments applicable to holders of, such Securities; and (5) any other applicable regulatory approval.

The Reorganized Debtors need not provide any further evidence other than this Plan and the Combined Order with respect to the treatment of the New Equity Interests under applicable securities laws.

Notwithstanding anything to the contrary in this Plan, no Person or Entity (including, for the avoidance of doubt, DTC) shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by this Plan, including, for the avoidance of doubt, whether the New Equity Interests are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. All such Persons and Entities including DTC shall be required to accept and conclusively rely upon this Plan or the Combined Order in lieu of a legal opinion regarding whether the New Equity Interests are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. Notwithstanding any policies, practices, or procedures of DTC, DTC and any participants and intermediaries shall fully cooperate and take all actions to facilitate any and all transactions necessary or appropriate for implementation of this Plan or other contemplated thereby, including without limitation any and all distributions pursuant to this Plan.

J. *New Organizational Documents*

Subject to Article IV.E, the Reorganized Debtors and Reorganized Parent shall enter into such agreements and amend their corporate governance documents to the extent necessary to implement the terms and provisions of this Plan. Without limiting the generality of the foregoing, as of the Effective Date, each of the Reorganized Debtors shall be governed by the New Organizational Documents applicable to it. From and after the Effective Date, the Organizational Documents of each of the Reorganized Debtors will be deemed to be modified to prohibit the issuance of non-voting equity Securities, solely to the extent required under section 1123(a)(6) of the Bankruptcy Code. On or immediately before the Effective Date, each Reorganized Debtor and Reorganized Parent shall file its New Organizational Documents, if any, with the applicable Secretary of State and/or other applicable authorities in its jurisdiction of incorporation or formation in accordance with applicable laws of its jurisdiction of incorporation or formation, to the extent required for such New Organizational Documents to become effective. The New Organizational Documents for the Reorganized Debtors and Reorganized Parent shall be in form and substance (including customary minority protections) acceptable to the Required Consenting Lenders.

As a condition to receiving the New Equity Interests, Holders of Allowed Prepetition Term Loan Claim or Holders entitled to receive New Equity Interests on account of the DIP Equity Premium and/or any of their respective designees for receipt of New Equity Interests will be required to execute and deliver the New Organizational Documents for Reorganized Parent. For the avoidance of doubt, any Entity’s or Person’s receipt of New Equity Interests under, or as contemplated by, the Plan (including on account of the DIP Equity Premium) shall be deemed to be its agreement to the terms of the New Organizational Documents for Reorganized Parent, and such Entities and Persons shall be deemed signatories to the New Organizational Documents for Reorganized Parent without further action required on their part. The New Organizational Documents for Reorganized Parent will be effective as of the Effective Date and, as of such date, will be deemed to be valid, binding, and enforceable in accordance with its terms, and each Holder of New Equity Interests will be bound thereby in all respects even if such Holder has not actually executed and delivered a counterpart thereof.

K. *Release of Liens and Claims*

To the fullest extent provided under section 1141(c) and other applicable provisions of the Bankruptcy Code, except as otherwise provided in the Exit ABL Credit Agreement (including with respect to the Prepetition ABL Facility and the Prepetition ABL Loans), this Plan, the Combined Order, or in any contract, instrument, release, or other agreement or document entered into or delivered in connection with this Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article VI, all Liens, Claims, mortgages, deeds of trust, or other security interests against the assets or property of the Debtors or the Estates shall be fully released, canceled, terminated, extinguished, and discharged, in each case without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity; *provided*, that (1) the Liens granted to the Prepetition Agents and the DIP Agents pursuant to the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and DIP Credit Agreement and (2) any and all Liens or security securing the Debtor's obligations under the Insurance Contracts, which, for avoidance of doubt, includes grants of security interests in, without limitation, escrow accounts, deposit accounts, Cash Collateral, and letters of credit issued for the benefit of Insurers, shall remain in full force and effect solely to the extent provided for in this Plan. The filing of the Combined Order with any federal, state, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens, Claims, and other interests to the extent provided in the immediately preceding sentence. Any Person or Entity holding such Liens, Claims, or interests shall, pursuant to section 1142 of the Bankruptcy Code, promptly execute and deliver to the Reorganized Debtors such instruments of termination, release, satisfaction, and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtors.

L. *Exemption from Certain Taxes and Fees*

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfer (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under, pursuant to, in contemplation of, or in connection with this Plan (including the Restructuring Transactions) pursuant to (1) the issuance, distribution, transfer, or exchange of any debt, securities, or other interest in the Debtors or the Reorganized Debtors, (2) the creation, modification, consolidation, termination, refinancing, or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means, (3) the making, assignment, or recording of any lease or sublease, (4) the grant of collateral security for any or all of the Exit Facilities or other indebtedness, or (5) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, this Plan, including, without limitation, any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to this Plan (including the Restructuring Transactions), shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and the appropriate U.S. federal, state or local governmental officials, agents, or filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(a) of the Bankruptcy Code, and shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee or governmental assessment.

M. *Directors and Officers of the Reorganized Debtors*

1. Reorganized Board

The members of the Reorganized Board shall consist of a number of members determined by the Required Consenting Lenders in their sole discretion, which shall consist of members appointed in a manner determined by the Required Consenting Lenders in their sole discretion and set forth in the New Organizational Documents for Reorganized Parent. Except to the extent that a member of the board of directors or board of managers, or the sole manager, as applicable, of a Debtor is designated in the Plan Supplement to serve as a director, manager, or sole manager of such Reorganized Debtor on the Effective Date, the members of the board of directors or board of managers, or the sole manager, as applicable, of each Debtor prior to the Effective Date, in their capacities as such, shall have no continuing obligations to the Reorganized Debtors on or after the Effective Date, and each such director, manager, or sole manager shall be deemed to have resigned or shall otherwise cease to be a director, manager, or sole manager of the applicable Debtor on the Effective Date. Each of the directors, managers, sole managers and officers of each of the Reorganized Debtors and Reorganized Parent shall serve pursuant to the terms of the applicable New Organizational Documents of such Reorganized Debtor or Reorganized Parent, as applicable, and may be designated, replaced, or removed in accordance with such New Organizational Documents.

2. Senior Management

The existing officers of the Debtors as of the Effective Date shall remain in their current capacities as officers of the Reorganized Debtors, subject to their right to resign and the ordinary rights and powers of the Reorganized Board to remove or replace them in accordance with the New Organizational Documents and any applicable employment agreements that are assumed pursuant to this Plan.

3. Management Incentive Plan

After the Effective Date, the Reorganized Board shall adopt the Management Incentive Plan in accordance with the Transaction Term Sheet. The form of the awards (i.e., options, restricted stock or units, appreciation rights, etc.), the participants in the Management Incentive Plan, the allocations of the awards to such participants (including the amount of allocations and the timing of the grant of the awards), and the terms and conditions of the awards (including vesting, exercise prices, base values, hurdles, forfeiture, repurchase rights and transferability) shall be determined by the Reorganized Board in its sole discretion.

N. *Preservation of Causes of Action*

In accordance with section 1123(b) of the Bankruptcy Code, but subject to the releases and exculpation set forth in this section and in Article IX below, all Causes of Action that a Debtor may hold against any Entity shall vest in the applicable Reorganized Debtor on the Effective Date, including each Cause of Action set forth in the schedule of retained Causes of Action included in the Plan Supplement. Thereafter, the Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, whether arising before or after the Petition Date, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. **No Entity may rely on the absence of a specific reference in this Plan, the Plan Supplement, or the Disclosure Statement to any specific Cause of Action as any indication that the Debtors or the Reorganized Debtors shall not pursue any and all available Causes of Action. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in this Plan,** and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise) or laches, shall apply to any Cause

of Action upon, after, or as a consequence of the Confirmation or the occurrence of the Effective Date. In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any of the Debtors are a plaintiff, defendant, or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits. For the avoidance of doubt, in no instance shall any Cause of Action preserved pursuant to this Article IV.N include any Claim or Cause of Action released or exculpated under this Plan (including, without limitation, by the Debtors).

O. *Corporate Action*

Each of the Debtors and the Reorganized Debtors may take any and all actions to execute, deliver, file or record such contracts, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the provisions of this Plan, and without further notice to or order of the Bankruptcy Court, any act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, officers, or directors of the Debtors or the Reorganized Debtors or by any other Person (except for those expressly required pursuant hereto or by the Definitive Documents).

Upon the Effective Date, all actions contemplated by this Plan shall be deemed authorized, approved, and, to the extent taken before the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, directors, managers, or officers of the Debtors, the Reorganized Debtors, or any other Entity, including: (1) assumption and rejection (as applicable) of Executory Contracts and Unexpired Leases; (2) selection of the directors, managers, and officers for each of the Reorganized Debtors and Reorganized Parent; (3) the execution of the New Organizational Documents and the Exit Facilities Documents; (4) the issuance and delivery of the New Equity Interests and incurrence of the Exit Facilities; (5) implementation of the Restructuring Transactions; and (6) all other acts or actions contemplated, or reasonably necessary or appropriate to promptly consummate the transactions contemplated by this Plan (whether to occur before, on, or after the Effective Date). All matters provided for in this Plan involving the company structure of the Debtors, and any company action required by the Debtors in connection therewith, shall be deemed to have occurred on, and shall be in effect as of, the Effective Date, without any requirement of further action by the security holders, directors, managers, authorized persons, or officers of the Debtors, the Reorganized Debtors, or Reorganized Parent or otherwise.

Before, on, and after the Effective Date, the appropriate officers, directors, managers, or authorized persons of the Debtors, the Reorganized Parent, or any direct or indirect subsidiaries of the Reorganized Parent (including any president, vice-president, chief executive officer, treasurer, general counsel, secretary, or chief financial officer thereof) shall be authorized and directed to issue, execute, and deliver the agreements, documents, securities, memoranda and articles of association, certificates of incorporation, certificates of formation, bylaws, operating agreements, other organization documents, and instruments contemplated by this Plan (or necessary or desirable to effect the transactions contemplated by this Plan) in the name of and on behalf of the applicable Debtors or applicable Reorganized Debtors, including the (1) New Organizational Documents, (2) Exit Facilities Documents, and (3) any and all other agreements, documents, securities, and instruments relating to or contemplated by the foregoing. Before or on the Effective Date, each of the Debtors is authorized, in its sole discretion, to change its name or corporate form and to take such other action as required to effectuate a change of name or corporate form in the jurisdiction of incorporation of the applicable Debtor or Reorganized Debtor. To the extent the Debtors change their names or corporate form before the closing of the Chapter 11 Cases, the Debtors shall change the case captions accordingly.

The authorizations, approvals and directives contemplated by this Article IV.O shall be effective notwithstanding any requirements under non-bankruptcy Law.

P. *Prepetition Intercreditor Agreement*

Notwithstanding anything to the contrary in this Plan, the treatment of, and distributions (including rights to adequate protection and participation in the DIP Term Loan Facility) made to Holders of Prepetition Term Loan Claims shall not be subject to the Prepetition Intercreditor Agreement or the terms thereof (including any turnover and disgorgement provisions), and the Prepetition Intercreditor Agreement shall be deemed so amended to the extent necessary to effectuate same.

Q. *Effectuating Documents; Further Transactions*

Before, on, and after the Effective Date, the Debtors and the Reorganized Debtors and the directors, managers, officers, authorized persons, and members of the boards of directors or managers and directors or managers thereof, are authorized to and may issue, execute, deliver, file, or record such contracts, securities, notes, instruments, certificates, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and provisions of this Plan, the New Organizational Documents, the Exit Facilities Documents, and any Securities issued pursuant to this Plan in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorizations, actions, or consents except for those expressly required pursuant to this Plan or the Transaction Support Agreement.

R. *Authority of the Debtors*

Effective on the Confirmation Date, the Debtors shall be empowered and authorized to take or cause to be taken, before the Effective Date, all actions necessary or appropriate to achieve the Effective Date and enable the Reorganized Debtors to implement effectively the provisions of this Plan, the Combined Order, the Definitive Documents, and the Restructuring Transactions.

S. *No Substantive Consolidation*

This Plan is being proposed as a joint chapter 11 plan of the Debtors for administrative purposes only and constitutes a separate chapter 11 plan for each Debtor. This Plan is not premised upon the substantive consolidation of the Debtors with respect to the Classes of Claims or Interests set forth in this Plan.

T. *Continuing Effectiveness of Final Orders*

Payment authorization granted to the Debtors under any prior Final Order entered by the Bankruptcy Court shall continue in effect after the Effective Date. Accordingly, the Debtors or the Reorganized Debtors may pay or otherwise satisfy any Claim to the extent permitted by, and subject to, the applicable Final Order without regard to the treatment that would otherwise be applicable to such Claim under this Plan.

U. *Modifications to Executory Contracts and Unexpired Leases*

The Debtors, with the consent of the Required Consenting Term Lenders, are authorized to enter into, and perform under, amendments or modifications of any Executory Contracts or Unexpired Leases with the counterparty to such Executory Contract or Unexpired Lease and pay any amounts due as a result of such amendment or modification.

Article V.
TREATMENT OF EXECUTORY CONTRACTS
AND UNEXPIRED LEASES; EMPLOYEE BENEFITS; AND INSURANCE POLICIES

A. *Assumption of Executory Contracts and Unexpired Leases*

On the Effective Date, except as otherwise provided in this Plan, each of the Executory Contracts and Unexpired Leases not previously rejected, assumed, or assumed and assigned pursuant to an order of the Bankruptcy Court shall be deemed assumed and amended (as necessary to implement the terms of the Restructuring Transactions), as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code *except* any Executory Contract or Unexpired Lease (1) identified on the Rejected Executory Contract/Unexpired Lease List (which shall initially be filed with the Bankruptcy Court on the Plan Supplement Filing Date) as an Executory Contract or Unexpired Lease to be rejected (if any), (2) that is the subject of a separate motion or notice to reject pending as of the Effective Date, or (3) that previously expired or terminated pursuant to its own terms (disregarding any terms the effect of which is invalidated by the Bankruptcy Code).

Entry of the Combined Order by the Bankruptcy Court shall constitute an order approving the assumption of the Transaction Support Agreement pursuant to sections 365 and 1123 of the Bankruptcy Code and effective on the occurrence of the Effective Date. The Transaction Support Agreement shall be binding and enforceable against the applicable parties thereto in accordance with its terms. For the avoidance of doubt, the assumption of the Transaction Support Agreement shall not otherwise modify, alter, amend, or supersede any of the terms or conditions thereof including, without limitation, any termination events or provisions thereunder.

Entry of the Combined Order by the Bankruptcy Court shall constitute an order approving the assumption of the Executory Contracts and Unexpired Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code, effective on the occurrence of the Effective Date. Each Executory Contract and Unexpired Lease assumed pursuant to this Plan or by Bankruptcy Court order, and not assigned to a third party on or before the Effective Date, shall re-vest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as such terms may have been modified by order of the Bankruptcy Court.

To the maximum extent permitted by law, unless otherwise provided herein, the transactions contemplated by this Plan shall not constitute a “change of control” or “assignment” (or terms with similar effect) under any Executory Contract or Unexpired Lease assumed pursuant to this Plan, or any other transaction, event, or matter that would (1) result in a violation, breach, or default under such Executory Contract or Unexpired Lease, (2) increase, accelerate, or otherwise alter any obligations, rights, or liabilities of the Debtors or the Reorganized Debtors under such Executory Contract or Unexpired Lease, or (3) result in the creation or imposition of a Lien upon any property or asset of the Debtors or the Reorganized Debtors pursuant to the applicable Executory Contract or Unexpired Lease. Any consent or advance notice required under such Executory Contract or Unexpired Lease in connection with assumption thereof (pursuant to the other provisions of this Article V.A) shall be deemed satisfied by Confirmation.

Notwithstanding anything to the contrary in this Plan, but subject to the *Consent Rights* in Article I.C, the Debtors reserve the right to amend or supplement the Rejected Executory Contract/Unexpired Lease List in their discretion before the Effective Date and, after the Effective Date, the Reorganized Debtors, shall have the right to amend Rejected Executory Contract/Unexpired Lease List; *provided*, that such right to amend shall not apply to any Unexpired Lease for nonresidential property; *provided, further* that the Debtors shall give prompt notice of any such amendment or supplement to any affected counterparty and such counterparty shall have no less than seven (7) days to object thereto on any grounds.

The Rejected Executory Contract/Unexpired Lease List shall be filed with the Plan Supplement, *provided* that the Debtors may amend such list (including by adding or removing contracts and leases therefrom) at any time prior to the Effective Date. Notwithstanding anything herein to the contrary, with respect to any Unexpired Lease of nonresidential real property that is listed on the Rejected Executory Contract/Unexpired Lease List, the effective date of the rejection of any such Unexpired Lease shall be the later of (1) the Effective Date and (2) the date upon which the Debtors notify the landlord in writing (email being sufficient) that they have surrendered the premises to the landlord and returned the keys, key codes, or security codes, as applicable. Any property remaining on the premises subject to a rejected Unexpired Lease shall be deemed abandoned by the Debtors or the Reorganized Debtors, as applicable, as of the effective date of rejection, and the counterparty to such Unexpired Lease shall be authorized to use or dispose of any property left on the premises in its sole and absolute discretion without notice or liability to the Debtors or the Reorganized Debtors, as applicable, or any third party.

B. Payments on Assumed Executory Contracts and Unexpired Leases

Any monetary default under an Executory Contract or Unexpired Lease to be assumed pursuant to this Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash in the ordinary course of business, subject to the limitation described below, or on such other terms as the parties to such Executory Contract or Unexpired Lease may otherwise agree.

Parties to Executory Contracts and Unexpired Leases assumed by the Debtors pursuant to the Plan shall not be required to File a Proof of Claim or objection to assert or preserve any Cure Cost. Notwithstanding anything to the contrary in the Plan, all Cure Cost shall be Unimpaired by the Plan and all Cure Cost outstanding as of the Effective Date shall remain continuing obligations of the Reorganized Debtors following the Effective Date subject to all parties' rights and defenses with respect thereto.

Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Combined Order, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.

In the event of a dispute regarding (1) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365(b) of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (2) any other matter pertaining to assumption, the Bankruptcy Court shall hear such dispute before the assumption becoming effective; *provided*, that the Debtors, with the consent of the Required Consenting Lenders may settle any such dispute and shall pay any agreed upon Cure Cost without any further notice to any party or any action, order, or approval. The cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order(s) resolving the dispute and approving the assumption and shall not prevent or delay implementation of this Plan or the occurrence of the Effective Date.

C. Claims Based on Rejection of Executory Contracts and Unexpired Leases

Unless otherwise provided by a Bankruptcy Court order, any Proofs of Claim asserting Rejection Damages Claims pursuant to this Plan or otherwise must be filed with the Notice and Claims Agent within thirty (30) days of the later of (1) the effective date of the rejection of the applicable Executory Contract or Unexpired Lease (which shall be the Confirmation Date unless otherwise provided in an order of the Bankruptcy Court providing for the rejection of an Executory Contract or Unexpired Lease); (2) the Confirmation Date; or (3) the date of the order authorizing the rejection of the applicable Executory Contract or Unexpired Lease. **Any Rejection Damages Claims that are not timely filed shall be automatically disallowed without further order of the Bankruptcy Court.** All Allowed Rejection

Damages Claims shall constitute General Unsecured Claims and shall be treated in accordance with Article III.B.

Any Rejection Damages Claims for Executory Contracts or Unexpired Leases that the Debtors, with the consent of the Required Consenting Term Lenders, elect to reject shall be paid in full on the Effective Date, subject to the applicable provisions of the Bankruptcy Code, including sections 502(b)(6) and 510(b); *provided*, that such Claim is not a Subordinated Claim, in which case such Claim shall be treated as a Subordinated Claim pursuant to the terms of this Plan.

D. *Contracts and Leases Entered into After the Petition Date*

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by any Debtor, shall be performed by such Debtor or Reorganized Debtor, as applicable, liable thereunder in the ordinary course of business. Accordingly, such contracts and leases (including any Executory Contracts and Unexpired Leases assumed or assumed and assigned pursuant to section 365 of the Bankruptcy Code) that have not been rejected as of the Confirmation Date shall survive and remain unaffected by entry of the Combined Order.

E. *Reservation of Rights*

Nothing contained in this Plan shall constitute an admission by the Debtors that any contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, the Debtors or Reorganized Debtors, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease. If there is a dispute regarding a Debtor's or Reorganized Debtor's liability under an assumed Executory Contract or Unexpired Lease, the Reorganized Debtors shall be authorized to move to have such dispute heard by the Bankruptcy Court pursuant to Article X.

F. *Directors and Officers Insurance Policies*

On the Effective Date the Reorganized Debtors shall be deemed to have assumed all of the Debtors' D&O Insurance Policies (including any "tail coverage" and all agreements, documents, or instruments related thereto) in effect before the Effective Date pursuant to sections 105 and 365(a) of the Bankruptcy Code, without the need for any further notice to or action, order, or approval of the Bankruptcy Court. Confirmation of this Plan shall not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of the D&O Insurance Policies, and each such indemnity obligation shall be deemed and treated as an Executory Contract that has been assumed by the Debtors under this Plan as to which no Proof of Claim need be Filed. The Debtors and, after the Effective Date, the Reorganized Debtors shall retain the ability to supplement such D&O Insurance Policies as the Debtors or Reorganized Debtors, as applicable, may deem necessary. For the avoidance of doubt, entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Reorganized Debtors' foregoing assumption of each of the unexpired D&O Insurance Policies.

In addition, on or after the Effective Date, none of the Reorganized Debtors shall terminate or otherwise reduce the coverage under any D&O Insurance Policies (including any "tail policy" and all agreements, documents, or instruments related thereto) in effect on or before the Effective Date, with respect to conduct occurring prior thereto, and all current and former directors, officers, and managers of the Debtors who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any such policies for the full term of such policies regardless of whether such current and former directors, officers, and managers remain in such positions after the Effective Date, all in accordance with

and subject in all respects to the terms and conditions of the D&O Insurance Policies, which shall not be altered.

G. *Other Insurance Contracts*

On the Effective Date, each of the Debtors' Insurance Contracts in existence as of the Effective Date shall be Reinstated and continued in accordance with their terms and, to the extent applicable, shall be deemed assumed by the applicable Reorganized Debtor pursuant to section 365 of the Bankruptcy Code and Article V. Nothing in this Plan shall affect, impair, or prejudice the rights of the insurance carriers, the insureds, or the Reorganized Debtors under the Insurance Contracts in any manner, and such insurance carriers, the insureds, and Reorganized Debtors shall retain all rights and defenses under such Insurance Contracts. The Insurance Contracts shall apply to and be enforceable by and against the insureds and the Reorganized Debtors in the same manner and according to the same terms and practices applicable to the Debtors, as existed before the Effective Date.

H. *Indemnification Provisions and Reimbursement Obligations*

On and as of the Effective Date, and except as prohibited by applicable law and subject to the limitations set forth herein, the Indemnification Provisions shall be assumed and irrevocable and shall survive the effectiveness of this Plan, and the New Organizational Documents shall provide to the fullest extent provided by law for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to the Debtors' and the Reorganized Debtors' current and former directors, officers, equity holders, managers, members, employees, accountants, investment bankers, attorneys, other professionals, agents of the Debtors, and such current and former directors', officers', equity holders', managers', members', and employees' respective Affiliates (each of the foregoing solely in their capacity as such) at least to the same extent as the Indemnification Provisions, against any Claims or Causes of Action whether direct or derivative, liquidated or unliquidated, fixed or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted. Notwithstanding anything in this Plan to the contrary, none of the Reorganized Debtors shall amend and/or restate the New Organizational Documents before or after the Effective Date to terminate or adversely affect any of the Indemnification Provisions.

I. *Employee Compensation and Benefits*

1. Compensation and Benefits Programs

Subject to the provisions of this Plan, all Compensation and Benefits Programs (other than awards of stock options, restricted stock, restricted stock units, and other equity awards) shall be treated as Executory Contracts under this Plan and deemed assumed on the Effective Date pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code. All Proofs of Claim Filed for amounts due under any Compensation and Benefits Program shall be considered satisfied by the applicable agreement and/or program and agreement to assume and cure in the ordinary course as provided in this Plan. All collective bargaining agreements to which any Debtor is a party, and all Compensation and Benefits Programs which are maintained pursuant to such collective bargaining agreements or to which contributions are made or benefits provided pursuant to a current or past collective bargaining agreement, shall be deemed assumed on the Effective Date pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code and the Reorganized Debtors reserve all of their rights under such agreements. For the avoidance of doubt, the Debtors and Reorganized Debtors, as applicable, shall honor all their obligations under section 1114 of the Bankruptcy Code.

None of the Restructuring Transactions, or any assumption of Compensation and Benefits Programs pursuant to the terms herein shall be deemed to trigger any applicable change of control, vesting, termination, acceleration, or similar provisions therein; *provided*, that the Assumed Employee Agreements

shall be assumed and governed by the terms thereof. Subject to the preceding sentence, no counterparty shall have rights under a Compensation and Benefits Program assumed pursuant to this Plan other than those applicable immediately before such assumption.

2. Workers' Compensation Programs

As of the Effective Date, except as set forth in the Plan Supplement, the Debtors and the Reorganized Debtors shall continue to honor their obligations under: (a) all applicable state workers' compensation laws; and (b) the Workers' Compensation Contracts. All Proofs of Claims filed by the Debtors' current or former employees on account of workers' compensation shall be deemed withdrawn automatically and without any further notice to or action, order, or approval of the Bankruptcy Court based upon the treatment provided for herein; *provided*, that nothing in this Plan shall limit, diminish, or otherwise alter the Debtors' or Reorganized Debtors' defenses, Causes of Action, or other rights under applicable non-bankruptcy law with respect to the Workers' Compensation Contracts; *provided, further*, that nothing herein shall be deemed to impose any obligations on the Debtors in addition to what is provided for under applicable non-bankruptcy law and/or the Workers' Compensation Contracts.

Article VI.
PROVISIONS GOVERNING DISTRIBUTIONS

A. *Timing and Calculation of Amounts to Be Distributed*

Unless otherwise provided in this Plan, on the Effective Date (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim shall receive the full amount of the distributions that this Plan provides for Allowed Claims in the applicable Class; *provided*, that any Allowed Administrative Claims with respect to liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases or assumed by the Debtors before the Effective Date shall be paid or performed in the ordinary course of business.

In the event that any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII. Except as otherwise provided herein, Holders of Claims shall not be entitled to postpetition interest, dividends, or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

B. *Special Rules for Distributions to Holders of Disputed Claims*

Except as otherwise agreed by the relevant parties: (1) no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order; and (2) any Entity that holds both an Allowed Claim and a Disputed Claim shall not receive any distribution on the Allowed Claim unless and

until all objections to the Disputed Claim have been resolved by settlement or Final Order or such Claims or Interests have been Allowed or expunged.

C. *Rights and Powers of Distribution Agent*

1. Powers of the Distribution Agent

The Distribution Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Distribution Agent by order of the Bankruptcy Court, pursuant to this Plan, or as deemed by the Distribution Agent to be necessary and proper to implement the provisions hereof.

2. Expenses Incurred on or After the Effective Date and Indemnification

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Distribution Agent on or after the Effective Date (including taxes in connection with this Plan, but excluding any income, franchise, or similar taxes), and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses), made by the Distribution Agent shall be paid in Cash by the Reorganized Debtors.

D. *Delivery of Distributions*

1. Record Date for Distributions

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date. The Distribution Record Date shall not apply to distributions in respect of Securities deposited with DTC, the Holders of which shall receive distributions, if any, in accordance with the customary exchange procedures of DTC or this Plan. For the avoidance of doubt, in connection with a distribution through the facilities of DTC (if any), DTC shall be considered a single Holder for purposes of distributions.

2. Delivery of Distributions in General

Except as otherwise provided herein, the Distribution Agent shall make distributions to Holders of Allowed Claims as of the Distribution Record Date, or, if applicable, to such Holder's designee, as appropriate: (a) at the address for each such Holder as indicated on the Debtors' records as of the Distribution Record Date; (b) to the signatory set forth on any Proof of Claim Filed by such Holder or other Representative identified therein (or at the last known addresses of such Holder if no Proof of Claim is Filed or if the Debtors have not been notified in writing of a change of address); (c) at the addresses set forth in any written notices of address changes delivered to the Reorganized Debtors or the applicable Distribution Agent, as appropriate, after the date of any related Proof of Claim; or (d) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf; *provided*, that the manner of such distributions shall be determined at the discretion of the Reorganized Debtors.

All distributions to Holders of DIP Claims shall be made to the DIP Agents or the Exit Term Loan Agent, as applicable, and the DIP Agents or the Exit Term Loan Agent shall be, and shall act as, the Distribution Agent with respect to the DIP Claims in accordance with the terms and conditions of this Plan and the applicable debt documents.

All distributions to Holders of Prepetition Term Loan Claims shall be made to the Prepetition Term Loan Agent, and the Prepetition Term Loan Agent shall be, and shall act as, the Distribution Agent with respect to the Prepetition Term Loan Claims in accordance with the terms and conditions of this Plan and the applicable debt documents.

3. Minimum Distributions

Notwithstanding any provision in this Plan to the contrary, no Distribution Agent shall be required to make distributions or payments of less than \$100 (whether in Cash or otherwise) with respect to Impaired Claims. No fractional shares of New Equity Interests shall be distributed and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to this Plan on account of an Allowed Claim would otherwise result in the issuance of a number of shares of New Equity Interests that is not a whole number, the actual distribution of shares of New Equity Interests shall be rounded as follows: (a) fractions of one-half ($\frac{1}{2}$) or greater shall be rounded to the next higher whole number and (b) fractions of less than one-half ($\frac{1}{2}$) shall be rounded to the next lower whole number with no further payment therefore. The total number of authorized shares of New Equity Interests to be distributed under this Plan shall be adjusted as necessary to account for the foregoing rounding. For distribution purposes (including rounding), DTC shall be treated as a single Holder.

4. Undeliverable Distributions

In the event that any distribution to any Holder of Allowed Claims is returned as undeliverable, no distribution to such Holder shall be made unless and until the Distribution Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; *provided*, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one (1) year from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder of Claims to such property or interest in property shall be discharged and forever barred.

E. *Compliance with Tax Requirements; Allocations*

In connection with this Plan and all distributions hereunder, the Reorganized Debtors and any other applicable Distribution Agent (including for purposes of this Article VI, the Debtors) shall comply with all applicable withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions hereunder and under all related agreements shall be subject to any such withholding and reporting requirements. Notwithstanding any provision in this Plan to the contrary, the Reorganized Debtors and any other applicable Distribution Agent shall have the right, but not the obligation, to take any and all actions that may be necessary or appropriate to comply with such applicable withholding and reporting requirements, including (a) withholding distributions and amounts therefrom pending receipt of information necessary to facilitate such distributions, including properly executed withholding certification forms, and (b) in the case of a non-Cash distribution that is subject to withholding, withholding an appropriate portion of such property and either liquidating such withheld property to generate sufficient funds to pay applicable withholding taxes (or reimburse the distributing party for any advance payment of the withholding tax) or pay the withholding tax using its own funds and retain such withheld property. Notwithstanding any provision in this Plan to the contrary, each Holder of an Allowed Claim shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution. Any amounts withheld or reallocated pursuant to this Article VI shall be treated as if distributed to the Holder of the Allowed Claim.

Any Person or Entity entitled to receive any property as an issuance or distribution under this Plan shall, upon request of the Reorganized Debtors or any other applicable Distribution Agent, deliver to the applicable Reorganized Debtor or any other applicable Distribution Agent, or such other Person designated by the Reorganized Debtors or the Distribution Agent, an IRS Form W-9 or, if the payee is a foreign Person or Entity, an applicable IRS Form W-8 (together with all attachments), or any other forms or documents reasonably requested by a Reorganized Debtor or Distribution Agent to reduce or eliminate any withholding required by any Governmental Unit.

The Reorganized Debtors reserve the right to allocate all distributions made under this Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, Liens, and encumbrances.

F. *Applicability of Insurance Contracts*

Notwithstanding anything to the contrary in this Plan, the Plan Supplement, the Disclosure Statement, or the Combined Order (including, without limitation, any provision that purports to be preemptory or supervening, confers Bankruptcy Court jurisdiction, or requires a party to opt out of any releases):

1. on and after the Effective Date, all Insurance Contracts (a) are found to be and shall be treated as, Executory Contracts under this Plan and shall be assumed pursuant to sections 105 and 365 of the Bankruptcy Code by the applicable Debtor, and/or (b) shall vest in the Reorganized Debtors and ride through and continue in full force and effect in accordance with their respective terms in either case such that the Reorganized Debtors shall become and remain jointly and severally liable in full for, and shall satisfy, any premiums, deductibles, self-insured retentions, and/or any other amounts or obligations arising in any way out of the receipt of payment from an Insurer in respect of the Insurance Contracts and as to which no Proof of Claim, Administrative Claim, or Cure Cost claim need be filed; and

2. solely with respect to Insurance Contracts, which, for avoidance of doubt, includes any and all collateral or security securing the Debtor's obligations under the insurance policies, including, without limitation, escrow accounts, deposit accounts, Cash Collateral, and letters of credit, the automatic stay of section 362(a) of the Bankruptcy Code and the injunctions set forth in this Plan, if and to the extent applicable, shall be deemed lifted without further order of this Bankruptcy Court, solely to permit (a) claimants with valid workers' compensation claims or direct action claims against Insurers under applicable non-bankruptcy law to proceed with their claims; (b) Insurers to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of this Bankruptcy Court, (i) workers' compensation claims, (ii) claims where a claimant asserts a direct claim against an Insurer under applicable non-bankruptcy law, or an order has been entered by this Bankruptcy Court granting a claimant relief from the automatic stay or the injunctions set forth in this Plan to proceed with its claim, and (iii) all costs in relation to each of the foregoing; and (c) the Insurers to collect from any or all of the collateral or security provided by or on behalf of the Debtors (or the Reorganized Debtors) at any time and to hold the proceeds thereof as security for the obligations of the Debtors (or the Reorganized Debtors) and/or apply such proceeds to the obligations of the Debtors (or the Reorganized Debtors) under the applicable Insurance Contracts, in such order as the applicable Insurer may determine.

Nothing contained in this Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including Insurers under any Insurance Contracts, nor shall anything contained herein constitute or be deemed a waiver by such Insurers of any rights or defenses, including coverage defenses, held by such Insurers under the Insurance Contracts and/or applicable non-bankruptcy law.

G. *Allocation of Distributions Between Principal and Interest*

Except as otherwise required by law (as reasonably determined by the Reorganized Debtors), distributions with respect to an Allowed Claim shall be allocated for United States federal (and applicable state and local) income tax purposes first to the principal portion of such Allowed Claim and, thereafter, to the remaining portion of such Allowed Claim, if any.

H. *No Postpetition Interest on Claims*

Unless otherwise specifically provided for in this Plan, any other Definitive Document, the Combined Order, the DIP/Cash Collateral Orders, or any other Final Order of the Bankruptcy Court, or required by applicable bankruptcy law (including, without limitation, as required pursuant to section 506(b) or section 511 of the Bankruptcy Code), postpetition interest shall not accrue or be paid on any Claims and no Holder of a Claim or Interest shall be entitled to interest accruing on or after the Petition Date on any Claim.

I. *Means of Cash Payment*

Payments of Cash made pursuant to this Plan shall be in United States dollars and shall be made, at the option of the Debtors or the Reorganized Debtors (as applicable), by checks drawn on, or wire transfer from, a domestic bank selected by the Debtors or the Reorganized Debtors. Cash payments to foreign creditors may be made, at the option of the Debtors or the Reorganized Debtors, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

J. *Setoffs and Recoupment*

Except as otherwise provided herein, each Reorganized Debtor pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable bankruptcy or non-bankruptcy law, or as may be agreed to by the Holder of an Allowed Claim, may set off or recoup against any Allowed Claim and the distributions to be made pursuant to this Plan on account of such Allowed Claim, any Claims, rights, and Causes of Action of any nature that the applicable Debtor or Reorganized Debtor may hold against the Holder of such Allowed Claim, to the extent such Claims, rights, or Causes of Action have not been otherwise compromised, settled, or assigned on or before the Effective Date (whether pursuant to this Plan, a Final Order or otherwise); *provided*, that neither the failure to effect such a setoff or recoupment nor the allowance of any Claim pursuant to this Plan shall constitute a waiver or release by such Reorganized Debtor of any such Claims, rights, and Causes of Action.

Notwithstanding anything to the contrary herein, nothing in this Plan or the Combined Order shall modify the rights, if any, of any counterparty to a rejected Executory Contract or Unexpired Lease to assert any right of setoff or recoupment that such party may have under applicable bankruptcy law or non-bankruptcy law, including, but not limited to, the (1) ability, if any, of such parties to setoff or recoup a security deposit held pursuant to the terms of their rejected Unexpired Lease(s) with the Debtors, or any successors to the Debtors, under this Plan, (2) assertion of rights of setoff or recoupment, if any, in connection with Claims reconciliation, or (3) assertion of setoff or recoupment as a defense, if any, to any Claim or action by the Debtors, the Reorganized Debtors, or any successors of the Debtors.

K. *Claims Paid or Payable by Third Parties*

1. Claims Paid by Third Parties

A Claim shall be correspondingly reduced, and the applicable portion of such Claim shall be disallowed without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives a payment

on account of such Claim from a party that is not a Debtor or Reorganized Debtor. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the Reorganized Debtors to the extent the Holder's total recovery on account of such Claim from the third party and under this Plan exceeds the amount of such Claim as of the date of any such distribution under this Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the Reorganized Debtors annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen (14) day grace period specified above until the amount is repaid.

2. Claims Payable by Insurers

No distributions under this Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' Insurance Contracts until the Holder of such Allowed Claim has exhausted all remedies with respect to such Insurance Contract. To the extent that one or more of the Insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such Insurers' agreement, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Insurance Contracts

Except as otherwise provided in this Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable Insurance Contract. Notwithstanding anything to the contrary herein, nothing contained in this Plan shall constitute or be deemed a release, settlement, satisfaction, compromise, or waiver of any Cause of Action that the Debtors or any other Entity may hold against any other Entity, including Insurers, under any Insurance Contracts or applicable indemnity, nor shall anything contained herein constitute or be deemed a waiver by such Insurers of any defenses, including coverage defenses, held by such Insurers.

**Article VII.
PROCEDURES FOR RESOLVING CONTINGENT,
UNLIQUIDATED, AND DISPUTED CLAIMS**

A. *No Filings of Proofs of Claim*

Except as otherwise provided in this Plan, Holders of Claims shall not be required to File a Proof of Claim, and except as provided in this Plan, no parties should File a Proof of Claim. The Debtors do not intend to object in the Bankruptcy Court to the allowance of Claims Filed; *provided*, that the Debtors and the Reorganized Debtors, as applicable, reserve the right to object to any Claim that is entitled, or deemed to be entitled, to a distribution under this Plan or is rendered Unimpaired under this Plan. Instead, the Debtors intend to make distributions, as required by this Plan, in accordance with the books and records of the Debtors. Unless disputed by a Holder of a Claim, the amount set forth in the books and records of the Debtors shall constitute the amount of the Allowed Claim of such Holder except that (unless expressly waived pursuant to this Plan) the Allowed amount of such Claim shall be subject to the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 and 503 of the Bankruptcy Code, to the extent applicable. If any such Holder of a Claim disagrees with the Debtors' books and records with respect to the Allowed amount of such Holder's Claim, such Holder must so advise the Debtors in writing within thirty (30) days of receipt of any distribution on account of such Holder's Claim, in which event the Claim shall become a Disputed Claim. The Debtors intend to attempt to resolve any such disputes consensually or through judicial means outside the Bankruptcy Court. Nevertheless, the Debtors may, in their discretion, File with the Bankruptcy Court (or any other court of competent jurisdiction) an objection

to the allowance of any Claim or any other appropriate motion or adversary proceeding with respect thereto. All such objections shall be litigated to Final Order; *provided*, that the Debtors may compromise, settle, withdraw, or resolve by any other method approved by the Bankruptcy Court any objections to Claims.

All Proofs of Claim, other than Rejection Damages Claims, Filed in the Chapter 11 Cases shall be considered objected to and Disputed without further action by the Debtors. Upon the Effective Date, all Proofs of Claim, other than Rejection Damages Claims, Filed against the Debtors, regardless of the time of filing, and including Proofs of Claim, other than Rejection Damages Claims, Filed after the Effective Date, shall be deemed withdrawn and expunged, other than as provided below. Notwithstanding anything in this Plan to the contrary, disputes regarding the amount of any Cure Cost pursuant to section 365 of the Bankruptcy Code and Claims that the Debtors seek to have determined by the Bankruptcy Court, shall in all cases be determined by the Bankruptcy Court. **Except as otherwise provided herein, all Proofs of Claim, other than Rejection Damages Claims, Filed after the Effective Date shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any further notice to or action, order, or approval of the Bankruptcy Court.**

B. *Allowance and Disallowance of Claims*

After the Effective Date, and except as otherwise provided in this Plan, the Reorganized Debtors shall have and shall retain any and all available rights and defenses that the Debtors had with respect to any Claim immediately before the Effective Date, including, without limitation, the right to assert any objection to Claims based on the limitations imposed by section 502 of the Bankruptcy Code. The Debtors and the Reorganized Debtors may, but are not required to, contest the amount and validity of any Disputed Claim or contingent or unliquidated Claim in the ordinary course of business in the manner and venue in which such Claim would have been determined, resolved or adjudicated if the Chapter 11 Cases had not been commenced.

All Claims and Interests of any Entity from which property is sought by the Debtors under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be disallowed if: (1) the Entity, on the one hand, and the Debtors or the Reorganized Debtors, as applicable, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code; and (2) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order.

C. *Claims Administration Responsibilities*

Except as otherwise specifically provided in this Plan, after the Effective Date, the Reorganized Debtors shall have the sole authority: (1) to File, withdraw, or litigate to judgment, objections to Claims or Interests; (2) to settle or compromise any Disputed Claim or Interest without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, except as otherwise provided herein, from and after the Effective Date, each Reorganized Debtor shall have and retain any and all rights and defenses such Debtor had immediately before the Effective Date with respect to any Disputed Claim or Interest, including the Causes of Action retained pursuant to this Plan.

Any objections to Claims and Interests other than General Unsecured Claims must be served and Filed on or before the 120th day after the Effective Date or by such later date as ordered by the Bankruptcy Court. All Claims and Interests other than General Unsecured Claims not objected to

by the end of such 120-day period shall be deemed Allowed unless such period is extended upon approval of the Bankruptcy Court.

Any objections to Rejection Damages Claims must be served and Filed on or before the 120th day after the Effective Date or by such later date as ordered by the Bankruptcy Court. All Rejection Damages Claims not objected to by the end of such 120-day period shall be deemed Allowed unless such period is extended upon approval of the Bankruptcy Court.

Notwithstanding the foregoing, the Debtors and Reorganized Debtors shall be entitled to dispute and/or otherwise object to any General Unsecured Claim in accordance with applicable non-bankruptcy law. If the Debtors or Reorganized Debtors dispute any General Unsecured Claim, such dispute shall be determined, resolved, or adjudicated, as the case may be, in the manner as if the Chapter 11 Cases had not been commenced; *provided*, that any disputes regarding the Allowance of a Rejection Damages Claim shall be determined by the Bankruptcy Court. In any action or proceeding to determine the existence, validity, or amount of any General Unsecured Claim, any and all claims or defenses that could have been asserted by the applicable Debtor(s) or the Entity holding such General Unsecured Claim are preserved as if the Chapter 11 Cases had not been commenced.

D. *Adjustment to Claims or Interests without Objection*

Any duplicate Claim or Interest or any Claim or Interest that has been paid, satisfied, amended, or superseded may be adjusted or expunged on the Claims Register by the Reorganized Debtors without the Reorganized Debtors having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court.

E. *Distributions After Allowance*

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of this Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Reorganized Debtors shall provide to the Holder of such Claim the distribution (if any) to which such Holder is entitled under this Plan as of the Effective Date, without any postpetition interest to be paid on account of such Claim.

**Article VIII.
CONDITIONS PRECEDENT TO THE EFFECTIVE DATE**

A. *Conditions Precedent to the Effective Date*

The following are conditions precedent to the Effective Date that must be satisfied or waived pursuant to the provisions of Article VIII.B:

1. The Transaction Support Agreement shall be in full force and effect, no termination event or event that would give rise to a termination event under the Transaction Support Agreement upon the expiration of any applicable grace period shall have occurred and remain occurring, and the Transaction Support Agreement shall not have been validly terminated before the Effective Date.

2. The DIP Facilities and all DIP Facilities Documents shall be in full force and effect, no event of default or event that would give rise to an event of default under the DIP Facilities Documents upon the expiration of the applicable grace period shall have occurred and remain occurring, and the DIP Term Loan Facility shall not have been validly terminated before the Effective Date.

3. Any non-technical and/or immaterial amendments, modifications or supplements to this Plan have been consented to by the Debtors and the Required Consenting Term Lenders.

4. All of the actions set forth in the Restructuring Transaction Steps Memorandum that are contemplated therein to be completed and implemented on or prior to the Effective Date, as applicable, shall have been completed and implemented in accordance with the terms thereof.

5. The Bankruptcy Court shall have entered the Final DIP/Cash Collateral Order, and such order shall be in a Final Order and shall remain in full force and effect.

6. The final version of the Plan Supplement shall have been filed and all of the schedules, documents, and exhibits contained therein shall be consistent in all material respects with the Transaction Support Agreement, the Transaction Term Sheet, the DIP & Exit ABL Commitment Letter, and this Plan.

7. The Bankruptcy Court shall have entered the Combined Order, which shall be in form and substance acceptable to the Required Consenting Term Lenders and Debtors and consistent in all material respects with the Transaction Term Sheet and the Transaction Support Agreement and shall not be subject to a stay, and the Plan shall not have been amended, altered, or modified from this Plan as confirmed by the Combined Order in any material respect, unless such material amendment, alteration, or modification has been made in accordance with this Plan and shall:

- a. authorize the Debtors to take all actions necessary to enter into, implement, and consummate the contracts, instruments, releases, leases, indentures, and other agreements or documents created in connection with this Plan;
- b. be in form and substance acceptable to the Required DIP Term Lenders;
- c. authorize the assumption, assumption and assignment, and/or rejection of the Executory Contracts and Unexpired Leases by the Debtors as contemplated in this Plan and the Plan Supplement;
- d. decree that the provisions in the Combined Order and this Plan are nonseverable and mutually dependent;
- e. authorize the Debtors to: (i) implement the Restructuring Transactions; (ii) distribute the New Equity Interests pursuant to the exemption from registration under the Securities Act provided by section 1145 of the Bankruptcy Code or other exemption from such registration or pursuant to one or more registration statements; (iii) make all distributions and issuances as required under this Plan consistent with the Transaction Term Sheet, including the New Equity Interests; and (iv) enter into any agreements, transactions, and sales of property as contemplated by this Plan and the Plan Supplement, including the Management Incentive Plan;
- f. authorize the implementation of this Plan in accordance with its terms; and
- g. provide that, pursuant to section 1146 of the Bankruptcy Code, the assignment or surrender of any lease or sublease, and the delivery of any deed or other instrument or transfer order, in furtherance of, or in connection with this Plan, including any deeds, bills of sale, or assignments executed in connection with any disposition or transfer of assets contemplated under this Plan, shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

8. Each document or agreement necessary to effectuate the Plan, including all Definitive Documents, shall have been executed and/or effectuated, shall be in form and substance acceptable to the Required Consenting Term Lenders and Company Parties, and shall be consistent with the Transaction Support Agreement or the DIP & Exit ABL Commitment Letter, as applicable, including the consent rights provided therein, and any conditions precedent related thereto or contained therein shall have been satisfied prior to or contemporaneously with the occurrence of the Effective Date or otherwise waived in accordance with the terms of the applicable Definitive Documents.

9. The Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Restructuring Transactions, and all applicable regulatory or government imposed waiting periods shall have expired or been terminated.

10. All governmental and third-party approvals and consents that may be necessary in connection with the Restructuring Transactions shall have been obtained, not be subject to unfulfilled conditions, and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on the Restructuring Transactions.

11. No court of competent jurisdiction or other competent governmental or regulatory authority shall have issued any order making illegal or otherwise restricting, limiting, preventing, or prohibiting the consummation of any of the Restructuring Transactions.

12. The Debtors shall have paid in full all professional fees and expenses of the Retained Professionals that require the Bankruptcy Court's approval or amounts sufficient to pay such fees and expenses after the Effective Date shall have been placed in the Professional Fee Escrow Account pending the Bankruptcy Court's approval of such fees and expenses.

13. The Restructuring Fees and Expenses shall have been paid in full in Cash (subject to any order of the Bankruptcy Court).

14. The restructuring to be implemented on the Effective Date shall be consistent with this Plan, the Transaction Support Agreement, and the DIP & Exit ABL Commitment Letter.

15. There shall not have been instituted or threatened or be pending any material action, proceeding, application, claim, counterclaim, or investigation (whether formal or informal) (or there shall not have been any material adverse development to any action, application, claim, counterclaim, or proceeding currently instituted, threatened, or pending) before or by any court, governmental, regulatory or administrative agency or instrumentality, domestic or foreign, or by any other person, domestic or foreign, in connection with the Restructuring Transactions that, in the reasonable judgment of the Debtors and the Required Consenting Term Lenders would prohibit, prevent, or restrict consummation of the Restructuring Transactions in a materially adverse manner.

Following the satisfaction or waiver of the foregoing, concurrently with or immediately following effectiveness of this Plan on the Effective Date:

1. The Existing Equity Interests shall have been canceled and the New Equity Interests shall have been issued by Reorganized Parent and distributed in accordance with the terms of this Plan.

2. The New Equity Interests to be issued and/or delivered on the Effective Date (as set forth in this Plan) shall have been validly issued by Reorganized Parent, shall be fully paid and non-assessable, and shall be free and clear of all taxes, Liens and other encumbrances, pre-emptive rights, rights of first refusal, subscription rights and similar rights, except for any restrictions on transfer as may be imposed by (i) applicable securities Laws and (ii) the New Organizational Documents of Reorganized Parent.

3. All conditions precedent to the effectiveness of the Exit Facilities and all other financing agreements and arrangements contemplated hereunder, as applicable, shall be or have been, as applicable, funded and closed and be in full force and effect.

4. The Releases set forth in this Plan shall be in full force and effect.

5. The Debtors shall have paid in full to the relevant Persons all payments and fees provided for in the Transaction Support Agreement, the Transaction Term Sheet, and applicable Definitive Documents that are payable on, before, or in connection with the occurrence of the Effective Date.

Immediately following effectiveness of the Plan, the Reorganized Debtors shall complete the termination of registration of all Securities under sections 13 and 15(d) of the Exchange Act such that the Reorganized Debtors shall be a private company as soon as reasonably practicable after the Effective Date.

B. Waiver of Conditions

Subject to section 1127 of the Bankruptcy Code, the conditions to Confirmation and consummation of this Plan set forth in this Article VIII may be waived by the Debtors, with the consent of the Required Consenting Lenders, without notice, leave, or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate this Plan. The failure of the Debtors or Reorganized Debtors to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each right shall be deemed an ongoing right that may be asserted at any time.

C. Effect of Non-Occurrence of Conditions to the Effective Date

If the Confirmation of this Plan or the Effective Date does not occur with respect to one or more of the Debtors on or before the termination of the Transaction Support Agreement, then this Plan shall, with respect to such applicable Debtor or Debtors, be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders, or any other Person or Entity; (3) constitute an allowance of any Claim or Interest; or (4) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders, or any other Person or Entity in any respect.

D. Substantial Consummation

“Substantial consummation” of this Plan, as defined in section 1102(2) of the Bankruptcy Code, shall be deemed to occur on the Effective Date.

Article IX.

DISCHARGE, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Discharge of Claims and Termination of Interests

Pursuant to and to the fullest extent permitted by section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in this Plan, the Combined Order, the Definitive Documents, or in any contract, instrument, or other agreement or document created or entered into, the distributions, rights, and treatment that are provided in this Plan shall be in full and final satisfaction, settlement, release, and discharge, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, demands against, Liens on, obligations of, rights against, and Interests in, the Debtors, the Reorganized Debtors, the Estates, or any of their assets or properties,

regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted this Plan. The Combined Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date.

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to this Plan, the provisions of this Plan shall constitute a good-faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Combined Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, the Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of this Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against the Debtors and the Estates and Causes of Action against other Entities.

B. *Releases by the Debtors*

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in this Plan or the Combined Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, is and is deemed to be, forever and unconditionally released, and absolved by each Debtor, Reorganized Debtor, and the Estates from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction,

(8) any contract, instrument, release, or other agreement or document created or entered into in connection with this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of this Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to this Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under this Plan or any other related agreement, or (10) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed or (2) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under this Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan, or any agreement, Claim, or obligation arising or assumed under this Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing this Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

C. *Releases by Holders of Claims and Interests*

To the extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in this Plan or the Combined Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the

Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any Security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of this Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to this Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under this Plan or any other related agreement, or (10) any other act, or omission, transaction, agreement, event, or other occurrence relating to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under this Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan, or any agreement, claim, or obligation arising or assumed under this Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

D. *Exculpation*

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of this Plan, the Transaction Support Agreement, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with this Plan, the Disclosure Statement,

the Definitive Documents, the Plan Supplement, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with this Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of this Plan; *provided*, that the foregoing provisions of this exculpation shall not operate to waive or release: (1) any Claims or Causes of Action arising from willful misconduct, actual fraud (but not, for the avoidance of doubt, fraudulent transfers), or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (2) the rights of any Person or Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan or assumed pursuant to this Plan or Final Order of the Bankruptcy Court; *provided*, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of this Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to this Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or such distributions made pursuant to this Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. For the avoidance of doubt and notwithstanding anything else herein, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

E. *Permanent Injunction*

Except as otherwise expressly provided in the Transaction Support Agreement, this Plan or the Combined Order, from and after the Effective Date, all Persons and Entities are, to the fullest extent provided under Section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (1) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (2) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (3) creating, perfecting, or enforcing any Lien or encumbrance; (4) asserting a right of setoff or subrogation of any kind; or (5) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to this Plan or the Combined Order against any Person or Entity so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11 Cases under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to

Article IX hereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

F. *SEC Reservation of Rights*

Notwithstanding any language to the contrary in the Disclosure Statement, Plan and/or Combined Order, no provision shall (i) preclude the SEC from enforcing its police or regulatory powers or (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, Causes of Action, proceedings or investigations against any non-Debtor Person or non-Debtor Entity in any forum.

**Article X.
RETENTION OF JURISDICTION**

Notwithstanding the entry of the Combined Order and the occurrence of the Effective Date, except to the extent set forth herein or under applicable federal law, the Bankruptcy Court shall retain on and after the Effective Date jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and this Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

A. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;

B. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Retained Professionals authorized pursuant to the Bankruptcy Code or this Plan;

C. resolve any matters related to: (1) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Cure Costs arising therefrom, including Cure Costs pursuant to section 365 of the Bankruptcy Code; (2) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (3) the Reorganized Debtors amending, modifying, or supplementing, after the Effective Date, any Executory Contracts and Unexpired Leases to be assumed or rejected or otherwise; and (4) any dispute regarding whether a contract or lease is or was executory or expired;

D. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of this Plan and the Combined Order;

E. adjudicate, decide, or resolve any motions, adversary proceedings, contested, or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

F. adjudicate, decide, or resolve any and all matters related to Causes of Action;

G. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

H. resolve any cases, controversies, suits, or disputes that may arise in connection with any Claims, including claim objections, allowance, disallowance, estimation, and distribution;

I. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of this Plan, the Combined Order, and all contracts, instruments, releases, and other agreements or documents created in connection with this Plan, the Combined Order, or the Disclosure Statement, including the Transaction Support Agreement;

J. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

K. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the interpretation or enforcement of this Plan, the Combined Order, or any contract, instrument, release or other agreement or document that is entered into or delivered pursuant to this Plan or the Combined Order, or any Entity's rights arising from or obligations incurred in connection with this Plan or the Combined Order;

L. issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with enforcement of this Plan or the Combined Order;

M. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in this Plan and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

N. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid;

O. enter and implement such orders as are necessary or appropriate if the Combined Order is for any reason modified, stayed, reversed, revoked, or vacated;

P. determine any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Combined Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with this Plan, the Combined Order, or the Disclosure Statement;

Q. enter an order or final decree concluding or closing the Chapter 11 Cases;

R. adjudicate any and all disputes arising from or relating to distributions to Holders of Claims and Interests under this Plan;

S. consider any modification of this Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Combined Order;

T. determine requests for payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

U. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan, or the Combined Order, including disputes arising under agreements, documents, or instruments executed in connection with this Plan;

V. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

W. hear and determine all disputes involving the existence, nature, or scope of the Debtors' discharge, including without limitation any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred before or after the Effective Date;

X. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the releases, injunctions, and exculpations provided under Article IX;

Y. resolve any disputes concerning whether a Person had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, in each case, for the purpose of determining whether a Claim or Interest is discharged hereunder or for any other purpose;

Z. enforce all orders previously entered by the Bankruptcy Court; and

AA. hear any other matter not inconsistent with the Bankruptcy Code, this Plan, or the Combined Order.

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Article X, the provisions of this Article X shall have no effect on and shall not control, limit, or prohibit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

Notwithstanding anything to the contrary in this Plan: (1) the Bankruptcy Court's jurisdiction to hear and determine disputes concerning Claims against or Interests in the Debtors that arose before the Effective Date, including, without limitation, any Claims based in whole or in part on any conduct of the Debtors occurring on or before the Effective Date, shall be non-exclusive; (2) any dispute arising under or in connection with the Exit Facility Documents, and New Organizational Documents, and shall be dealt with in accordance with the provisions of the applicable document; and (3) as of the Effective Date, the Exit Term Loan Credit Agreement shall be governed by the jurisdictional provisions therein.

Article XI.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF PLAN

A. *Modification of Plan*

Subject to the terms of the Transaction Support Agreement and the limitations contained in this Plan, the Debtors or Reorganized Debtors reserve the right to, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise ordered by the Bankruptcy Court, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Transaction Support Agreement: (1) amend or modify this Plan before the entry of the Combined Order, including amendments or modifications to satisfy section 1129(b) of the Bankruptcy Code; (2) amend or modify this Plan after the entry of the Combined Order in accordance with section 1127(b) of the Bankruptcy Code and the Transaction Support Agreement upon order of the Bankruptcy Court; and (3) remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purpose and intent of this Plan upon order of the Bankruptcy Court. In addition, after the Confirmation Date, so long as such action does not adversely affect the treatment of Holders of Allowed Claims pursuant to this Plan, the Debtors may, with the consent of the Required Consenting Term Lenders, make appropriate technical adjustments, remedy any defect or omission or reconcile any inconsistencies in this Plan, the Plan Supplement and/or the Combined Order, with respect to such matters as may be necessary to carry out the purposes and effects of this Plan, and any Holder of a Claim that has accepted this Plan shall be deemed to have accepted this Plan as amended, modified, or supplemented.

B. *Effect of Confirmation on Modifications*

Entry of the Combined Order shall mean that all modifications or amendments to this Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

C. *Revocation of Plan; Reservation of Rights if Effective Date Does Not Occur*

Subject to the occurrence of the Effective Date, the Debtors reserve the right, subject to the terms of the Transaction Support Agreement, to revoke or withdraw this Plan before the entry of the Combined Order and to File subsequent plans of reorganization. If the Debtors revoke or withdraw this Plan, or if entry of the Combined Order or the Effective Date does not occur, or if the Transaction Support Agreement terminates in accordance with its terms before the Effective Date, then: (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount of any Claim or Interest or Class of Claims or Interests), assumption, assumption and assignment, or rejection of Executory Contracts or Unexpired Leases effected by this Plan, and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Interests in, such Debtor or any other Entity; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission, acknowledgment, offer, or undertaking of any sort by the Debtors or any other Entity; *provided*, that any Restructuring Fees and Expenses that have been paid as of the date of revocation or withdrawal of this Plan shall remain paid and shall not be subject to disgorgement or repayment without further order of the Bankruptcy Court.

Article XII.
MISCELLANEOUS PROVISIONS

A. *Immediate Binding Effect*

Notwithstanding Bankruptcy Rules 3020(e), 6004(g), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of this Plan and the documents and instruments contained in the Plan

Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims and Interests (irrespective of whether Holders of such Claims or Interests are deemed to have accepted this Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in this Plan, each Entity acquiring property under this Plan and any and all non-Debtor parties to Executory Contracts and Unexpired Leases, and notwithstanding whether or not such Person or Entity (1) shall receive or retain any property, or interest in property, under this Plan, (2) has filed a Proof of Claim in the Chapter 11 Cases (if applicable) or (3) failed to vote to accept or reject this Plan, affirmatively voted to reject this Plan, or is conclusively presumed to reject this Plan. The Combined Order shall contain a waiver of any stay of enforcement otherwise applicable, including pursuant to Bankruptcy Rule 3020(e) and 7062.

B. *Additional Documents*

Subject to the terms of the Transaction Support Agreement, on or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan. The Debtors or Reorganized Debtors, as applicable, and all Holders of Claims and Interests receiving distributions pursuant to this Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan or the Combined Order.

C. *Payment of United States Trustee Statutory Fees*

All United States Trustee Statutory Fees due and payable to the United States Trustee before the Effective Date shall be paid by the Debtors on the Effective Date. After the Effective Date, any and all United States Trustee Statutory Fees shall be paid to the United States Trustee when due and payable. The Debtors shall file all monthly operating reports due before the Effective Date when they become due, using UST Form 11-MOR. After the Effective Date, the Reorganized Debtors shall each file with the Bankruptcy Court separate UST Form 11-PCR reports when they become due, until the earliest of the Debtors' or Reorganized Debtors' case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code. The United States Trustee shall not be required to File a request for an Administrative Claim for United States Trustee Statutory Fees, and shall not be treated as providing any release under this Plan.

D. *Reservation of Rights*

This Plan shall have no force or effect unless and until the Bankruptcy Court enters the Combined Order. None of the filing of this Plan, any statement or provision contained in this Plan, or the taking of any action by any Debtor with respect to this Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests before the Effective Date.

E. *Successors and Assigns*

The rights, benefits, and obligations of any Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, director, agent, Representative, attorney, beneficiaries, or guardian, if any, of each Entity.

F. *No Successor Liability*

Except as otherwise expressly provided in this Plan and the Combined Order, each of the Reorganized Debtors (1) is not, and shall not be deemed to assume, agree to perform, pay, or otherwise have any responsibilities for any liabilities or obligations of the Debtors or any other Person relating to or

arising out of the operations or the assets of the Debtors on or before the Effective Date, (2) is not, and shall not be, a successor to the Debtors by reason of any theory of law or equity or responsible for the knowledge or conduct of any Debtor before the Effective Date, and (3) shall not have any successor or transferee liability of any kind or character.

G. *Service of Documents*

After the Effective Date, any pleading, notice, or other document required by this Plan to be served on or delivered to the Reorganized Debtors shall also be served on:

Debtors	Counsel to the Debtors
<p>The Container Store Group, Inc. 500 Freeport Parkway, Coppell, TX 75019 Attn: Tasha Grinnell</p>	<p>Hunton Andrews Kurth LLP 600 Travis Street, Suite 4200 Houston, TX 77002 Attn: Timothy A. (“Tad”) Davidson II, Ashley L. Harper, Philip M. Guffy and Latham & Watkins LLP 1271 Avenue of the Americas New York, NY 10020 Attn: George A. Davis, Hugh Murtagh and Latham & Watkins LLP 355 South Grand Avenue, Suite 100 Los Angeles, CA 90071 Attn: Ted A. Dillman</p>
United States Trustee	Counsel to the Ad Hoc Group
<p>Office of the United States Trustee for the Southern District of Texas Trustee 515 Rusk Street, Suite 3516 Houston, TX 77002 Attn: Ha Nguyen, Vianey Garza</p>	<p>Paul Hastings LLP 200 Park Avenue New York, NY 10166 Attn: Jayme Goldstein, Isaac Sasson, William Reily, Leonie Koch and Paul Hastings LLP 600 Travis Street, Floor 58 Houston, TX, 77002 Attn: Schlea Thomas and Paul Hastings LLP 2001 Ross Avenue, Suite 2700 Dallas, TX 75201 Attn: Charles Persons</p>

Counsel to the DIP Term Loan Agents	Counsel to DIP ABL Loan Agent
Paul Hastings LLP 200 Park Avenue New York, NY 10166 Attn: Alex Cota, Liz Loonam	Riemer & Braunstein LLP, Times Square Tower, Seven Times Square, Suite 2506 New York, NY 10036 Attn: Donald E. Rothman and Frost Brown Todd LLP 2101 Cedar Springs Road, Suite 900 Dallas, TX 75201 Attn: Rebecca L. Matthews

H. *Term of Injunctions or Stays*

Unless otherwise provided in this Plan or in the Combined Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in this Plan or the Combined Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in this Plan or the Combined Order shall remain in full force and effect in accordance with their terms.

I. *Entire Agreement*

On the Effective Date, this Plan and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

J. *Governing Law*

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of this Plan, the Plan Supplement, and any agreements, documents, instruments, or contracts executed or entered into in connection with this Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control), and corporate governance matters; *provided*, that corporate governance matters relating to Debtors or Reorganized Debtors, as applicable, not incorporated in New York shall be governed by the laws of the jurisdiction of incorporation of the applicable Debtor or Reorganized Debtor, as applicable.

K. *Exhibits*

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of this Plan as if set forth in full in this Plan. Except as otherwise provided in this Plan, such exhibits and documents included in the Plan Supplement shall initially be Filed with the Bankruptcy Court on or before the Plan Supplement Filing Date. After the exhibits and documents are Filed, copies of such exhibits and documents shall have been available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at <https://www.veritaglobal.net/thecontainerstore> or the Bankruptcy Court's website at www.txs.uscourts.gov. To the extent any exhibit or document is inconsistent with the terms of this Plan,

unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of this Plan shall control.

L. *Nonseverability of Plan Provisions upon Confirmation*

If, before Confirmation, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted; *provided*, that any such alteration or interpretation shall be acceptable to the Debtors and the Required Consenting Term Lenders. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Combined Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to this Plan and may not be deleted or modified without the consent of the Debtors; and (3) nonseverable and mutually dependent.

M. *Closing of Chapter 11 Cases*

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

N. *Conflicts*

To the extent that any provision of the Transaction Support Agreement, the Disclosure Statement, or any order entered before Confirmation (for avoidance of doubt, not including the Combined Order) referenced in this Plan (or any exhibits, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of this Plan, this Plan shall govern and control; *provided, however*, that the parties to the Transaction Support Agreement shall use commercially reasonable efforts to eliminate any such inconsistency by agreement prior to the provisions of this section becoming applicable and enforceable; *provided, further*, that the foregoing shall not abrogate any party's consent rights. To the extent that any provision of this Plan conflicts with or is in any way inconsistent with any provision of the Combined Order, the Combined Order shall govern and control.

O. *No Strict Construction*

This Plan is the product of extensive discussions and negotiations between and among, *inter alia*, the Debtors, the Consenting Stakeholders, and their respective professionals. Each of the foregoing was represented by counsel of its choice who either participated in the formulation and documentation of, or was afforded the opportunity to review and provide comments on, this Plan and the Disclosure Statement, the exhibits and schedules thereto, and the other agreements and documents ancillary or related thereto. Accordingly, unless explicitly indicated otherwise, the general rule of contract construction known as "contra proferentem" or other rule of strict construction shall not apply to the construction or interpretation of any provision of this Plan and the Disclosure Statement, the exhibits and schedules thereto, and the other agreements and documents ancillary or related thereto.

P. *Section 1125(e) Good Faith Compliance*

The Debtors, the Reorganized Debtors, the Consenting Term Lenders, and each of their respective current and former officers, directors, members (including *ex officio* members), managers, employees, partners, advisors, attorneys, professionals, accountants, investment bankers, investment advisors,

actuaries, Affiliates, financial advisors, consultants, agents, and other Representatives of each of the foregoing Entities (whether current or former, in each case in his, her or its capacity as such) have, and upon Confirmation shall be deemed to have, solicited votes on this Plan from the Voting Classes in compliance with the applicable provisions of the Bankruptcy Code, and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with the solicitation, and acted in “good faith” under section 1125(e) of the Bankruptcy Code; and therefore, no such parties, individuals, or the Debtors or the Reorganized Debtors shall have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on this Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under this Plan.

Q. *2002 Notice Parties*

After the Effective Date, the Debtors and the Reorganized Debtors, as applicable, are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed a renewed request after the Combined Hearing to receive documents pursuant to Bankruptcy Rule 2002.

Respectfully submitted, as of the date first set forth above,

The Container Store Group, Inc.
(on behalf of itself and all other Debtors)

By: /s/ Chad E. Coben

Name: Chad E. Coben

Title: Chief Restructuring Officer

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

----- x
 In re: : Chapter 11
 :
 : Case No. 24-90627 (ARP)
 THE CONTAINER STORE GROUP, INC., *et al.*, :
 :
 Debtors.¹ : (Jointly Administered)
 :
 :
 ----- :x

CERTIFICATE OF SERVICE

I, Darlene S. Calderon, depose and say that I am employed by Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”), the claims and noticing agent for the Debtors in the above-captioned case.

On December 21, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the Class 3 Term Loan Claimants service list attached hereto as **Exhibit A**:

- **Ballot for Holders in Class 3 (Term Loan Claims) for Voting to Accept or Reject the Joint Prepackaged Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code** [Substantially in the form attached as Exhibit 2 to Docket No. 17]
- **Disclosure Statement for Prepackaged Joint Plan of Reorganization of the Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code** [Docket No. 18]

(Continued on the following page)

¹ The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freepoint Parkway, Coppell, TX 75019.

- **Prepackaged Joint Plan of Reorganization of the Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code [Docket No. 19]**

Dated: December 23, 2024

/s/ Darlene S. Calderon

Darlene S. Calderon

Verita

222 N Pacific Coast Highway, Suite 300

El Segundo, CA 90245

Tel. 310.823.9000

Exhibit A

Exhibit A
Class 3 - Term Loan Claimants
Served via Electronic Mail

CreditorName	Email
AMERICAN MONEY MANAGEMENT CORPORATION - AMMC CLO 23, LIMITED	Email Address on File
AMERICAN MONEY MANAGEMENT CORPORATION - AMMC CLO 25, LIMITED	Email Address on File
AMERICAN MONEY MANAGEMENT CORPORATION-AMMC CLO 24, LIMITED	Email Address on File
AMERICAN MONEY MANAGEMENT CORPORATION-AMMC CLO 27 LTD	Email Address on File
AMMC CLO 18 LTD	Email Address on File
AMMC CLO 22, LIMITED	Email Address on File
AMMC CLO XI, LIMITED	Email Address on File
ARBOUR LANE CAPITAL MANAGEMENT LP-ALCOF III NUBT, L.P.	Email Address on File
CROSSINGBRIDGE ADVISORS LLC - BRNKR CPTL DSTNS TRS - DSTNS GBL FXD INCM OPRTS FD	Email Address on File
CROSSINGBRIDGE ADVISORS, LLC-CROSSINGBRIDGE RESPONSIBLE CREDIT FND	Email Address on File
CROSSINGBRIDGE ADVISORS, LLC-RIVERPARK STRATEGIC INCOME FND	Email Address on File
CROSSINGBRIDGE LOW DURATION HIGH YIELD FUND	Email Address on File
GC ADVISORS LLC - GEMS 6 SUB 2, LLC	Email Address on File
GC ADVISORS LLC - GEMS 6I SUB 1, L.P.	Email Address on File
GC ADVISORS LLC-GOLUB SAPPHIRE FUND, L.P.	Email Address on File
GC FINANCE OPERATIONS TRUST	Email Address on File
GC PE HOLDINGS LLC-OPAL BSL HOLDINGS 1 LLC	Email Address on File
GLENDON CAPITAL MANAGEMENT LP - GLENDON OPPORTUNITIES FUND II, L.P.	Email Address on File
GLENDON CAPITAL MANAGEMENT LP-GLENDON OPPORTUNITIES FUND III LP	Email Address on File
HPS INVESTMENT PARTNERS, LLC - PARK AVENUE INSTITUTIONAL ADVISERS CLO LTD 2017-1	Email Address on File
HPS INVESTMENT PARTNERS, LLC -PARK AVENUE INSTITUTIONAL ADVISERS CLO LTD 2021-1	Email Address on File
HPS INVESTMENT PARTNERS, LLC-PARK AVENUE INSTITUTIONAL ADVISERS CLO LTD 2016-1	Email Address on File
JPMORGAN BK BRANCH - 0802	Email Address on File
LCM 27 LTD.	Email Address on File
LCM 28 LTD.	Email Address on File
LCM 30 LTD.	Email Address on File
LCM ASSET MANAGEMENT LLC - LCM 26 LTD.	Email Address on File
LCM ASSET MANAGEMENT LLC - LCM 29 LTD.	Email Address on File
LCM ASSET MANAGEMENT LLC - LCM 31 LTD.	Email Address on File
LCM ASSET MANAGEMENT LLC - LCM 32 LTD.	Email Address on File
LCM ASSET MANAGEMENT LLC - LCM 33 LTD.	Email Address on File
LCM ASSET MANAGEMENT LLC - LCM 36 LTD.	Email Address on File
LCM ASSET MANAGEMENT LLC - LCM LOAN INCOME FUND I LTD.	Email Address on File
LCM ASSET MANAGEMENT LLC - LCM XXIV LTD	Email Address on File
LCM ASSET MANAGEMENT LLC-LCM 37 LTD	Email Address on File
LCM EURO II LLC-LCM 39 LTD	Email Address on File
LCM EURO II LLC-LCM 40 LTD	Email Address on File

Exhibit A
Class 3 - Term Loan Claimants
Served via Electronic Mail

CreditorName	Email
LCM EURO LLC - LCM 35 LTD.	Email Address on File
LCM EURO LLC-LCM 34, LTD	Email Address on File
LCM EURO LLC-LCM 38 LTD.	Email Address on File
LCM XIII LIMITED PARTNERSHIP	Email Address on File
LCM XIV LIMITED PARTNERSHIP	Email Address on File
LCM XV LIMITED PARTNERSHIP	Email Address on File
LCM XVI LIMITED PARTNERSHIP	Email Address on File
LCM XVII LIMITED PARTNERSHIP	Email Address on File
LCM XVIII LIMITED PARTNERSHIP	Email Address on File
LCM XXII LTD.	Email Address on File
LCM XXIII LTD.	Email Address on File
LCM XXV LTD.	Email Address on File
LOOMIS,SAYLES & CO, L.P.- LOOMIS SAYLES SENIOR FLOATING RATE & FIXED INCOME FUND	Email Address on File
MJX AM - VENTURE 37 CLO, LIMITED.	Email Address on File
MJX AM - VENTURE XXIII CLO LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC - VENTURE 38 CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC - VENTURE 42 CLO LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC - VENTURE 43 CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC - VENTURE XIX CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC-VENTURE 47 CLO, LTD.	Email Address on File
MJX VENTURE HOLDINGS II LP - VENTURE 48 CLO LTD	Email Address on File
MJX VENTURE MANAGEMENT II LLC-VENTURE 46 CLO, LIMITED	Email Address on File
MJX VENTURE MANAGEMENT III LLC - VENTURE 41 CLO, LIMITED	Email Address on File
NASSAU 2018-II LTD.	Email Address on File
NASSAU 2019-I LTD.	Email Address on File
NASSAU 2019-II LTD.	Email Address on File
NASSAU 2021-I LTD.	Email Address on File
NASSAU GLOBAL CREDIT LLC - NASSAU 2017-I LTD	Email Address on File
NASSAU GLOBAL CREDIT LLC - NASSAU 2020-I LTD	Email Address on File
NASSAU GLOBAL CREDIT LLC - NASSAU 2017-II LTD	Email Address on File
NASSAU GLOBAL CREDIT LLC - NASSAU 2018-I LTD	Email Address on File
TIKEHAU STRUCTURED CREDIT MANAGEMENT LLC - TIKEHAU US CLO I LTD	Email Address on File
TIKEHAU STRUCTURED CREDIT MANAGEMENT LLC - TIKEHAU US CLO IV, LTD.	Email Address on File
TIKEHAU STRUCTURED CREDIT MANAGEMENT LLC-TIKEHAU US CLO II LTD	Email Address on File
TIKEHAU STRUCTURED CREDIT MANAGEMENT LLC-TIKEHAU US CLO III LTD	Email Address on File
VENTURE 28A CLO, LIMITED	Email Address on File
VENTURE 31 CLO, LIMITED	Email Address on File
VENTURE 32 CLO, LIMITED	Email Address on File
VENTURE 33 CLO, LIMITED	Email Address on File
VENTURE 34 CLO, LIMITED	Email Address on File
VENTURE 35 CLO, LIMITED	Email Address on File
VENTURE 36 CLO LIMITED	Email Address on File
VENTURE 45 CLO LIMITED	Email Address on File
VENTURE XXIX CLO, LIMITED	Email Address on File

Exhibit A
Class 3 - Term Loan Claimants
Served via Electronic Mail

CreditorName	Email
VENTURE XXVI CLO, LIMITED	Email Address on File
VENTURE XXVII CLO, LIMITED	Email Address on File
VENTURE XXVIII CLO LIMITED	Email Address on File
VENTURE XXX CLO, LIMITED	Email Address on File
Z CAPITAL CLO MANAGEMENT, L.L.C. - Z CAPITAL CREDIT PARTNERS CLO 2019-1 LTD.	Email Address on File
Z CAPITAL CREDIT PARTNERS CLO 2018-1 LTD.	Email Address on File
Z CAPITAL GROUP, L.L.C. - Z CAPITAL CREDIT PARTNERS CLO 2021-1 LTD.	Email Address on File
ZAIS CLO 11, LIMITED	Email Address on File
ZAIS CLO 6, LIMITED	Email Address on File
ZAIS CLO 7, LIMITED	Email Address on File
ZAIS LEVERAGED LOAN MASTER MANAGER, LLC - ZAIS CLO 17, LIMITED	Email Address on File

ENTERED

December 23, 2024

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

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:
In re: : Chapter 11
:
THE CONTAINER STORE GROUP, INC., *et al.*, : Case No. 24-90627 (ARP)
:
Debtors.¹ : (Jointly Administered)
:
----- X

**ORDER (I) SCHEDULING COMBINED HEARING
TO CONSIDER (A) FINAL APPROVAL OF DISCLOSURE
STATEMENT, (B) APPROVAL OF SOLICITATION PROCEDURES
AND FORM OF BALLOT, AND (C) CONFIRMATION OF PLAN;
(II) ESTABLISHING AN OBJECTION DEADLINE TO OBJECT TO DISCLOSURE
STATEMENT AND PLAN; (III) APPROVING THE FORM AND MANNER
OF NOTICE OF COMBINED HEARING, OBJECTION DEADLINE, AND
NOTICE OF COMMENCEMENT; (IV) APPROVING NOTICE AND OBJECTION
PROCEDURES FOR THE ASSUMPTION OR REJECTION OF EXECUTORY
CONTRACTS AND UNEXPIRED LEASES; (V) CONDITIONALLY WAIVING
REQUIREMENT OF FILING SCHEDULES OF ASSETS AND LIABILITIES,
STATEMENTS OF FINANCIAL AFFAIRS, AND 2015.3 REPORTS;
(VI) CONDITIONALLY WAIVING REQUIREMENT TO CONVENE THE SECTION
341 MEETING OF CREDITORS; (VII) CONDITIONALLY APPROVING THE
DISCLOSURE STATEMENT; AND (VIII) GRANTING RELATED RELIEF
[Relates to Docket No. 17]**

Upon the emergency motion (the “*Motion*”)² of the Debtors for entry of an order (this “*Order*”) (a) scheduling a combined hearing (the “*Combined Hearing*”) to consider (i) approval of the Disclosure Statement, (ii) approval of Solicitation Procedures and form of Ballots, and (iii) confirmation of the Plan; (b) establishing an objection deadline to object to the

¹ The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

² Capitalized terms used but not defined herein have the meanings given to them in the Motion.

final approval of the Disclosure Statement and confirmation of the Plan (the “**Objection Deadline**”); (c) approving the form and manner of notice of the Combined Hearing, the Objection Deadline, and the commencement of the Chapter 11 Cases (the “**Combined Notice**”), attached hereto as Exhibit 1; (d) approving the Solicitation Procedures with respect to the Plan, including the form of Ballot and Voting Instructions, attached hereto as Exhibit 2; (e) approving the form and manner of (i) non-voting status notice (the “**Non-Voting Status Notice**”), attached hereto as Exhibit 3 and (ii) Release Opt-Out Forms, attached hereto as Exhibits 4A and 4B; (f) extending the deadline for the Debtors to file schedules of assets and liabilities and statements of financial affairs (collectively, the “**Schedules and Statements**”) and initial reports of financial information in respect of entities in which their Estates hold a controlling interest as set forth in in Bankruptcy Rule 2015.3 (the “**2015.3 Reports**”) in each case through and including February 23, 2025 (the “**SOAL/SOFA Deadline**”), and conditionally waiving the requirement that the Debtors file the Schedules and Statements and the 2015.3 Reports if the Plan is confirmed; (g) conditionally waiving the requirement to convene the Section 341 Meeting; (h) approving the notice and objection procedures in connection with the assumption or rejection of executory contracts and unexpired leases pursuant to the Plan; (i) conditionally approving the Disclosure Statement; and (j) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion and the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that

no other or further notice is necessary, except as set forth in the Motion with respect to entry of this Order; and upon the record herein; and after due deliberation thereon; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Combined Hearing, at which the Court will consider, among other things, the final approval of the Disclosure Statement and confirmation of the Plan, shall be held on **January 24, 2025 at 1:00 p.m. (prevailing Central Time)**. The Combined Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date or dates in open court or at the Combined Hearing and notice of such adjourned date(s) will be available on the electronic case filing docket.

2. The Proposed Confirmation Schedule set forth in the Motion (and copied below) is hereby approved, except as may be modified herein.

Event	Deadline	Notes
Voting Record Date	December 18, 2024	N/A
Commence Solicitation (the " <i>Solicitation Date</i> ")	December 21, 2024	N/A
Petition Date	December 22, 2024	N/A
Mail Combined Notice and Non-Voting Status Notice	December 24, 2024 or as soon as practicable thereafter	N/A
Publication Deadline	December 27, 2024 or as soon as practicable thereafter	N/A
Plan Supplement Filing Deadline	January 14, 2025	Seven (7) days before Objection Deadline
Deadline to Vote on the Plan and Return Release Opt-Out Forms (the " <i>Voting Deadline</i> ")	January 21, 2025 at 4:00 p.m. (prevailing Central Time)	Solicitation Date <i>plus</i> thirty-two (32) days

Event	Deadline	Notes
Objection Deadline	January 21, 2025 at 4:00 p.m. (prevailing Central Time)	Three (3) days before Combined Hearing
File Confirmation Materials	January 23, 2025 at 12:00 p.m. (prevailing Central Time)	One (1) day before Combined Hearing
Combined Hearing	January 24, 2025 at 1:00 p.m. (prevailing Central Time)	Thirty-three (33) days after Petition Date
Section 341(a) Meeting / SOAL/SOFA Deadline (if applicable)	February 23, 2025	Combined Hearing Date <i>plus</i> thirty (30) days

3. Any objections to the final approval of the Disclosure Statement and/or confirmation of the Plan shall be: (a) in writing; (b) filed with the Clerk of Court together with proof of service thereof; (c) set forth the name of the objecting party, and the nature and amount of any claim or interest asserted by the objecting party against the estate or property of the Debtors; (d) state the legal and factual basis for such objection; and (e) conform to the applicable Bankruptcy Rules, the Bankruptcy Local Rules and any other case management rules and orders of the Court, by no later than **4:00 p.m. (prevailing Central Time) on January 21, 2025**. In addition to being filed with the Clerk of the Court, any such Objections should be served upon the following parties in accordance with the Local Rules:

- a. The Container Store Group Inc., 500 Freeport Parkway Coppell, TX 75019, Attn: Tasha Grinnell (tlgrinnell@containerstore.com);
- b. proposed counsel to the Debtors, (i) Latham & Watkins LLP, (A) 355 South Grand Avenue, Suite 100, Los Angeles, CA 90071, Attn: Ted A. Dillman and Hugh Murtagh (ted.dillman@lw.com), and (B) 1271 Avenue of the Americas New York, NY 10020, Attn: Hugh Murtagh (hugh.murtagh@lw.com); and (ii) Hunton Andrews Kurth LLP, 600 Travis, Suite 4200, Houston, Texas 77002, Attn: Tad Davidson (taddavidson@huntonak.com) and Ashley Harper (ashleyharper@huntonak.com);
- c. counsel to the DIP Agent, Riemer & Braunstein LLP, Times Square Tower, Seven Times Square, Suite 2506, New York, NY 10036, Attn: Donald E. Rothman (drothman@riemerlaw.com) and Steven E. Fox

(sfox@riemerlaw.com) and (ii) Frost Brown Todd LLP, Rosewood Court, 2101 Cedar Springs Road, Suite 900, Dallas, TX 75201, Attn: Rebecca L. Matthews (rmatthews@fbtlaw.com);

- d. counsel to the Ad Hoc Group, Paul Hastings LLP, 200 Park Avenue, New York, NY 10166, Attn: Jayme Goldstein (jaymegoldstein@paulhastings.com); Charles Persons (charlespersons@paulhastings.com); Isaac Sasson (isaacsasson@paulhastings.com); and William Reily (williamreily@paulhastings.com); counsel to the ABL Facility Agent, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, NY 10017, Attn: Zachary Weiner (zachary.weiner@stblaw.com);
- e. Counsel to the Prepetition ABL Facility Agent, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, NY 10017, Attn: Ian Kitts (ian.kitts@stblaw.com);
- f. counsel to the DIP Term Loan Agent, Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 Attn: Alex Cota (alexcota@paulhastings.com);
- g. the U.S. Trustee, 515 Rusk Street, Suite 3516, Houston, TX 77002, Attn: Ha Nguyen (Ha.Nguyen@usdoj.gov) and Vianey Garza (Vianey.Garza@usdoj.gov); and
- h. counsel to any statutory committee, if appointed.

4. The Debtors are authorized to file and serve a supplement to the Plan (the “**Plan Supplement**”) on or before January 14, 2025, and to further supplement the Plan Supplement as necessary thereafter. If the Objection Deadline is extended, the Debtors shall be authorized to file the Plan Supplement by seven (7) days before such extended Objection Deadline.

5. Notice of the Combined Hearing and service thereof comply with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules and are approved and deemed to be sufficient and appropriate under the circumstances; *provided however*, that if any Holder of a Claim against, or Interest in, a Debtor requests from the Debtors, the Debtors’ counsel or Verita a copy of the Plan or Disclosure Statement, regardless of whether such Holder is in the Voting Class, the Debtors’ counsel or Verita shall serve the requested document or

documents on the Holder at the Debtors' cost, no later than two (2) Business Days from the date such request is made; *provided, further*, that any provision of Bankruptcy Rule 3017(d) requiring the Debtors to distribute the Disclosure Statement and the Plan to parties not entitled to vote, whether because they are unimpaired or because they are deemed to reject the Plan, or any parties in interest other than as prescribed in this Order, shall be waived; *provided further*, the Debtors shall cause to be posted to their case website, maintained by Verita, various chapter 11 related documents (to the extent not already posted), including the following: (a) the Plan; (b) the Disclosure Statement; (c) the Motion and any orders entered in connection with the Motion; and (d) the Combined Notice. The Debtors shall also serve a copy of the Combined Notice on all known creditors, interest holders, and interested parties; *provided* that the Publication Notice shall be deemed adequate and sufficient notice to the Debtors' customers of the Combined Hearing, the Objection Deadline, and the commencement of the Chapter 11 Cases. For the avoidance of doubt, the requirement that the Debtors serve any notices or materials on Holders of Claims in Class 6 (Intercompany Claims) or Interests in Class 7 (Intercompany Interests) shall be waived.

6. The Solicitation Procedures, including the setting of the Voting Record Date, utilized by the Debtors for distribution of the Solicitation Packages as set forth in the Motion in soliciting acceptances and rejections of the Plan satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules and are approved. The Debtors and the Solicitation Agent are authorized to accept Ballots and Release Opt-Out Forms through the E-Ballot Portal. The encrypted data and audit trail created by such electronic submission shall become part of the record of any Ballot or Release Opt-Out Form submitted in this manner, and the Holder's electronic signature will be deemed to be immediately legally valid and effective.

7. The authorization of the Solicitation Agent is approved and any obligation for the Debtors or the Solicitation Agent to conduct additional research for updated addresses based on undeliverable Solicitation Packages (including undeliverable Ballots, Non-Voting Status Notices, Release Opt-Out Forms, and Combined Notices) is hereby waived.

8. To the extent that section 1125(b) of the Bankruptcy Code requires the Debtors' prepetition solicitation of acceptances for the Plan to be pursuant to an approved disclosure statement in order to continue on a postpetition basis, the Court conditionally approves the Disclosure Statement as having adequate information as required by section 1125 of the Bankruptcy Code without prejudice to any party in interest objecting to the adequacy of the Disclosure Statement at the Combined Hearing.

9. The Debtors are authorized, but not directed, to provide the Nominees with sufficient copies of the Combined Notice and Non-Voting Status Notice to forward to the beneficial Holders of Interests. Nominees are required to forward the Combined Notice and Non-Voting Status Notice or copies thereof to the beneficial Holders of Interests within seven (7) days of the receipt by such Nominee of the Combined Notice. To the extent the Nominees incur out-of-pocket expenses in connection with distribution of the Combined Notice or Non-Voting Status Notice, the Debtors are authorized, but not directed, to reimburse such entities for their reasonable and customary expenses incurred in this regard. To the extent that the Debtors serve beneficial Holders directly, in accordance with the customary requirements of a Nominee, the Debtors are authorized to send the Combined Notice and Non-Voting Status Notice to beneficial Holders of Interests in Class 8 in paper format via first class mail or via electronic transmission in accordance with the customary requirements of each Nominee.

10. The Solicitation Package used to solicit votes to accept or reject the Plan as set forth in the Motion is approved.

11. The Combined Notice, substantially in the form attached hereto as Exhibit 1, is approved.

12. The Ballot and Voting Instructions, substantially in the forms attached hereto as Exhibit 2, and the terms and conditions therein, are approved.

13. The Non-Voting Status Notice, substantially in the form attached hereto as Exhibit 3, is approved.

14. The Release Opt-Out Forms, substantially in the form attached hereto as Exhibits 4A and 4B, and the terms and conditions therein, are approved.

15. The Solicitation Procedures that will be used for tabulations of votes to accept or reject the Plan as set forth in the Motion and as provided by the Ballots, as applicable, are approved.

16. The notice and objection procedures set forth in this Order and the Motion constitute good and sufficient notice of the Combined Hearing; commencement of the Chapter 11 Cases; and the deadline and procedures for objection to approval of the Solicitation Procedures, final approval of the Disclosure Statement, and confirmation of the Plan, and no other or further notice shall be necessary.

17. The time within which the Debtors shall file the Schedules and Statements and 2015.3 Reports is extended through and including the SOAL/SOFA Deadline without prejudice to the Debtors' right to seek further extensions of the time within which to file the Schedules and Statements and 2015.3 Reports or to seek additional relief from the Court regarding the filing of, or waiver of the requirement to file, the Schedules and Statements and 2015.3 Reports.

18. The requirement to convene a Section 341 Meeting shall be deferred, provided confirmation occurs on or before the SOAL/SOFA Deadline, without prejudice to the Debtors' right to request further extensions thereof.

19. The U.S. Trustee shall not be required (but may after consulting with the Debtors) to schedule a Section 341 Meeting, unless the Plan is not confirmed in the Chapter 11 Cases on or before the SOAL/SOFA Deadline, without prejudice to the Debtors' right to request further extensions thereof.

20. The notice and objection procedures in connection with the assumption or rejection of Executory Contracts and Unexpired Leases pursuant to the Plan are approved, as set forth in the Combined Notice.

21. Any objection to the assumption or rejection of Executory Contracts and Unexpired Leases must (a) be in writing, (b) conform to the applicable Bankruptcy Rules and Local Rules, (c) set forth the name of the objecting party, the basis for the objection, and the specific grounds thereof, (d) be filed with the Court by the Objection Deadline, together with proof of service, and (e) served upon the Notice Parties.

22. The Debtors are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order.

23. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Signed: December 23, 2024



Alfredo R Pérez
United States Bankruptcy Judge

EXHIBIT 1

Combined Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

----- x
 :
 In re: : Chapter 11
 :
 THE CONTAINER STORE GROUP, INC., *et al.*, : Case No. 24-90627 (ARP)
 :
 Debtors.¹ : (Jointly Administered)
 :
 ----- x

**NOTICE OF (I) COMMENCEMENT
OF CHAPTER 11 CASES, (II) COMBINED HEARING ON
DISCLOSURE STATEMENT, PREPACKAGED JOINT CHAPTER 11
PLAN, AND RELATED MATTERS, (III) OBJECTION DEADLINES,
AND (IV) SUMMARY OF PREPACKAGED JOINT CHAPTER 11 PLAN**

NOTICE IS HEREBY GIVEN as follows:

The Container Store Group, Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “**Debtors**”), each commenced a case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”) on December 22, 2024 (the “**Petition Date**”).

Before the Petition Date, on December 21, 2024, the Debtors commenced solicitation of the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* (as may be amended, modified, or supplemented from time to time, the “**Plan**”)² attached as Exhibit A to the proposed *Disclosure Statement for Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* (as may be amended, modified, or supplemented from time to time, the “**Disclosure Statement**”) pursuant to sections 1125 and 1126(b) of the Bankruptcy Code. Copies of the Plan and the Disclosure Statement may be obtained free of charge by visiting the solicitation website maintained by the Debtors’ solicitation agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global (the “**Solicitation Agent**” or “**Verita**”), at www.veritaglobal.net/thecontainerstore. Copies of the Plan and Disclosure Statement may also be obtained by calling the Solicitation Agent at (888) 251-3046 (U.S. / Canada,

¹ The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

² Capitalized terms used but not defined herein have the meanings given to them in the Plan.

toll-free) or (310) 751-2615 (International, toll), or by messaging the Solicitation Agent at www.veritaglobal.net/thecontainerstore/inquiry.

Information Regarding Plan

The Debtors commenced solicitation of votes to accept the Plan from Holders of Class 3 (Term Loan Claims) of record as of December 18, 2024. Only Holders of Claims in Class 3 are entitled to vote to accept or reject the Plan. All other Classes of Claims and Interests are either presumed to accept or deemed to reject the Plan and, therefore, Holders of such Claims and Interests are not entitled to vote to accept or reject the Plan. **The deadline for the submission of votes to accept or reject the Plan is January 21, 2025 at 4:00 p.m. (prevailing Central Time).**

The Debtors are proposing a restructuring that, pursuant to the Plan, will provide substantial benefits to the Debtors and all of their stakeholders. Upon its full implementation, the Plan will reduce the Debtors' total funded debt from approximately \$243.1 million to approximately \$190 million. **Importantly, the Plan will not impair the Debtors' non-financial creditors, including general unsecured creditors such as vendors and suppliers—in other words, under the Plan, vendors and suppliers will be paid or otherwise satisfied in full in the ordinary course and on customary terms.** The restructuring will allow the Debtors' management team to focus on operational performance and value creation, execute on growth initiatives, and continue to serve as a leading national retailer of organizational solutions.

The Plan provides for certain releases, injunctions, and exculpations as set forth in Appendix A.

The Court has scheduled a combined hearing to consider final approval of the Disclosure Statement and any objections thereto and to consider confirmation of the Plan and any objections thereto to be held before the Court, Courtroom [], 4th floor, 515 Rusk Street, Houston, Texas 77002, **on January 24, 2025 at a time to be identified on the agenda for such hearing and the Solicitation Agent's website set forth below** (the "***Combined Hearing***"). The time and location of the Combined Hearing may also be obtained by contacting the undersigned proposed counsel to the Debtors. The Combined Hearing may be adjourned from time to time without further notice other than by filing a notice on the Court's docket indicating such adjournment and/or announcement of the adjournment date or dates at the Combined Hearing. The adjourned dates will be available on the electronic case filing docket and the Solicitation Agent's website at www.veritaglobal.net/thecontainerstore.

The Court has set the deadline for filing objections to the final approval of the Disclosure Statement and/or confirmation of the Plan as **January 21, at 4:00 p.m. (prevailing Central Time)** (the "***Objection Deadline***"). Any objections to the Disclosure Statement and/or the Plan must be: (a) in writing, (b) filed with the Clerk of the Court together with proof of service thereof, (c) set forth the name of the objecting party, and the nature and amount of any Claim or Interest asserted by the objecting party against the Debtors' estates or property of the Debtors, (d) state the legal and factual basis for such objection, and (e) conform to the applicable Federal Rules of Bankruptcy Procedure (the "***Bankruptcy Rules***") and the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas (the "***Bankruptcy Local Rules***").

In addition to being filed with the Clerk of the Court, any such objections should be served upon the following parties in accordance with the Bankruptcy Local Rules:

<p>Debtors The Container Store Group, Inc. 500 Freeport Parkway, Coppell, TX 75019 Attn: Tasha Grinnell Email: tlgrinnell@containerstore.com</p>	<p>Office of the U.S. Trustee Office of the United States Trustee for the Southern District of Texas 515 Rusk Street, Suite 3516 Houston, TX 77002 Attn: Ha Nguyen and Vianey Garza Email: Ha.Nguyen@usdoj.gov Vianey.Garza@usdoj.gov</p>
<p>Proposed Co-Counsel to the Debtors Latham & Watkins LLP 355 South Grand Avenue, Suite 100 Los Angeles, CA 90071 Attn: Ted A. Dillman Email: ted.dillman@lw.com Latham & Watkins LLP 1271 Avenue of the Americas New York, NY 10020 Attn: Hugh Murtagh Email: hugh.murtagh@lw.com</p>	<p>Proposed Co-Counsel to the Debtors Hunton Andrews Kurth LLP 600 Travis Street, Suite 4200 Houston, TX 77002 Attn: Timothy A. Davidson, Ashley L. Harper, Philip M. Guffy Email: taddavidson@HuntonAK.com ashleyharper@HuntonAK.com pguffy@HuntonAK.com</p>
<p>Counsel to the DIP Agent Riemer & Braunstein LLP Times Square Tower Seven Times Square, Suite 2506 New York, NY 10036 Attn: Donald E. Rothman and Steven E. Fox Email: drothman@riemerlaw.com sfox@riemerlaw.com</p>	<p>Co-Counsel to the DIP Agent Frost Brown Todd LLP Rosewood Court 2101 Cedar Springs Road, Suite 900 Dallas, TX 75201 Attn: Rebecca L. Matthews Email: rmatthews@fbtlaw.com</p>
<p>Counsel to the Ad Hoc Group Paul Hastings LLP 200 Park Avenue New York, NY 10166 Attn: Jayme Goldstein, Charles Persons, Isaac Sasson and William Reily Email: williamreily@paulhastings.com jaymegoldstein@paulhastings.com charlespersons@paulhastings.com isaacsasson@paulhastings.com</p>	<p>Counsel to the ABL Facility Agent Simpson Thacher & Bartlett LLP 425 Lexington Avenue New York, NY 10017 Attn: Ian Kitts Email: ian.kitts@stblaw.com</p>
<p>Counsel to the DIP Term Loan Agent Paul Hastings LLP 200 Park Avenue New York, NY 10166 Attn: Alex Cota and Liz Loonam Email: alexcota@paulhastings.com lizloonam@paulhastings.com</p>	

UNLESS AN OBJECTION IS TIMELY FILED AND SERVED IN ACCORDANCE WITH THE PROCEDURES IN THIS NOTICE, SUCH OBJECTION MAY NOT BE CONSIDERED BY THE COURT AT THE COMBINED HEARING.

Notice of Assumption of Executory Contracts and Unexpired Leases of Debtors and Related Procedures

Please take notice that, in accordance with Article V.A of the Plan and sections 365 and 1123 of the Bankruptcy Code, except as otherwise provided in the Plan, each Executory Contract and Unexpired Lease will be deemed assumed (the “*Assumed Contracts and Leases*”) unless it: (a) is identified on the Rejected Executory Contract/Unexpired Lease List (which, if any, will initially be filed with the Court as part of the Plan Supplement on or before January 14, 2025) as an Executory Contract or Unexpired Lease to be rejected, (b) is the subject of a separate motion or notice to reject pending as of the Effective Date, or (c) previously expired or terminated pursuant to its own terms (disregarding any terms the effect of which is invalidated by the Bankruptcy Code). The Debtors are serving this Combined Notice on all parties to Executory Contracts and Unexpired Leases, reflecting the Debtors’ intention to assume the Executory Contracts and Unexpired Leases in connection with the Plan and indicating that the Debtors or the Reorganized Debtors, as applicable, will cure any defaults under the Executory Contracts and Unexpired Leases.

As provided in Article V.B of the Plan, any monetary default under the Assumed Contracts and Leases will be cured by payment in Cash on the Effective Date or as soon as reasonably practicable thereafter. If there is a dispute with respect to assumption of an Executory Contract or Unexpired Lease under the Plan then the Court will hear such dispute before assumption becoming effective, subject to the limitations set forth in the Plan.

If a dispute arises regarding the amount of any payment needed to cure outstanding defaults under any Executory Contract or Unexpired Lease, the payment required by section 365(b)(1) of the Bankruptcy Code will be made following the entry of a Final Order(s) resolving the dispute and approving the assumption and will not prevent or delay implementation of the Plan or the occurrence of the Effective Date.

Summary of the Plan

Solicitation of votes on the Plan commenced before the Petition Date. The following chart summarizes the treatment provided by the Plan to each Class of Claims and Interests:

Class	Claim / Interest	Status	Voting Rights	Approx. Percentage Recovery³
1	Other Secured Claims	Unimpaired	Presumed to Accept	Estimated Percentage Recovery: 100%

³ For purposes of the projected recoveries under the Plan set forth herein, the Debtors’ investment banker conducted a valuation analysis, and the total enterprise value as of the assumed Effective Date of January 31, 2025 is estimated to be between approximately \$184 million and \$216 million, with a midpoint of \$200 million.

Class	Claim / Interest	Status	Voting Rights	Approx. Percentage Recovery ³
2	ABL Claims	Unimpaired	Presumed to Accept	Estimated Percentage Recovery: 100%
3	<i>Term Loan Claims</i>	<i>Impaired</i>	<i>Entitled to Vote</i>	<i>Estimated Percentage Recovery: 4.5% to 17.6%.</i>
4	General Unsecured Claims	Unimpaired	Presumed to Accept	Estimated Percentage Recovery: 100%
5	Subordinated Claims	Impaired	Deemed to Reject	Estimated Percentage Recovery: 0%
6	Intercompany Claims	Unimpaired or Impaired	Presumed to Accept or Deemed to Reject	Estimated Percentage Recovery: N/A
7	Intercompany Interests	Unimpaired or Impaired	Presumed to Accept or Deemed to Reject	Estimated Percentage Recovery: N/A
8	Existing Equity Interests	Impaired	Deemed to Reject	Estimated Percentage Recovery: 0%

Non-Voting Status of Holders of Certain Claims and Interests

As set forth above, certain holders of Claims and Interests are **not** entitled to vote on the Plan. As a result, such parties did not receive any ballots and other related solicitation materials to vote on the Plan. Claims in Classes 1, 2, and 4 are Unimpaired under the Plan and, pursuant to section 1126(f) of the Bankruptcy Code, are conclusively presumed to accept the Plan. Claims and Interests in Classes 6 and 7 are either Unimpaired or Impaired under the Plan and are conclusively presumed to accept or deemed to reject the Plan, as applicable. Claims and Interests in Classes 5 and 8 (collectively with Classes 1, 2, 4, 6, and 7, the “**Non-Voting Classes**”) are Impaired under the Plan with no recovery and, pursuant to section 1126(g) of the Bankruptcy Code, are deemed to reject the Plan. In light of their presumed acceptance or rejection of the Plan, none of the Holders of Claims and Interests in the Non-Voting Classes were solicited to vote on the Plan. Instead, the Holders of Claims and Interests in the Non-Voting Classes (other than Holders of Intercompany Claims and Intercompany Interests) will receive a Non-Voting Status Notice. Because the Intercompany Claims and Intercompany Interests are all held by the Debtors or affiliates of the Debtors, the Debtors did not provide the Holders in Class 6 (Intercompany Claims) or Class 7 (Intercompany Interests) with a Non-Voting Status Notice (or a Solicitation Package). Further, Holders of Claims or Interests in the Non-Voting Classes can access the Disclosure Statement and the Plan at no cost on the website maintained by the Solicitation Agent: www.veritaglobal.net/thecontainerstore.

Section 341(a) Meeting

The Debtors intend to request that the Court defer a meeting of creditors pursuant to section 341(a) of the Bankruptcy Code (the “*Section 341(a) Meeting*”) and **that the Section 341(a) Meeting not be convened if the Plan is confirmed by February 23, 2025**. If the Section 341(a) Meeting will be convened, the Debtors will file and serve on the parties on whom they served this notice and any other parties entitled to notice pursuant to the Bankruptcy Rules, and post on the website at www.veritaglobal.net/thecontainerstore not less than twenty-one (21) days before the date scheduled for such meeting, a notice of, among other things, the date, time, and place of the Section 341(a) Meeting. The meeting may be adjourned or continued from time to time by notice at the meeting, without further notice to creditors.

[Remainder of page left intentionally blank]

Dated: [●], 2024
Houston, Texas

Respectfully submitted,

/s/

HUNTON ANDREWS KURTH LLP

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- and -

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*Proposed Co-Counsel for the Debtors
and Debtors in Possession*

Appendix A

Release, Injunction, and Exculpation Provisions in the Plan¹

¹ Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Plan.

Article IX.

DISCHARGE, RELEASE, INJUNCTION, AND RELATED PROVISIONS

B. Releases by the Debtors

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Combined Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, is and is deemed to be, forever and unconditionally released, and absolved by each Debtor, Reorganized Debtor, and the Estates from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan or any other related agreement, or (10) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; provided, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed or (2) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have

constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under the Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

C. Releases by Holders of Claims and Interests

To the extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Combined Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any Security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Plan,

the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan or any other related agreement, or (10) any other act, or omission, transaction, agreement, event, or other occurrence relating to any of the foregoing and taking place on or before the Effective Date; provided, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under the Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any agreement, claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

D. Exculpation

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of the Plan, the Transaction Support Agreement, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with the Plan, the Disclosure Statement, the Definitive

Documents, the Plan Supplement, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; provided, that the foregoing provisions of this exculpation shall not operate to waive or release: (1) any Claims or Causes of Action arising from willful misconduct, actual fraud (but not, for the avoidance of doubt, fraudulent transfers), or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (2) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. For the avoidance of doubt and notwithstanding anything else herein, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

E. Permanent Injunction

Except as otherwise expressly provided in the Transaction Support Agreement, the Plan or the Combined Order, from and after the Effective Date, all Persons and Entities are, to the fullest extent provided under Section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (1) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (2) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (3) creating, perfecting, or enforcing any Lien or encumbrance; (4) asserting a right of setoff or subrogation of any kind; or (5) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to the Plan or the Combined Order against any Person or Entity so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11

Cases under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article IX thereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

F. SEC Reservation of Rights

Notwithstanding any language to the contrary in the Disclosure Statement, Plan and/or Combined Order, no provision shall (i) preclude the SEC from enforcing its police or regulatory powers or (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, Causes of Action, proceedings or investigations against any non-Debtor Person or non-Debtor Entity in any forum.

EXHIBIT 2

Form of Ballot for Class 3 (Term Loan Claims)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

----- X
 In re: : Chapter 11
 :
 THE CONTAINER STORE GROUP, INC., *et al.*, : IMPORTANT: No chapter 11 case has been
 : commenced as of the date of distribution of this ballot.
 Debtors.¹ : This ballot is a prepetition solicitation of your vote on
 : a prepackaged plan of reorganization.
 :
 : If chapter 11 cases are commenced, the Debtors will
 -----X request joint administration of such cases.

**BALLOT FOR HOLDERS IN
CLASS 3 (TERM LOAN CLAIMS)**

**FOR VOTING TO ACCEPT OR
REJECT THE JOINT PREPACKAGED PLAN OF
REORGANIZATION OF THE CONTAINER STORE GROUP, INC. AND
ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS
JANUARY 21, 2025 AT 4:00 P.M. (PREVAILING CENTRAL TIME) (the “*Voting
Deadline*”)**

The Container Store Group, Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “***Debtors***”) are sending this ballot (the “***Ballot***”) in order to solicit your vote to accept or reject the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code*, dated December 21, 2024 (as may be amended, modified, or supplemented from time to time, the “***Plan***”).² The Plan is attached as Exhibit A to the proposed *Disclosure Statement for Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* (as may be amended, modified, or supplemented from time to time, the “***Disclosure Statement***”), which accompanies this Ballot and has also been posted on the Debtors’ case information website (located at www.veritaglobal.net/thecontainerstore). The Disclosure Statement provides information to assist you in deciding how to vote on the Plan. The Debtors’ case information website allows Holders to electronically submit a vote on the Plan. On the date on which the Chapter 11 Cases (as defined below) are commenced (the “***Petition Date***”),

¹ The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

² Capitalized terms used but not defined herein have the meanings given to them in the Plan.

the case information website will be updated to include important information, hearing dates, and other key deadlines, as well as the docket for the Chapter 11 Cases (which will be available for review and download, free of charge).

The Disclosure Statement provides information to assist Holders of Claims in the Voting Class in deciding whether to accept or reject the Plan. If you have not received or wish to obtain additional copies of the Disclosure Statement, please contact the Debtors' solicitation agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "**Solicitation Agent**" or "**Verita**"), via email at TCSInfo@veritaglobal.com.

This Ballot is being submitted to Holders, as of December 18, 2024 (the "**Voting Record Date**"), of any Term Loan Claims in Class 3. "**Term Loan Claims**" include any Claim arising under or related to the Term Loan Credit Agreement. In order for your vote in Class 3 to count, you must either (a) complete and submit your vote through the Solicitation Agent's E-Ballot platform or (b) complete and return this paper Ballot in accordance with the instructions set forth herein, in each case, so that your Ballot is received by the Solicitation Agent on or before the Voting Deadline.

The Debtors have not yet filed for relief under chapter 11 of the Bankruptcy Code and no court has approved the Disclosure Statement or the Plan. As described in the Disclosure Statement, the Debtors intend to commence cases (the "**Chapter 11 Cases**") under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") following the commencement of this solicitation. If the Debtors commence the Chapter 11 Cases, the Plan may be confirmed by the United States Bankruptcy Court for the Southern District of Texas (the "**Court**") if: (a) it is accepted by at least two-thirds (2/3) of the aggregate principal amount and more than one-half (1/2) in number of the Holders of Term Loan Claims voting in Class 3, and (b) the Plan otherwise satisfies the applicable requirements of section 1129 of the Bankruptcy Code.

If the Plan is confirmed by the Court and the Effective Date occurs, the Plan will be binding on all Holders of Term Loan Claims whether or not a Holder of a Term Loan Claim returns a Ballot or votes to reject the Plan.

This Ballot is *not* a letter of transmittal and may *not* be used for any purpose other than (a) to cast a vote to accept or reject the Plan and/or (b) to opt out of the Third-Party Release as set forth in Appendix A.

If you have any questions regarding the Ballot or how to properly complete this Ballot, please contact the Solicitation Agent via email at TCSInfo@veritaglobal.com.

**IMPORTANT NOTICE REGARDING TREATMENT
FOR HOLDERS OF CLASS 3 TERM LOAN CLAIMS**

As described in more detail in the Disclosure Statement and Plan, if the Chapter 11 Cases are commenced, the Plan is confirmed, and the Effective Date occurs, then on the Effective Date, each Holder of an Allowed Term Loan Claim shall receive, in full and final satisfaction, settlement, release, and discharge and in exchange for each Allowed Term Loan Claim, its Pro Rata Share of the New Equity Interests, subject to dilution by the Management Incentive Plan and the DIP Participation Premium.

The Term Loan Claims will be deemed Allowed in the aggregate principal amount of \$163,125,321.74.

Please be advised that if the Plan is consummated, Holders of Class 3 Term Loan Claims will be bound by the injunction and exculpation provisions contained in Article IX of the Plan and set forth in Appendix A, and if such Holders do not opt out of the Third-Party Release will be deemed to have granted such releases.

[Remainder of page left intentionally blank]

IMPORTANT

YOU SHOULD CAREFULLY REVIEW THE DISCLOSURE STATEMENT AND PLAN BEFORE YOU VOTE. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND THE CLASSIFICATION AND TREATMENT OF YOUR CLAIMS UNDER THE PLAN.

THE SOLICITATION AGENT IS NOT AUTHORIZED TO (AND WILL NOT) PROVIDE LEGAL ADVICE.

VOTING RECORD DATE: DECEMBER 18, 2024

VOTING DEADLINE: 4:00 P.M. PREVAILING CENTRAL TIME ON JANUARY 21, 2025

YOU ARE STRONGLY ENCOURAGED TO USE THE SOLICITATION AGENT'S E-BALLOT PLATFORM TO SUBMIT YOUR VOTE AND YOUR OPT-OUT ELECTIONS. IF YOU SUBMIT YOUR VOTE AND OPT-OUT ELECTIONS THROUGH THE E-BALLOT PLATFORM, YOU SHOULD NOT RETURN A PAPER BALLOT.

IF THE SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE YOUR BALLOT BY THE VOTING DEADLINE (WHETHER CAST THROUGH THE E-BALLOT PLATFORM OR IN HARD COPY), YOUR VOTE WILL NOT BE COUNTED, UNLESS SUCH DEADLINE IS EXTENDED BY THE DEBTORS, AND ANY ELECTION TO OPT OUT OF THE THIRD-PARTY RELEASE WILL NOT BE VALID.

YOU SHOULD NOT SEND YOUR BALLOT TO ANY OF THE DEBTORS, THE DEBTORS' AGENTS (OTHER THAN THE SOLICITATION AGENT), OR THE DEBTORS' FINANCIAL OR LEGAL ADVISORS. IF SO SENT, THE BALLOT WILL NOT BE COUNTED IN CONNECTION WITH THE PLAN.

IF THE PLAN IS CONFIRMED BY THE COURT, IT WILL BE BINDING UPON YOU WHETHER OR NOT YOU VOTE.

[Remainder of page left intentionally blank]

**INSTRUCTIONS FOR VOTING ONLINE THROUGH
THE SOLICITATION AGENT’S E-BALLOT PLATFORM**

You may return your Ballot by electronic, online transmission solely by clicking on the “Submit E-Ballot” section on the Debtors’ solicitation website (www.veritaglobal.net/thecontainerstore) and following the directions set forth on the website regarding submitting your E-Ballot as described more fully below. Please choose only ONE method of return for your Ballot.

1. Please visit the Debtors’ solicitation website at www.veritaglobal.net/thecontainerstore.
2. Click on the “Submit E-Ballot” section of the Debtors’ case website.
3. Follow the directions to submit your E-Ballot. If you choose to submit your Ballot via the Solicitation Agent’s E-Ballot system, you should **not** return a hard copy of your Ballot.

IMPORTANT NOTE: YOU WILL NEED THE FOLLOWING INFORMATION TO RETRIEVE AND SUBMIT YOUR CUSTOMIZED E-BALLOT:

UNIQUE E-BALLOT ID# _____

UNIQUE E-BALLOT PIN _____

“E-BALLOTING” IS THE SOLE MANNER IN WHICH BALLOTS MAY BE DELIVERED VIA ELECTRONIC TRANSMISSION.

BALLOTS SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE COUNTED.

HOLDERS OF CLASS 3 TERM LOAN CLAIMS ARE STRONGLY ENCOURAGED TO SUBMIT THEIR BALLOTS VIA THE E-BALLOT PLATFORM.

[Remainder of page left intentionally blank]

INSTRUCTIONS FOR VOTING BY MAIL

1. Complete Items 1 and 2.
2. If you wish to opt out of the Third-Party Release, complete Item 3.
3. Review the certification contained in Item 4.
4. **Sign and date the Ballot and fill out the other required information.**
5. You must vote the full amount of all of your Class 3 Term Loan Claims *either* to accept *or* reject the Plan. You may not split your vote.
6. The following Ballots will not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder, (b) any Ballot cast by a Person that does not hold a Claim in Class 3, (c) any unsigned Ballot, (d) any Ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan, and (e) any Ballot that attempts to partially accept and partially reject the Plan.
7. If the Ballot is received after the Voting Deadline, it will not be counted, unless otherwise determined by the Debtors. Ballots may be delivered by first class mail, overnight courier, or personal delivery. The method of delivery of the Ballot to the Solicitation Agent is at your election and risk.
8. Unless otherwise directed by the Court, all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawals of Ballots will be determined by the Solicitation Agent and/or the Debtors, which determination will be final and binding. The Debtors reserve the right to reject any and all Ballots submitted by any of their respective creditors not in proper form, the acceptance of which would, in the opinion of the Debtors or their counsel, as applicable, be unlawful. The Debtors further reserve their respective rights to waive any defects or irregularities or conditions of delivery as to any particular Ballot by any of their creditors. The interpretation (including the Ballot and the respective instructions thereto) by the applicable Debtor, unless otherwise directed by the Court, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors (or the Court) determines. Neither the Debtors nor any other Person will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots nor will any of them incur any liabilities for failure to provide such notification. Unless otherwise directed by the Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) will be invalidated.
9. The Ballot should not be sent to the Debtors, the Court, or the Debtors' financial or legal advisors.
10. This Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you in the event that (a) the Debtors revoke or withdraw the Plan, or (b) the Combined Order is not entered or consummation of the Plan does not occur.
11. There may be changes made to the Plan that do not have material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan

12. If multiple Ballots are received from the same Holder of a Claim with respect to the same Claim before the Voting Deadline, the last, timely received, and valid Ballot, regardless of the manner of submission, will supersede and revoke any earlier-received Ballot.
13. The method of delivery of a Ballot to the Solicitation Agent is at the election and risk of each Holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made, regardless of the manner of delivery, only when the Solicitation Agent **actually receives** the properly completed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery of their Ballots.
14. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT, ANY SUPPLEMENTAL INFORMATION PROVIDED BY THE DEBTORS, OR OTHER MATERIALS AUTHORIZED BY THE COURT.

YOUR COMPLETED BALLOT MUST BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY THE VOTING DEADLINE VIA THE E-BALLOT PLATFORM, AS DIRECTED ABOVE, OR IN HARD COPY AT THE FOLLOWING ADDRESS:

**TCS Ballot Processing Center
c/o Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245**

IF YOU WOULD LIKE TO COORDINATE HAND DELIVERY OF YOUR BALLOT, PLEASE EMAIL TCSINFO@VERITAGLOBAL.COM (WITH “TCS SOLICITATION BALLOT DELIVERY” IN THE SUBJECT LINE) AND PROVIDE THE ANTICIPATED DATE AND TIME OF DELIVERY AT LEAST TWENTY-FOUR (24) HOURS BEFORE YOUR ARRIVAL AT THE ADDRESS ABOVE.

THE VOTING DEADLINE IS JANUARY 21, 2025 AT 4:00 P.M. (PREVAILING CENTRAL TIME).

Item. 1 Amount of Claim

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the holder of the following Class 3 Term Loan Claim inserted into the box below, which includes the aggregate outstanding principal amount without regard to any accrued but unpaid interest:

\$ _____

Item 2. Vote on Plan

IF YOU VOTE TO ACCEPT THE PLAN, YOUR VOTE CONSTITUTES AN ACCEPTANCE OF AND CONSENT TO THE CLASSIFICATION AND TREATMENT OF YOUR CLAIM UNDER THE PLAN.

Regardless of whether you vote to accept or reject the Plan or if you do not cast a vote to accept or reject the Plan, please see Item 3 below and refer to Appendix A and Article IX of the Plan for information about the Third-Party Release.

Any Ballot that is executed by the holder of a Class 3 Term Loan Claim that indicates both an acceptance and a rejection of the Plan or does not indicate either an acceptance or rejection of the Plan will not be counted.

The Plan, though proposed jointly, constitutes separate plans proposed by each of the Debtor entities. Your vote will count as votes for or against, as applicable, each plan proposed by each Debtor entity.

The holder of the Class 3 Term Loan Claim identified in Item 1 votes as follows (check one box only – if you do not check a box or you check both boxes, your vote will not be counted):

ACCEPT (vote FOR) the Plan. REJECT (vote AGAINST) the Plan.

Item. 3 Election to Opt-Out of Third-Party Release

Regardless of whether you voted to accept or reject the Plan in Item 2 above or abstained from voting to accept or reject the Plan, you may check the box below to opt out of the Third-Party Release. **IF YOU DO NOT OPT OUT OF THE THIRD-PARTY RELEASE BY CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTORS, AND THE RELEASED PARTIES AS PROVIDED IN THE PLAN. IF YOU WOULD OTHERWISE BE ENTITLED TO A RELEASE UNDER ARTICLE IX.B OR IX.C OF THE PLAN AND SET FORTH IN APPENDIX A, BUT YOU DO NOT GRANT THE THIRD-PARTY RELEASE BECAUSE YOU OPTED OUT, YOU WILL NOT**

RECEIVE THE BENEFIT OF THE RELEASES SET FORTH IN ARTICLE IX.B OR IX.C OF THE PLAN. Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out; however, in the event you opt out of the Third-Party Release, you will not be granted a release from the Releasing Parties under the Plan.

Opt Out of the Third-Party Release

Item 4. Certification.

By returning this Ballot, the holder of the Class 3 Term Loan Claim identified in Item 1 certifies that (a) this Ballot is the only Ballot submitted for the Class 3 Term Loan Claim identified in Item 1; (b) it was the holder of the Class 3 Term Loan Claim identified in Item 1 as of the Voting Record Date and/or it has full power and authority to vote to accept or reject the Plan for the Class 3 Term Loan Claim identified in Item 1; (c) it is one of the following: (i) a “qualified institutional buyer” (as such term is defined in Rule 144A of the Securities Act³), (ii) an “accredited investor” (as such term is defined in Rule 501 of Regulation D of the Securities Act), or (iii) for holders located outside the United States, a person other than a “U.S. person” (as defined in Rule 902(k) of Regulation S of the Securities Act) and not participating on behalf of or on account of a U.S. person; and (d) it has received a copy of the Disclosure Statement (including the exhibits thereto) and understands that the solicitation of votes for the Plan is subject to all of the terms and conditions set forth in the Disclosure Statement and Plan.

YOUR RECEIPT OF THIS BALLOT DOES NOT SIGNIFY THAT YOUR CLAIM HAS BEEN OR WILL BE ALLOWED.

Name of Holder of Class 3 Term Loan Claim

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

³ The “*Securities Act*” means the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa (as amended).

City, State, Zip Code

Telephone Number

Email Address

Date Completed

This Ballot will not constitute or be deemed a proof of claim or equity interest, an assertion of a claim or equity interest, or the allowance of a claim or equity interest.

YOUR VOTE MUST BE ACTUALLY RECEIVED BY 4:00 P.M. (PREVAILING CENTRAL TIME) ON JANUARY 21, 2025, OR YOUR VOTE WILL NOT BE COUNTED. IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE SOLICITATION AGENT VIA EMAIL AT TCSINFO@VERITAGLOBAL.COM.

[Remainder of page left intentionally blank]

Appendix A

Release, Injunction, and Exculpation Provisions in the Plan¹

¹ Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Plan.

Article IX.

DISCHARGE, RELEASE, INJUNCTION, AND RELATED PROVISIONS

B. Releases by the Debtors

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Combined Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, is and is deemed to be, forever and unconditionally released, and absolved by each Debtor, Reorganized Debtor, and the Estates from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan or any other related agreement, or (10) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; provided, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed or (2) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have

constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under the Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

C. Releases by Holders of Claims and Interests

To the extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Combined Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any Security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Plan,

the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan or any other related agreement, or (10) any other act, or omission, transaction, agreement, event, or other occurrence relating to any of the foregoing and taking place on or before the Effective Date; provided, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under the Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any agreement, claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

D. Exculpation

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of the Plan, the Transaction Support Agreement, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with the Plan, the Disclosure Statement, the Definitive

Documents, the Plan Supplement, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; provided, that the foregoing provisions of this exculpation shall not operate to waive or release: (1) any Claims or Causes of Action arising from willful misconduct, actual fraud (but not, for the avoidance of doubt, fraudulent transfers), or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (2) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. For the avoidance of doubt and notwithstanding anything else herein, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

E. Permanent Injunction

Except as otherwise expressly provided in the Transaction Support Agreement, the Plan or the Combined Order, from and after the Effective Date, all Persons and Entities are, to the fullest extent provided under Section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (1) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (2) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (3) creating, perfecting, or enforcing any Lien or encumbrance; (4) asserting a right of setoff or subrogation of any kind; or (5) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to the Plan or the Combined Order against any Person or Entity so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11

Cases under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article IX thereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

F. SEC Reservation of Rights

Notwithstanding any language to the contrary in the Disclosure Statement, Plan and/or Combined Order, no provision shall (i) preclude the SEC from enforcing its police or regulatory powers or (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, Causes of Action, proceedings or investigations against any non-Debtor Person or non-Debtor Entity in any forum.

EXHIBIT 3

Non-Voting Status Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

	x	
	:	
In re:	:	Chapter 11
	:	
THE CONTAINER STORE GROUP, INC., <i>et al.</i> ,	:	Case No. 24-90627 (ARP)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	:	x

NON-VOTING STATUS NOTICE

PLEASE TAKE NOTICE that The Container Store Group, Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “**Debtors**”), have commenced chapter 11 cases in the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”) and have commenced the solicitation of votes, in accordance with title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”), to accept or reject the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code*, dated December 21, 2024 (as may be amended, modified, or supplemented from time to time, the “**Plan**”),² attached as Exhibit A to the *Disclosure Statement for Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code*, dated December 21, 2024 (as may be amended, modified, or supplemented from time to time, the “**Disclosure Statement**”) from Holders of Claims in Class 3 thereunder.

PLEASE TAKE FURTHER NOTICE that you are receiving this notice as a Holder or potential Holder of a Claim against or Interest in one or more of the Debtors that, due to the nature and treatment of such Claim or Interest under the Plan, ***is not entitled to vote on the Plan.*** Specifically, under the terms of the Plan, Claims in Classes 1, 2, and 4 are Unimpaired under the Plan and, pursuant to section 1126(f) of the Bankruptcy Code, are conclusively presumed to accept the Plan. Claims and Interests in Classes 6 and 7, respectively, are either Unimpaired or Impaired under the Plan and are conclusively presumed to accept or deemed to reject the Plan. Claims and Interests in Classes 5 and 8, respectively (collectively with Classes 1, 2, 4, 6, and 7, the “**Non-Voting Classes**”) are Impaired under the Plan with no recovery and, pursuant to section 1126(g) of the Bankruptcy Code, are deemed to reject the Plan.

¹ The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

² Capitalized terms used but not defined herein have the meanings given to them in the Plan.

PLEASE TAKE FURTHER NOTICE that the Plan contains certain release, exculpation, and injunction provisions, set forth in Appendix A. You are advised and encouraged to carefully review and consider the Plan, including the release, exculpation, and injunction provisions, as your rights might be affected.

PLEASE TAKE FURTHER NOTICE that if you do not opt out of granting the Third-Party Release by following the instructions contained in the attached Release Opt-Out Form, you will automatically be deemed to have consented to the Third-Party Release set forth in Article IX.C of the Plan.

PLEASE TAKE FURTHER NOTICE that parties to Executory Contracts and Unexpired Leases assumed by the Debtors pursuant to the Plan shall not be required to file a Proof of Claim or objection in order to assert or preserve any Cure Cost. Notwithstanding anything to the contrary in the Plan, all Cure Costs shall be Unimpaired by the Plan and all Cure Cost outstanding as of the Effective Date shall remain continuing obligations of the Reorganized Debtors following the Effective Date subject to all parties' rights and defenses with respect thereto.

PLEASE TAKE FURTHER NOTICE that the Plan, Disclosure Statement, and related documents are accessible, free of charge, on the following website maintained by the Debtors' claims, balloting, and noticing agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global (the "**Solicitation Agent**" or "**Verita**"): www.veritaglobal.net/thecontainerstore. Copies of the Plan, Disclosure Statement, and related documents may also be obtained free of charge: (a) by contacting the Solicitation Agent by phone at (888) 251-3046 (U.S. / Canada, toll-free) or (310) 751-2615 (International, toll); or (b) by email at TCSInfo@veritaglobal.com. The Plan, Disclosure Statement, and related documents are also available for a fee through the Court's electronic case filing system at www.txs.uscourts.gov using a PACER password (to obtain a PACER password, go to the PACER website at <http://pacer.psc.uscourts.gov>).

If you have questions regarding this notice you should contact the Solicitation Agent as set forth above.

[Remainder of page left intentionally blank]

Dated: [●], 2024
Houston, Texas

Respectfully submitted,

/s/

HUNTON ANDREWS KURTH LLP

Timothy A. (“Tad”) Davidson II (Texas Bar No. 24012503)

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*Proposed Co-Counsel for the Debtors
and Debtors in Possession*

Appendix A

Release, Injunction, and Exculpation Provisions in the Plan¹

¹ Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Plan.

Article IX.

DISCHARGE, RELEASE, INJUNCTION, AND RELATED PROVISIONS

B. Releases by the Debtors

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Combined Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, is and is deemed to be, forever and unconditionally released, and absolved by each Debtor, Reorganized Debtor, and the Estates from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan or any other related agreement, or (10) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; provided, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed or (2) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have

constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under the Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

C. Releases by Holders of Claims and Interests

To the extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Combined Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any Security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Plan,

the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan or any other related agreement, or (10) any other act, or omission, transaction, agreement, event, or other occurrence relating to any of the foregoing and taking place on or before the Effective Date; provided, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under the Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any agreement, claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

D. Exculpation

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of the Plan, the Transaction Support Agreement, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with the Plan, the Disclosure Statement, the Definitive

Documents, the Plan Supplement, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; provided, that the foregoing provisions of this exculpation shall not operate to waive or release: (1) any Claims or Causes of Action arising from willful misconduct, actual fraud (but not, for the avoidance of doubt, fraudulent transfers), or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (2) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. For the avoidance of doubt and notwithstanding anything else herein, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

E. Permanent Injunction

Except as otherwise expressly provided in the Transaction Support Agreement, the Plan or the Combined Order, from and after the Effective Date, all Persons and Entities are, to the fullest extent provided under Section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (1) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (2) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (3) creating, perfecting, or enforcing any Lien or encumbrance; (4) asserting a right of setoff or subrogation of any kind; or (5) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to the Plan or the Combined Order against any Person or Entity so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11

Cases under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article IX thereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

F. SEC Reservation of Rights

Notwithstanding any language to the contrary in the Disclosure Statement, Plan and/or Combined Order, no provision shall (i) preclude the SEC from enforcing its police or regulatory powers or (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, Causes of Action, proceedings or investigations against any non-Debtor Person or non-Debtor Entity in any forum.

EXHIBIT 4A

Release Opt-Out Form (General)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

----- X
In re: : Chapter 11
: :
THE CONTAINER STORE GROUP, INC., *et al.*, : Case No. 24-90627 (ARP)
: :
Debtors.¹ : (Jointly Administered)
: :
----- X

**RELEASE OPT-OUT FORM FOR HOLDERS OF
CLAIMS AND CERTAIN INTERESTS IN NON-VOTING CLASSES**

You are receiving this Release Opt-Out Form because your rights may be affected under the Plan. Due to the nature and treatment of your Claim or Interest under the Plan, you are not entitled to vote on the Plan.

You are hereby given notice and the opportunity to opt out of granting the Third-Party Release set forth in Article IX.C of the Plan and described in Appendix A. If you do not opt out of granting the Third-Party Release by following the instructions contained in this notice, you will automatically be deemed to have consented to the Third-Party Release set forth in Article IX.C of the Plan. Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out; however, in the event you opt out of the Third-Party Release, you will not be granted a release from the Releasing Parties under the Plan.

Release Opt-Out Forms must be submitted no later than January 21, 2025, at 4:00 p.m. (prevailing Central Time)

You should review this notice carefully and may wish to consult legal counsel as your rights may be affected.

General Information Concerning this Release Opt-Out Form

The Container Store Group, Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “**Debtors**”), have filed the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy*

¹ The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

Code [Docket No. [●]] (as it may be amended, modified, or supplemented from time to time, the “**Plan**”), which is described in the *Disclosure Statement for Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as it may be amended, modified, or supplemented from time to time, the “**Disclosure Statement**”), and have filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”) to implement the Plan (the “**Chapter 11 Cases**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”).²

You are receiving this release opt-out form (this “**Release Opt-Out Form**”) because, according to the Debtors’ books and records, you may be a Holder of a Claim in Class 1 (Other Secured Claims), Class 2 (ABL Claims), Class 4 (General Unsecured Claims), Class 5 (Subordinated Claims), or Class 8 (Existing Equity Interests) under the Plan. Claims in Classes 1, 2, and 4 are Unimpaired under the Plan and their Holders are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Meanwhile, Claims and Interests in Classes 5 and 8 are conclusively presumed to have rejected the Plan pursuant to section 1126(g). Therefore, Holders of Claims and Interests in Classes 1, 2, 4, 5, and 8 are not entitled to vote to accept or reject the Plan.

Article IX.C of the Plan contains certain *third-party* releases. This Release Opt-Out Form provides you with the opportunity to elect to opt out of the releases in Article IX.C of the Plan and set forth in Appendix A.

Making an Alternative Election Under this Release Opt-Out Form

Holders of Claims who take no action with respect to this Release Opt-Out Form will automatically be deemed to grant the releases contained in Article IX.C of the Plan.

You should review the Disclosure Statement and the Plan before you make any elections on this Release Opt-Out Form. You may wish to seek legal advice concerning the elections available under this Release Opt-Out Form. Copies of the Disclosure Statement and the Plan may be found on the Debtors’ restructuring website at www.veritaglobal.net/thecontainerstore.

Questions may be directed to Kurtzman Carson Consultants, LLC d/b/a Verita Global (the “Solicitation Agent” or “Verita”) at (888) 251-3046 (U.S. / Canada, toll-free) or (310) 751-2615 (International, toll), or by emailing the Solicitation Agent at TCSInfo@veritaglobal.com.

² Capitalized terms used but not defined herein have the meanings given to them in the Plan.

Release Opt-Out Election

This election allows you to:

- **OPT OUT OF THE RELEASES IN THE PLAN, WHICH WILL DISQUALIFY YOU FROM BEING SUBJECT TO AND BENEFITING FROM THE RELEASES IN ARTICLE IX OF THE PLAN. IF YOU DO NOT OPT OUT OF THE THIRD-PARTY RELEASE BY CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTORS, AND THE RELEASED PARTIES AS PROVIDED IN THE PLAN.**

Complete and return this Form if you wish to elect to opt out of granting the releases contained in Article IX.C of the Plan and described in Appendix A.

Summary of Election

Article IX.C of the Plan contains a third-party release that binds releasing parties, which is described in Appendix A. Releasing parties include Holders of Unimpaired Claims and Existing Equity Interests that do not opt out of the releases provided for in Article IX.C of the Plan by properly completing and making an election under this Release Opt-Out Form.

IMPORTANT INFORMATION REGARDING THE RELEASE

YOU WILL BE DEEMED TO HAVE GRANTED THE RELEASES CONTAINED IN ARTICLE IX.C OF THE PLAN UNLESS YOU COMPLETE AND RETURN THIS RELEASE OPT-OUT FORM BY JANUARY 21, 2025 AT 4:00 P.M. (PREVAILING CENTRAL TIME). Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out; however, in the event you opt out of the Third-Party Release, you will not be granted a release from the Releasing Parties under the Plan.

Instructions for Making a Release Opt-Out Election

If you wish to make the election and opt out of granting the releases contained in Article IX.C of the Plan and described in Appendix A, check the box under “Your Election” below. If your election contained in this Release Opt-Out Form is not received by the Solicitation Agent by January 21, 2025 at 4:00 p.m. (prevailing Central Time), your election will not count, your Release Opt-Out Form will not be effective, and you will be deemed to have consented to the releases provided for in Article IX.C of the Plan. If your election is received and the opt-out box below is not checked, you will be deemed to have consented to the releases provided for in Article IX.C of the Plan. Any opt-out election that is illegible or does not provide sufficient information to identify the Claim Holder or Interest Holder will not be valid.

All questions as to the validity, form, eligibility (including time of receipt), and acceptance and revocation of an opt-out election will be resolved by the Debtors or Reorganized Debtors (as applicable), in their sole discretion, which resolution will be final and binding.

If you have any questions on how to properly complete this Release Opt-Out Form, you may contact the Solicitation Agent at (888) 251-3046 (U.S. / Canada, toll-free) or (310) 751-2615 (International, toll), or by emailing the Solicitation Agent at TCSInfo@veritaglobal.com.

IF YOU WISH TO MAKE THE OPT-OUT ELECTION, PLEASE COMPLETE, SIGN, AND DATE THIS RELEASE OUT-OUT FORM AND RETURN IT (WITH A SIGNATURE) PROMPTLY IN THE ENVELOPE PROVIDED (IF APPLICABLE) OR VIA FIRST-CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

**TCS Ballot Processing Center
c/o Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245**

To arrange hand delivery of your Release Opt-Out Form, please email the Solicitation Agent at TCSInfo@veritaglobal.com (with “TCS Solicitation Opt-Out Form Delivery” in the subject line) at least 24 hours prior to your arrival at the address above and provide the anticipated date and time of delivery.

In the alternative, to properly submit the customized electronic version of your Opt-Out Form via the Solicitation Agent’s online Opt-Out Portal, please visit www.veritaglobal.net/thecontainerstore click on the “Submit Opt-Out Form” section of the website, and follow the instructions to submit your electronic Opt-Out Form.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Opt-Out Form:

Unique E-Opt-Out Form ID#: _____

Unique E-Opt-Out Form PIN: _____

Each E-Opt-Out Form ID# is to be used solely in relation to those Interests in the Debtors or Claims held against one or more of the Debtors. Please complete and submit an Opt-Out Form for each Unique E-Opt-Out Form ID# you receive, as applicable.

If you choose to submit your Opt-Out Form using the Opt-Out Portal, you should NOT also submit a paper Opt-Out Form.

The Solicitation Agent’s Opt-Out Portal is the only acceptable means of submission of Release Opt-Out Forms via electronic or online transmission. Release Opt-Out Forms submitted by facsimile, email, or other means of electronic transmission will not be counted.

Opt-Out Election

The undersigned, a Holder of an Other Secured Claim, ABL Claim, General Unsecured Claim, or Existing Equity Interest (other than an Existing Equity Interest held in “street name” which Interest Holder will be furnished with a different opt-out form):

ELECTS TO **OPT OUT** OF THE RELEASES IN ARTICLE IX.C OF THE PLAN AND, AS A RESULT, NOT BE SUBJECT TO OR BENEFIT FROM THE RELEASES UNDER ARTICLE IX OF THE PLAN.

IF YOU HAVE MADE THE ELECTION ABOVE, YOU MUST SIGN THE ELECTION FORM CONTAINED ON THE FOLLOWING PAGE.

PLEASE GO TO THE FOLLOWING PAGE.

[Remainder of page intentionally left blank.]

Certification and Signature for Opt-Out Election

Certification. By signing this Release Opt-Out Form, the electing Claim Holder or Interest Holder, as applicable, certifies to the Court and the Debtors:

- a. that the Holder acknowledges that the election provided for in this Release Opt-Out Form is being made pursuant to the terms and conditions set forth in the Plan;
- b. that the Holder has the full power and authority to make the election provided for in this Release Opt-Out Form with respect to its Class 1, Class 2, Class 4, Class 5, or Class 8 Claim or Interest.

Name of Holder (Please Print) _____

Authorized Signature _____

Name of Signatory _____

Title, if by Authorized Agent³ _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

Date Completed _____

[Remainder of page left intentionally blank]

³ If you are completing this Release Opt-Out Form on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing.

Appendix A

Release, Injunction, and Exculpation Provisions in the Plan¹

¹ Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Plan.

Article IX.

DISCHARGE, RELEASE, INJUNCTION, AND RELATED PROVISIONS

B. Releases by the Debtors

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Combined Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, is and is deemed to be, forever and unconditionally released, and absolved by each Debtor, Reorganized Debtor, and the Estates from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan or any other related agreement, or (10) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; provided, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed or (2) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have

constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under the Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

C. Releases by Holders of Claims and Interests

To the extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Combined Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any Security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Plan,

the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan or any other related agreement, or (10) any other act, or omission, transaction, agreement, event, or other occurrence relating to any of the foregoing and taking place on or before the Effective Date; provided, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under the Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any agreement, claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

D. Exculpation

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of the Plan, the Transaction Support Agreement, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with the Plan, the Disclosure Statement, the Definitive

Documents, the Plan Supplement, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; provided, that the foregoing provisions of this exculpation shall not operate to waive or release: (1) any Claims or Causes of Action arising from willful misconduct, actual fraud (but not, for the avoidance of doubt, fraudulent transfers), or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (2) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. For the avoidance of doubt and notwithstanding anything else herein, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

E. Permanent Injunction

Except as otherwise expressly provided in the Transaction Support Agreement, the Plan or the Combined Order, from and after the Effective Date, all Persons and Entities are, to the fullest extent provided under Section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (1) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (2) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (3) creating, perfecting, or enforcing any Lien or encumbrance; (4) asserting a right of setoff or subrogation of any kind; or (5) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to the Plan or the Combined Order against any Person or Entity so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11

Cases under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article IX thereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

F. SEC Reservation of Rights

Notwithstanding any language to the contrary in the Disclosure Statement, Plan and/or Combined Order, no provision shall (i) preclude the SEC from enforcing its police or regulatory powers or (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, Causes of Action, proceedings or investigations against any non-Debtor Person or non-Debtor Entity in any forum.

EXHIBIT 4B

Release Opt-Out Form (Beneficial Holders of Common Stock)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

----- X
:
In re: : Chapter 11
:
THE CONTAINER STORE GROUP, INC., *et al.*, : Case No. 24-90627 (ARP)
:
Debtors.¹ : (Jointly Administered)
:
----- X

**RELEASE OPT-OUT FORM FOR
“STREET NAME” HOLDERS OF INTERESTS IN CLASS 8**

CUSIP 210751202 / ISIN US2107512020

You are receiving this Release Opt-Out Form because your rights may be affected under the Plan. Due to the nature and treatment of your Interest under the Plan, you are not entitled to vote on the Plan.

You are hereby given notice and the opportunity to opt out of granting the Third-Party Release set forth in Article IX.C of the Plan and described in Appendix A. If you do not opt out of granting the Third-Party Release by following the instructions contained in this notice, you will automatically be deemed to have consented to the Third-Party Release set forth in Article IX.C of the Plan.

Release Opt-Out Forms must be submitted no later than January 21, 2025, at 4:00 p.m. (prevailing Central Time)

You should review this notice carefully and may wish to consult legal counsel as your rights may be affected.

General Information Concerning this Release Opt-Out Form

The Container Store Group, Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “**Debtors**”), have filed the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as it may be amended, modified, or supplemented from time to time, the “**Plan**”), which is described in the *Disclosure Statement for Prepackaged Joint Plan of*

¹ The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code [Docket No. [●]] (as it may be amended, modified, or supplemented from time to time, the “**Disclosure Statement**”), and have filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”) to implement the Plan (the “**Chapter 11 Cases**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”).²

You are receiving this release opt-out form (this “**Release Opt-Out Form**”) because, according to the Debtors’ books and records, you may be a Holder of an Interest in Class 8 (Existing Equity Interests) of the Debtors in “street name” at a bank, broker, or other intermediary, through DTC or another similar depository (such Holders being “Beneficial Holders” of the Existing Equity Interests).³ Interests in Class 8 are conclusively presumed to have rejected the Plan pursuant to section 1126(g). Therefore, Holders of Interests in Class 8 are not entitled to vote to accept or reject the Plan.

Article IX.C of the Plan contains certain **third-party** releases. This Release Opt-Out Form provides you with the opportunity to elect to opt out of the releases in Article IX.C of the Plan and set forth in Appendix A.

Making an Alternative Election Under this Release Opt-Out Form

Holders of Interests who take no action with respect to this Release Opt-Out Form will automatically be deemed to grant the releases contained in Article IX.C of the Plan.

You should review the Disclosure Statement and the Plan before you make any elections on this Release Opt-Out Form. You may wish to seek legal advice concerning the elections available under this Release Opt-Out Form. Copies of the Disclosure Statement and the Plan may be found on the Debtors’ restructuring website at www.veritaglobal.net/thecontainerstore.

Questions may be directed to Kurtzman Carson Consultants, LLC d/b/a Verita Global (the “Solicitation Agent” or “Verita”) at (888) 251-3046 (U.S. / Canada, toll-free) or (310) 751-2615 (International, toll), or by emailing the Solicitation Agent at TCSInfo@veritaglobal.com.

² Capitalized terms used but not defined herein have the meanings given to them in the Plan.

³ Holders of Interests in Class 8 who hold their interests directly will receive a different release opt-out form.

Release Opt-Out Election

This election allows you to:

- **OPT OUT OF THE RELEASES IN THE PLAN, WHICH WILL DISQUALIFY YOU FROM BEING SUBJECT TO AND BENEFITING FROM THE RELEASES IN ARTICLE IX OF THE PLAN. IF YOU DO NOT OPT OUT OF THE THIRD-PARTY RELEASE BY CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTORS, AND THE RELEASED PARTIES AS PROVIDED IN THE PLAN.**

Complete and return this Form if you wish to elect to opt out of granting the releases contained in Article IX.C of the Plan and described in Appendix A.

Summary of Election

Article IX.C of the Plan contains a third-party release that binds releasing parties, which is described in Appendix A. Releasing parties include Holders of Unimpaired Claims and Existing Equity Interests that do not opt out of the releases provided for in Article IX.C of the Plan by properly completing and making an election under this Release Opt-Out Form.

IMPORTANT INFORMATION REGARDING THE RELEASE

YOU WILL BE DEEMED TO HAVE GRANTED THE RELEASES CONTAINED IN ARTICLE IX.C OF THE PLAN UNLESS YOU COMPLETE AND RETURN THIS RELEASE OPT-OUT FORM BY JANUARY 21, 2025 AT 4:00 P.M. (PREVAILING CENTRAL TIME). Please be advised that your decision to opt out does not affect the amount of distribution you will receive under the Plan. Specifically, your recovery under the Plan will be the same if you opt out; however, in the event you opt out of the Third-Party Release, you will not be granted a release from the Releasing Parties under the Plan.

Instructions for Making a Release Opt-Out Election

If you wish to make the election and opt out of granting the releases contained in Article IX.C of the Plan and described in Appendix A, check the box under “Your Election” below. If your election contained in this Release Opt-Out Form is not received by the Solicitation Agent by January 21, 2025 at 4:00 p.m. (prevailing Central Time), your election will not count, your Release Opt-Out Form will not be effective, and you will be deemed to have consented to the releases provided for in Article IX.C of the Plan. If your election is received and the opt-out box below is not checked, you will be deemed to have consented to the releases provided for in Article IX.C of the Plan. Any opt-out election that is illegible or does not provide sufficient information to identify the Interest Holder will not be valid.

All questions as to the validity, form, eligibility (including time of receipt), and acceptance and revocation of an opt-out election will be resolved by the Debtors or Reorganized Debtors (as applicable), in their sole discretion, which resolution will be final and binding.

If you have any questions on how to properly complete this Release Opt-Out Form, you may contact the Solicitation Agent at (888) 251-3046 (U.S. / Canada, toll-free) or (310) 751-2615 (International, toll), or by emailing the Solicitation Agent at TCSInfo@veritaglobal.com.

IF YOU WISH TO MAKE THE OPT-OUT ELECTION, PLEASE COMPLETE, SIGN, AND DATE THIS RELEASE OUT-OUT FORM AND RETURN IT (WITH A SIGNATURE) PROMPTLY IN THE ENVELOPE PROVIDED (IF APPLICABLE) OR VIA FIRST-CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

**TCS Ballot Processing Center
c/o Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245**

To arrange hand delivery of your Release Opt-Out Form, please email the Solicitation Agent at TCSInfo@veritaglobal.com (with “TCS Solicitation Opt-Out Form Delivery” in the subject line) at least 24 hours prior to your arrival at the address above and provide the anticipated date and time of delivery.

In the alternative, to properly submit the customized electronic version of your Opt-Out Form via the Solicitation Agent’s online Opt-Out Portal, please visit www.veritaglobal.net/thecontainerstore click on the “Submit Class 8 Existing Equity Interest Opt-Out Form” section of the website, and follow the instructions to submit your electronic Opt-Out Form.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Opt-Out Form:

Unique E-Opt-Out Form ID#: _____

Each E-Opt-Out Form ID# is to be used solely in relation to those Interests in the Debtors.

If you choose to submit your Opt-Out Form using the Opt-Out Portal, you should NOT also submit a paper Opt-Out Form.

The Solicitation Agent’s Opt-Out Portal is the only acceptable means of submission of Release Opt-Out Forms via electronic or online transmission. Release Opt-Out Forms submitted by facsimile, email, or other means of electronic transmission will not be counted.

Opt-Out Election

The undersigned, a Holder of an Existing Equity Interest:

ELECTS TO **OPT OUT** OF THE RELEASES IN ARTICLE IX.C OF THE PLAN AND, AS A RESULT, NOT BE SUBJECT TO OR BENEFIT FROM THE RELEASES UNDER ARTICLE IX OF THE PLAN.

IF YOU HAVE MADE THE ELECTION ABOVE, YOU MUST SIGN THE ELECTION FORM CONTAINED ON THE FOLLOWING PAGE.

PLEASE GO TO THE FOLLOWING PAGE.

[Remainder of page intentionally left blank.]

Certification and Signature for Opt-Out Election

Certification. By signing this Release Opt-Out Form, the electing Interest Holder, as applicable, certifies to the Court and the Debtors:

- c. that the Holder acknowledges that the election provided for in this Release Opt-Out Form is being made pursuant to the terms and conditions set forth in the Plan;
- d. that the Holder has the full power and authority to make the election provided for in this Release Opt-Out Form with respect to its Class 8 Interest.

Name of Holder (Please Print) _____

Authorized Signature _____

Name of Signatory _____

Title, if by Authorized Agent⁴ _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

Email _____

Brokerage Firm Where You Hold Your Account _____

Number of Shares You Hold In Your Account _____

Date Completed _____

[Remainder of page left intentionally blank]

⁴ If you are completing this Release Opt-Out Form on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing.

Appendix A

Release, Injunction, and Exculpation Provisions in the Plan¹

¹ Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Plan.

Article IX.

DISCHARGE, RELEASE, INJUNCTION, AND RELATED PROVISIONS

B. Releases by the Debtors

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Combined Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, is and is deemed to be, forever and unconditionally released, and absolved by each Debtor, Reorganized Debtor, and the Estates from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan or any other related agreement, or (10) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; provided, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed or (2) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have

constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under the Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any agreement, Claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

C. Releases by Holders of Claims and Interests

To the extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in the Plan or the Combined Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any Security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Plan,

the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under the Plan or any other related agreement, or (10) any other act, or omission, transaction, agreement, event, or other occurrence relating to any of the foregoing and taking place on or before the Effective Date; provided, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under the Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any agreement, claim, or obligation arising or assumed under the Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

D. Exculpation

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of the Plan, the Transaction Support Agreement, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with the Plan, the Disclosure Statement, the Definitive

Documents, the Plan Supplement, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; provided, that the foregoing provisions of this exculpation shall not operate to waive or release: (1) any Claims or Causes of Action arising from willful misconduct, actual fraud (but not, for the avoidance of doubt, fraudulent transfers), or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (2) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. For the avoidance of doubt and notwithstanding anything else herein, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

E. Permanent Injunction

Except as otherwise expressly provided in the Transaction Support Agreement, the Plan or the Combined Order, from and after the Effective Date, all Persons and Entities are, to the fullest extent provided under Section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (1) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (2) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (3) creating, perfecting, or enforcing any Lien or encumbrance; (4) asserting a right of setoff or subrogation of any kind; or (5) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to the Plan or the Combined Order against any Person or Entity so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11

Cases under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article IX thereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

F. SEC Reservation of Rights

Notwithstanding any language to the contrary in the Disclosure Statement, Plan and/or Combined Order, no provision shall (i) preclude the SEC from enforcing its police or regulatory powers or (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, Causes of Action, proceedings or investigations against any non-Debtor Person or non-Debtor Entity in any forum.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

----- x
In re: : Chapter 11
: :
THE CONTAINER STORE GROUP, INC., et al., : Case No. 24-90627 (ARP)
: :
Debtors.¹ : (Jointly Administered)
: :
----- :x

CERTIFICATE OF SERVICE

I, Ronaldo Lizarraga Angulo, depose and say that I am employed by Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”), the claims and noticing agent for the Debtors in the above-captioned case.

On December 24, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the service list attached hereto as **Exhibit A**; and via First Class Mail upon the service list attached hereto as **Exhibit B**:

- **Emergency Motion of Debtors for Entry of an Order Directing Joint Administration of Chapter 11 Cases** [Docket No. 2]
- **Notice of Designation as Complex Bankruptcy Case** [Docket No. 3]
- **Emergency *Ex Parte* Application for Entry of an Order Authorizing the Employment and Retention of Kurtzman Carson Consultants, LLC d/b/a Verita Global as Claims, Noticing, and Solicitation Agent** [Docket No. 4]
- **Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to File a Consolidated Creditor Matrix and List of the 30 Largest Unsecured Creditors; (II) Waiving the Requirement to File a List of Equity Security Holders; (III) Authorizing the Debtors to Redact Certain Personally Identifiable Information; and (IV) Granting Related Relief** [Docket No. 5]
- **Declaration of Chad E. Coben, Chief Restructuring Officer, in Support of Chapter 11 Petitions and First Day Motions** [Docket No. 6]

¹ The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

- **Emergency Motion of Debtors for Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Senior Secured Priming Superpriority Postpetition Financing and (B) Use Cash Collateral; (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status; (III) Granting Adequate Protection to the Prepetition Secured Parties; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief [Docket No. 7]**
- **Declaration of Adam Dunayer in Support of the Debtors' DIP Motion [Docket No. 8]**
- **Emergency Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate Their Existing Cash Management System, Including Maintenance of Existing Bank Accounts, Checks, and Business Forms, (B) Maintain Existing Deposit Practices, and (C) Perform Intercompany Transactions; (II) Waiving Certain U.S. Trustee Guidelines; and (III) Granting Related Relief [Docket No. 9]**
- **Emergency Motion of Debtors for Entry of an Order (I) Prohibiting Utilities from Altering, Refusing, or Discontinuing Service; (II) Approving the Debtors' Proposed Form of Adequate Assurance of Payment to Utilities, (III) Establishing Procedures for Resolving Requests for Additional Adequate Assurance, and (IV) Granting Related Relief [Docket No. 10]**
- **Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to (A) Pay Certain Employee Compensation and Benefits, (B) Maintain and Continue Such Benefits and Other Employee-Related Programs, and (C) Pay Prepetition Claims of Contracted Labor; (II) Granting Relief from Automatic Stay with Respect to Workers' Compensation Claims; and (III) Granting Related Relief [Docket No. 11]**
- **Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to (A) Pay Prepetition Insurance Program Obligations, (B) Maintain the Insurance Policies Postpetition, (C) Maintain the Bonding Program and Honor Related Obligations, and (D) Honor Letters of Credit; and (II) Granting Related Relief [Docket No. 12]**
- **Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to Pay Certain Prepetition Taxes and Fees and (II) Granting Related Relief [Docket No. 13]**
- **Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to (A) Honor Prepetition Obligations to Customers and (B) Continue Customer Programs and (II) Granting Related Relief [Docket No. 14]**

- **Emergency Motion of Debtors for Entry of an Order Establishing Notification Procedures and Approving Restrictions on (A) Certain Transfers of Interests in Debtors and (B) Claims of Certain Worthless Stock Deductions** [Docket No. 15]
- **Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to Pay Prepetition Trade Claims in the Ordinary Course of Business and (II) Granting Related Relief** [Docket No. 16]
- **Emergency Motion of Debtors for Entry of Order (I) Scheduling Combined Hearing to Consider (A) Final Approval of Disclosure Statement, (B) Approval of Solicitation Procedures and Form of Ballot, and (C) Confirmation of Plan; (II) Establishing an Objection Deadline to Object to Disclosure Statement and Plan; (III) Approving the Form and Manner of Notice of Combined Hearing, Objection Deadline, and Notice of Commencement; (IV) Approving Notice and Objection Procedures for the Assumption or Rejection of Executory Contracts and Unexpired Leases; (V) Conditionally Waiving Requirement of Filing Schedules of Assets and Liabilities, Statements of Financial Affairs, and 2015.3 Reports; (VI) Conditionally Waiving Requirement to Convene the Section 341 Meeting of Creditors; (VII) Conditionally Approving the Disclosure Statement and (VIII) Granting Related Relief** [Docket No. 17]
- **Disclosure Statement for Prepackaged Joint Plan of Reorganization of the Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code** [Docket No. 18]
- **Prepackaged Joint Plan of Reorganization of the Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code** [Docket No. 19]
- **Order Directing Joint Administration of Chapter 11 Cases** [Docket No. 36]
- **Order Granting Complex Case Treatment** [Docket No. 37]
- **Order Authorizing the Employment and Retention of Kurtzman Carson Consultants, LLC d/b/a Verita Global as Claims, Noticing, and Solicitation Agent** [Docket No. 38]
- **Motion of Debtors for Entry of an Order Authorizing the Debtors to File Certain Documents Under Seal** [Docket No. 57]
- **Interim Order (I) Authorizing the Debtors to (A) Continue to Operate Their Existing Cash Management System, Including Maintenance of Existing Bank Accounts, Checks, and Business Forms, (B) Maintain Existing Deposit Practices, and (C) Perform Intercompany Transactions, (II) Waiving Certain U.S. Trustee Guidelines, and (III) Granting Related Relief** [Docket No. 72]

- **Order (I) Authorizing the Debtors to File a Consolidated Creditor Matrix and List of the 30 Largest Unsecured Creditors; (II) Waiving the Requirement to File a List of Equity Security Holders; (III) Authorizing the Debtors to Redact Certain Personally Identifiable Information; and (IV) Granting Related Relief [Docket No. 73]**
- **Order (I) Prohibiting Utilities from Altering, Refusing, or Discontinuing Service, (II) Approving the Debtors' Proposed Form of Adequate Assurance of Payment to Utilities, (III) Establishing Procedures for Resolving Requests for Additional Adequate Assurance, and (IV) Granting Related Relief [Docket No. 74]**
- **Order (I) Authorizing the Debtors to (A) Pay Certain Employee Compensation and Benefits, (B) Maintain and Continue Such Benefits and Other Employee-Related Programs, and (C) Pay Prepetition Claims of Contracted Labor; (II) Granting Relief from Automatic Stay with Respect to Workers' Compensation Claims; and (III) Granting Related Relief [Docket No. 75]**
- **Order (I) Authorizing the Debtors to (A) Pay the Prepetition Insurance Program Obligations, (B) Maintain the Insurance Programs Postpetition, (C) Maintain the Bonding Program and Honor Related Obligations, and (D) Honor Letters of Credit; and (II) Granting Related Relief [Docket No. 76]**
- **Order Authorizing Payment of Prepetition Taxes and Fees [Docket No. 77]**
- **Order (I) Authorizing the Debtors to (A) Honor Customer Obligations to Customers and (B) Continue Customer Programs and (II) Granting Related Relief [Docket No. 78]**
- **Order Establishing Notification Procedures and Approving Restrictions on (A) Certain Transfers of Interests in Debtors and (B) Claims of Certain Worthless Stock Deductions [Docket No. 79]**
- **Order (I) Authorizing the Debtors to Pay Prepetition Trade Claims in the Ordinary Course of Business and (II) Granting Related Relief [Docket No. 80]**
- **Order (I) Scheduling Combined Hearing to Consider (A) Final Approval of Disclosure Statement, (B) Approval of Solicitation Procedures and Form of Ballot, and (C) Confirmation of Plan; (II) Establishing an Objection Deadline to Object to Disclosure Statement and Plan; (III) Approving the Form and Manner of Notice of Combined Hearing, Objection Deadline, and Notice of Commencement; (IV) Approving Notice and Objection Procedures for the Assumption or Rejection of Executory Contracts and Unexpired Leases; (V) Conditionally Waiving Requirement of Filing Schedules of Assets and Liabilities, Statements of Financial Affairs, and 2015.3 Reports; (VI) Conditionally Waiving Requirement to Convene the Section 341 Meeting of Creditors; (VII) Conditionally Approving the Disclosure Statement; and (VIII) Granting Related Relief [Docket No. 81]**

- **Interim Order (I) Authorizing the Debtors to (A) Obtain Senior Secured Priming Superpriority Postpetition Financing and (B) Use Cash Collateral; (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status; (III) Granting Adequate Protection to the Prepetition Secured Parties; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief** [Docket No. 88]

Furthermore, on December 24, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via First Class Mail upon the service list attached hereto as **Exhibit C**:

- **Emergency Motion of Debtors for Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Senior Secured Priming Superpriority Postpetition Financing and (B) Use Cash Collateral; (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status; (III) Granting Adequate Protection to the Prepetition Secured Parties; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief** [Docket No. 7]
- **Declaration of Adam Dunayer in Support of the Debtors' DIP Motion** [Docket No. 8]
- **Interim Order (I) Authorizing the Debtors to (A) Obtain Senior Secured Priming Superpriority Postpetition Financing and (B) Use Cash Collateral; (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status; (III) Granting Adequate Protection to the Prepetition Secured Parties; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief** [Docket No. 88]

Furthermore, on December 24, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the service list attached hereto as **Exhibit D**; and via First Class Mail upon the service list attached hereto as **Exhibit E**:

- **Emergency Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate Their Existing Cash Management System, Including Maintenance of Existing Bank Accounts, Checks, and Business Forms, (B) Maintain Existing Deposit Practices, and (C) Perform Intercompany Transactions; (II) Waiving Certain U.S. Trustee Guidelines; and (III) Granting Related Relief** [Docket No. 9]
- **Interim Order (I) Authorizing the Debtors to (A) Continue to Operate Their Existing Cash Management System, Including Maintenance of Existing Bank Accounts, Checks, and Business Forms, (B) Maintain Existing Deposit Practices, and (C) Perform Intercompany Transactions, (II) Waiving Certain U.S. Trustee Guidelines, and (III) Granting Related Relief** [Docket No. 72]

Furthermore, on December 24, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the service list attached hereto as **Exhibit F**; and via First Class Mail upon the service list attached hereto as **Exhibit G**:

- **Emergency Motion of Debtors for Entry of an Order (I) Prohibiting Utilities from Altering, Refusing, or Discontinuing Service; (II) Approving the Debtors' Proposed Form of Adequate Assurance of Payment to Utilities, (III) Establishing Procedures for Resolving Requests for Additional Adequate Assurance, and (IV) Granting Related Relief** [Docket No. 10]
- **Order (I) Prohibiting Utilities from Altering, Refusing, or Discontinuing Service, (II) Approving the Debtors' Proposed Form of Adequate Assurance of Payment to Utilities, (III) Establishing Procedures for Resolving Requests for Additional Adequate Assurance, and (IV) Granting Related Relief** [Docket No. 74]

Furthermore, on December 24, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via First Class Mail upon the service list attached hereto as **Exhibit H**:

- **Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to (A) Pay Certain Employee Compensation and Benefits, (B) Maintain and Continue Such Benefits and Other Employee-Related Programs, and (C) Pay Prepetition Claims of Contracted Labor; (II) Granting Relief from Automatic Stay with Respect to Workers' Compensation Claims; and (III) Granting Related Relief** [Docket No. 11]
- **Order (I) Authorizing the Debtors to (A) Pay Certain Employee Compensation and Benefits, (B) Maintain and Continue Such Benefits and Other Employee-Related Programs, and (C) Pay Prepetition Claims of Contracted Labor; (II) Granting Relief from Automatic Stay with Respect to Workers' Compensation Claims; and (III) Granting Related Relief** [Docket No. 75]

Furthermore, on December 24, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the service list attached hereto as **Exhibit I**; and via First Class Mail upon the service list attached hereto as **Exhibit J**:

- **Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to (A) Pay Prepetition Insurance Program Obligations, (B) Maintain the Insurance Policies Postpetition, (C) Maintain the Bonding Program and Honor Related Obligations, and (D) Honor Letters of Credit; and (II) Granting Related Relief** [Docket No. 12]

- **Order (I) Authorizing the Debtors to (A) Pay the Prepetition Insurance Program Obligations, (B) Maintain the Insurance Programs Postpetition, (C) Maintain the Bonding Program and Honor Related Obligations, and (D) Honor Letters of Credit; and (II) Granting Related Relief** [Docket No. 76]

Furthermore, on December 24, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via First Class Mail upon the service list attached hereto as **Exhibit K**:

- **Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to Pay Certain Prepetition Taxes and Fees and (II) Granting Related Relief** [Docket No. 13]
- **Order Authorizing Payment of Prepetition Taxes and Fees** [Docket No. 77]

Furthermore, on December 24, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the service list attached hereto as **Exhibit L**; and via First Class Mail upon the service list attached hereto as **Exhibit M**:

- **Emergency Motion of Debtors for Entry of an Order Establishing Notification Procedures and Approving Restrictions on (A) Certain Transfers of Interests in Debtors and (B) Claims of Certain Worthless Stock Deductions** [Docket No. 15]

Furthermore, on or before December 26, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via First Class Mail upon the service lists attached hereto as **Exhibit N**, **Exhibit O**, and **Exhibit P**:

- **Emergency Motion of Debtors for Entry of an Order Establishing Notification Procedures and Approving Restrictions on (A) Certain Transfers of Interests in Debtors and (B) Claims of Certain Worthless Stock Deductions** [Docket No. 15]
- **Order Establishing Notification Procedures and Approving Restrictions on (A) Certain Transfers of Interests in Debtors and (B) Claims of Certain Worthless Stock Deductions** [Docket No. 79]

Dated: January 3, 2025

/s/ Ronaldo Lizarraga Angulo
Ronaldo Lizarraga Angulo
Verita
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245
Tel. 310.823.9000

Exhibit A

Exhibit A

Master Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Attorney General for the State of Alabama	Alabama Attorney General	Attn Bankruptcy Department	consumerinterest@Alabamaag.gov
Attorney General for the State of Alaska	Alaska Attorney General	Attn Bankruptcy Department	attorney_general@alaska.gov
Top 30 Creditor	Ankura Intermediate Holdings, LP	Keith Jelinek	keith.jelinek@ankura.com
Attorney General for the State of Arizona	Arizona Attorney General - CSS	Attn Bankruptcy Department	BCEIntake@azag.gov
Attorney General for the State of Arkansas	Arkansas Attorney General	Attn Bankruptcy Department	OAG@ArkansasAG.gov
Counsel to Brookfield Properties Retail Inc.	Brookfield Properties Retail Inc., as Agent	Kristen N. Pate	bk@bpretail.com
Attorney General for the State of Colorado	Colorado Attorney General	Attn Bankruptcy Department	attorney_general@coag.gov
Attorney General for the State of Connecticut	Connecticut Attorney General	Attn Bankruptcy Department	attorney_general@ct.gov
Attorney General for the State of Delaware	Delaware Attorney General	Attn Bankruptcy Department	attorney_general@state.de.us
Attorney General for the State of District of Columbia	District of Columbia Attorney General	Attn Bankruptcy Department	oag@dc.gov
Top 30 Creditor	Echo Global Logistics, Inc.	Greg Dugan	gdugan@echo.com
Top 30 Creditor	FC Brands LLC	Matt David	ops@fullcirclehome.com
Top 30 Creditor	Fedex	Chaz Gagne	cgagne@fedex.com
Attorney General for the State of Florida	Florida Attorney General	Attn Bankruptcy Department	citizenservices@myfloridalegal.com; oag.civil.eserve@myfloridalegal.com
Counsel to DIP ABL Loan Agent and Eclipse Business Capital LLC	Frost Brown Todd LLP	Rebecca L. Matthews	rmatthews@fbtlaw.com
Attorney General for the State of Georgia	Georgia Attorney General	Attn Bankruptcy Department	Agcarr@law.ga.gov
Attorney General for the State of Hawaii	Hawaii Attorney General	Attn Bankruptcy Department	hawaiiag@hawaii.gov
Top 30 Creditor	Hulken Inc.	Tanya Hamilton	billing@hulkenbag.com
Attorney General for the State of Idaho	Idaho Attorney General	Attn Bankruptcy Department	bankruptcy@ag.idaho.gov
Attorney General for the State of Illinois	Illinois Attorney General	Attn Bankruptcy Department	bankruptcy_notices@ilag.gov
Top 30 Creditor	Impact Tech, Inc.	Andrew Carvalho	andrew.carvalho@impact.com
Attorney General for the State of Indiana	Indiana Attorney General	Attn Bankruptcy Department	info@atg.in.gov
Top 30 Creditor	Interdesign, Inc.	Ilese Okeefe	andre.burke@idesignlivesimply.com
Top 30 Creditor	Intermetro Industries Corporation	Rob Napkori	rob.napkori@metro.com
Attorney General for the State of Iowa	Iowa Attorney General	Attn Bankruptcy Department	IDR.Bankruptcy@ag.iowa.gov
Top 30 Creditor	Iris USA, Inc.	Tanya Rocha	tanya.rocha@irisusainc.com
Attorney General for the State of Kentucky	Kentucky Attorney General	Attn Bankruptcy Department	attorney_general@ag.ky.gov
Counsel to PREIT Services, LLC, as agent for Cherry Hill Center, LLC	Kurtzman Steady, LLC	Jeffrey Kurtzman	kurtzman@kurtzmansteady.com
Top 30 Creditor	LC Designs Company Limited	Kevin Pestell	kevinpestell@lc-designs.co.uk
Counsel to Town of Fairview, Tarrant County, and Dallas County	Linebarger Goggan Blair & Sampson, LLP	John Kendrick Turner	dallas.bankruptcy@lgbs.com
Counsel to Montgomery County	Linebarger Goggan Blair & Sampson, LLP	Tara L. Grundemeier	houston_bankruptcy@lgbs.com
Attorney General for the State of Louisiana	Louisiana Attorney General	Attn Bankruptcy Department	Executive@ag.louisiana.gov; ConstituentServices@ag.louisiana.gov
Attorney General for the State of Maine	Maine Attorney General	Attn Bankruptcy Department	attorney_general@maine.gov
Attorney General for the State of Maryland	Maryland Attorney General	Attn Bankruptcy Department	oag@oag.state.md.us
Attorney General for the State of Michigan	Michigan Attorney General	Attn Bankruptcy Department	miag@michigan.gov
Attorney General for the State of Minnesota	Minnesota Attorney General	Attn Bankruptcy Department	ag.replies@ag.state.mn.us
Attorney General for the State of Missouri	Missouri Attorney General	Attn Bankruptcy Department	attorney_general@ago.mo.gov

Master Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Attorney General for the State of Montana	Montana Attorney General	Attn Bankruptcy Department	contactocp@mt.gov
Attorney General for the State of Nebraska	Nebraska Attorney General	Attn Bankruptcy Department	NEDOJ@nebraska.gov; Ago.info.help@nebraska.gov
Attorney General for the State of Nevada	Nevada Attorney General	Attn Bankruptcy Department	AgInfo@ag.nv.gov
Attorney General for the State of New Hampshire	New Hampshire Attorney General	Attn Bankruptcy Department	attorneygeneral@doj.nh.gov
Attorney General for the State of New Jersey	New Jersey Attorney General	Attn Bankruptcy Department	Heather.Anderson@law.njoag.gov; NJAG.ElectronicService.CivilMatters@law.njoag.gov
Attorney General for the State of New York	New York Attorney General	Attn Bankruptcy Department	Louis.Testa@ag.ny.gov; letitia.james@ag.ny.gov
Attorney General for the State of North Carolina	North Carolina Attorney General	Attn Bankruptcy Department	ncago@ncdoj.gov
Attorney General for the State of North Dakota	North Dakota Attorney General	Attn Bankruptcy Department	ndag@nd.gov
Attorney General for the State of Ohio	Ohio Attorney General	Attn Bankruptcy Department	Kristin.Radwanick@OhioAGO.gov
Attorney General for the State of Oklahoma	Oklahoma Attorney General	Attn Bankruptcy Department	ConsumerProtection@oag.ok.gov
Attorney General for the State of Oregon	Oregon Attorney General	Attn Bankruptcy Department	AttorneyGeneral@doj.state.or.us; Lisa.Udland@doj.state.or.us
Counsel to the Ad Hoc Group of Term Lenders	Paul Hastings LLP	Charles Persons	charlespersons@paulhastings.com
Counsel to the Ad Hoc Group of Term Lenders	Paul Hastings LLP	Isaac Sasson, Jayme Goldstein, William Reily, Leonie Koch	isaacsasson@paulhastings.com; jaymegoldstein@paulhastings.com; williamreily@paulhastings.com; leoniekoch@paulhastings.com
Counsel to the Ad Hoc Group of Term Lenders	Paul Hastings LLP	Schlea Thomas	schleathomas@paulhastings.com
Counsel to the Ad Hoc Group of Term Lenders	Paul Hastings LLP	William Reily	williamreily@paulhastings.com
Counsel to the DIP Term Loan Agents	Paul Hastings LLP	Alex Cota, Liz Loonam	lizloonam@paulhastings.com; alexkota@paulhastings.com
Attorney General for the State of Pennsylvania	Pennsylvania Attorney General	Attn Bankruptcy Department	info@attorneygeneral.gov
Top 30 Creditor	PMG Worldwide, LLC	George Popstefanov	george@pmg.com
Top 30 Creditor	Poppin Furniture LLC	Allie Diep	adiep@poppin.com
Top 30 Creditor	Pura Scents, Inc.	Addison Harris	Addison@pura.com
Top 30 Creditor	R X O Freight Forwarding	Kenneth Burger	kenneth.burger@rxo.com
Attorney General for the State of Rhode Island	Rhode Island Attorney General	Attn Bankruptcy Department	ag@riag.ri.gov
Counsel to DIP ABL Loan Agent and Eclipse Business Capital LLC	Riemer & Braunstein LLP	Donald E. Rothman, Steven E. Fox	drothman@riemerlaw.com; sfox@riemerlaw.com
Top 30 Creditor	Schwarz Paper Company, LLC	Michael Gary	michael.gary@schwarz.com
SEC Regional Office	Securities & Exchange Commission	Fort Worth Regional Office	dfw@sec.gov
SEC Headquarters	Securities & Exchange Commission	Secretary of the Treasury	secbankruptcy@sec.gov
Counsel to Simon Property Group, Inc. and its Related Entities	Simon Property Group, Inc.	Ronald M. Tucker	rtucker@simon.com
Counsel to the Prepetition ABL Facility Agent and Prepetition Agent	Simpson Thacher & Bartlett LLP	Ian Kitts, Sandeep Qusba, Zachary J. Weiner	ian.kitts@stblaw.com; squsba@stblaw.com; zachary.weiner@stblaw.com
Attorney General for the State of South Carolina	South Carolina Attorney General	Attn Bankruptcy Department	bankruptcy@scag.gov
Attorney General for the State of South Dakota	South Dakota Attorney General	Attn Bankruptcy Department	atghelp@state.sd.us
Top 30 Creditor	Steel Technology, LLC dba Hydro Flask	Melissa De Souza Mosela	mmosela@helenofroy.com
Attorney General for the State of Tennessee	Tennessee Attorney General	Attn Bankruptcy Department	agattorneys@ag.tn.gov
Top 30 Creditor	TEST-RITE INTL CO., LTD.	Carol Yu	am-la-home@testritegroup.com
Texas Attorney General	Texas Attorney General	Attn Bankruptcy Department	bankruptcytax@oag.texas.gov; communications@oag.texas.gov; Robert.robinson@oag.texas.gov

Master Service List
 Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Top 30 Creditor	Transcon Shipping Co., Inc.	Eric Barcomb	ericb@transconshipping.com
SDTX - United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas	Civil Process Clerk for the U.S. Attorney's Office	usatxs.atty@usdoj.gov
SDTX - Office of the U.S. Trustee for the Southern District of Texas	US Trustee for the Southern District of Texas (Houston Division)	Ha Nguyen, Vianey Garza	Ha.Nguyen@usdoj.gov; Vianey.Garza@usdoj.gov
Attorney General for the State of Utah	Utah Attorney General	Attn Bankruptcy Department	bankruptcy@agutah.gov
Attorney General for the State of Vermont	Vermont Attorney General	Attn Bankruptcy Department	ago.info@vermont.gov
Attorney General for the State of Virginia	Virginia Attorney General	Attn Bankruptcy Department	mailoag@oag.state.va.us
Attorney General for the State of West Virginia	West Virginia Attorney General	Attn Bankruptcy Department	consumer@wvago.gov
Top 30 Creditor	Whitmor, Inc.	Jerri Perrault	ar@whitmor.com
Attorney General for the State of Wisconsin	Wisconsin Attorney General	Attn Bankruptcy Department	dojbankruptcynoticegroup@doj.state.wi.us
Top 30 Creditor	Wurth Baer Supply Company	Candy Debartolo	candy.debartolo@wurthbsc.com
Attorney General for the State of Wyoming	Wyoming Attorney General	Attn Bankruptcy Department	ag.webmaster@wyo.gov
Top 30 Creditor	XPO Logistics, LLC	Kenneth Burger	kenneth.burger@rxo.com
Top 30 Creditor	York (Asia) Limited	Ivy Peng	ivy.peng@yorkasia.com

Exhibit B

Exhibit B

Master Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Country
Attorney General for the State of Arizona	Arizona Attorney General	Attn Bankruptcy Department	2005 N Central Ave		Phoenix	AZ	85004-2926	
Attorney General for the State of California	California Attorney General	Attn Bankruptcy Department	1300 I St., Ste. 1740		Sacramento	CA	95814-2919	
Top 30 Creditor	DJS International Services, Inc.	Linda Stewart	P.O. Box 612785		DFW Airport	TX	75261	
Top 30 Creditor	Evergreen Shipping Agency (America) Corp	Rodney Bledsoe	16000 Dallas Pkwy		Dallas	TX	75248	
IRS	Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346		Philadelphia	PA	19101-7346	
Top 30 Creditor	J&O Plastics Inc	Mary Mohler	12475 Sheets Road		Rittman	OH	44270	
Attorney General for the State of Kansas	Kansas Attorney General	Attn Bankruptcy Department	120 SW 10th Ave., 2nd Fl		Topeka	KS	66612-1597	
Attorney General for the State of Massachusetts	Massachusetts Attorney General	Attn Bankruptcy Department	One Ashburton Place	20th Floor	Boston	MA	02108-1518	
Attorney General for the State of Mississippi	Mississippi Attorney General	Attn Bankruptcy Department	Walter Sillers Building	550 High St Ste 1200	Jackson	MS	39201	
Attorney General for the State of New Mexico	New Mexico Attorney General	Attn Bankruptcy Department	408 Galisteo St	Villagra Building	Santa Fe	NM	87501	
Top 30 Creditor	Ningbo Vacane Import & Export Co., LTD.	Amy Zheng	No 132, Chezhan West Road	Huangtang Town, Ninghai	Ningbo		315600	China
Top 30 Creditor	OXO International, Ltd.	Rebecca Simkins	601 W 26th St	Suite 1050	New York	NY	10001	
Top 30 Creditor	Rashon Hayes	Edwin Aiwazian, Counsel Representation	Lawyers for JUSTICE, PC	410 Arden Ave, Suite 203	Glendale	CA	91203	
Top 30 Creditor	Sapient Corporation	Jorge Badran	40 Water Street		Boston	MA	02109	
Top 30 Creditor	Swift Transportation Services, LLC	Virginia Henkels	P.O. Box 643985		Pittsburgh	PA	15264-3985	
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts	Attn Bankruptcy Section	Lyndon B Johnson State Office Building	111 East 17th St	Austin	TX	78774	
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts		PO Box 13528, Capitol Station		Austin	TX	78711-3528	
Attorney General for the State of Washington	Washington Attorney General	Attn Bankruptcy Department	1125 Washington St SE	PO Box 40100	Olympia	WA	98504-0100	

Exhibit C

**Lienholders Service List
Served via First Class Mail**

CreditorName	Address1	Address2	City	State	Zip
Bank One, Texas, NA as Agent	1717 Main St	3rd Floor	Dallas	TX	75201
Everbank Commercial Finance, Inc.	10 Waterview Blvd		Parsippany	NJ	07054
JPMorgan Chase Bank, N.A. as Collateral Agent	1111 Fannin St	10th Floor	Houston	TX	77002
MB Financial Bank, N.A.	6111 North River Rd		Rosemont	IL	60018
Summit Funding Group, Inc.	4680 Parkway Drive	Ste 300	Mason	OH	45040
Susquehanna Commercial Finance, Inc.	2 Country View Road	Ste 300	Malvern	PA	19355
Wells Fargo Bank, N.A.	800 Walnut St		Des Moines	IA	50309

Exhibit D

**Banks Service List
Served via Electronic Mail**

CreditorName	CreditorNoticeName	Email
Citibank, N.A.	Rola Tsengpappalardo	rola.tsengpappalardo@citi.com
Cornerstone National Bank & Trust Company	Hannah Spires	hspires@cnbtc.bank
JP Morgan Chase Bank, N.A.	Victoria Cordoba	victoria.cordoba@jpmorgan.com
Wells Fargo Bank, N.A.	Breanne Archerd	breanne.archerd@wellsfargo.com
Wells Fargo Bank, N.A.	Frank Sands	frank.sands@wellsfargo.com

Exhibit E

**Banks Service List
 Served via First Class Mail**

CreditorName	CreditorNoticeName	Address1	City	State	Zip
Citibank, N.A.	Rola Tsengpappalardo	388 Greenwich Street, 17th Floor	New York	NY	10013
Cornerstone National Bank & Trust Company	Hannah Spires	One West Northwest Highway	Palatine	IL	60067
JP Morgan Chase Bank, N.A.	Victoria Cordoba	8181 Communications Pkwy Bldg B, Floor 02	Plano	TX	75024
Wells Fargo Bank, N.A.	Breanne Archerd	600 South Fourth Street, 5th Floor	Minneapolis	MN	55415
Wells Fargo Bank, N.A.	Frank Sands	P.O. Box 63020	San Francisco	CA	94163

Exhibit F

**Utility Providers Service List
 Served via Electronic Mail**

CreditorName	CreditorNoticeName	Email
California American Water Company		cawc.customeradvocacy@amwater.com
City of Chicago, IL- Dept. of Water	Jardine Water Treatment Plant	WaterManagement@cityofchicago.org
City of El Segundo Water Dept, CA		h2oinquiries@elsegundo.org
City of Germantown, TN		customerservice@germantown-tn.gov
City of Houston, TX - Water/Wastewater		communications@houstontx.gov
City of Palo Alto Utilities, CA		UtilitiesCustomerService@CityofPaloAlto.org
City of Richmond, VA		RVAmayor@rva.gov
CoServ		contact@coserv.com
Evergy KS MO Metro MO West		info@evergyventures.com
Fort Worth Water Department		MyWaterAccount@FortWorthTexas.gov
Fulton County Finance Department, GA		customerservice@fultoncountyga.gov
MIAMI-DADE WATER AND SEWER DEPT		Roy.Coley@miamidade.gov
North Shore Gas		newconstruction@northshoregasdelivery.com
Pasadena Water and Power		WPD_Answerline@cityofpasadena.net
Portland General Electric (PGE)		investors@pgn.com
South Huntington Water District		info@shwd.org
Veolia Water New Jersey		csnj@veolia.com
West View Water Authority		customerservice@westviewwater.org

Exhibit G

Utility Providers Service List
 Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
AES Indiana		PO Box 110		Indianapolis	IN	46206-0110
AES Indiana		One Monument Circle		Indianapolis	IN	46204-2901
Ameren Missouri	c/o Union Electric Company	1901 Chouteau Avenue		St. Louis	MO	63103
Ameren Missouri		PO Box 88068		Chicago	IL	60680-1068
APS		PO Box 37812		Boone	IA	50037-0812
Aqua Pennsylvania		PO Box 70279		PHILADELPHIA	PA	19176-0279
Aqua Pennsylvania		762 West Lancaster Ave.		Bryn Mawr	PA	19010
Atmos Energy	c/o Atmos Energy Corporation	1800 Three Lincoln Centre	5430 LBJ Freeway	Dallas	TX	75240
Atmos Energy		PO Box 630872		CINCINNATI	OH	45263-0872
AW Billing Service LLC		4431 North Dixie Highway		Boca Raton	FL	33431
BGE	Baltimore Gas and Electric Company	2 Center Plaza	110 West Fayette Street	Baltimore	MD	21201-3708
BGE		P.O. Box 13070		PHILADELPHIA	PA	19101-3070
California American Water Company		PO BOX 7150		Pasadena	CA	91109-7150
California American Water Company		655 W Broadway, #1410		San Diego	CA	92101
CenterPoint Energy	CenterPoint Energy, Inc.	1111 Louisiana Street		Houston	TX	77002
CenterPoint Energy		P.O. Box 4981		HOUSTON	TX	77210-4981
CenterPoint Energy Minnegasco	CenterPoint Energy, Inc.	505 Nicollet Mall		Minneapolis	MN	55402
CenterPoint Energy Minnegasco		PO BOX 4671		HOUSTON	TX	77210-4671
CenturyLink	c/o Lumen Technologies, Inc.	100 CenturyLink Drive		Monroe	LA	71203
CenturyLink Summary		PO BOX 52187		PHOENIX	AZ	85072-2187
Charter Communications		BOX 223085		Pittsburgh	PA	15251-2085
Charter Communications		PO BOX 223085		Pittsburgh	PA	15251-2085
Charter Communications		400 Washington Blvd.		Stamford	CT	06902
Citizens Energy Group		PO Box 7056		Indianapolis	IN	46207-7056
Citizens Energy Group		2020 North Meridian St.		Indianapolis	IN	46202
City of Atlanta, GA-Dept of Watershed Mg		PO Box 105275		ATLANTA	GA	30348-5275
City of Atlanta, GA-Dept of Watershed Mg		72 Marietta Street NE		Atlanta	GA	30303
City of Austin, TX		PO Box 2267		Austin	TX	78783-2267
City of Austin, TX		4815 Mueller Blvd		Austin	TX	78723-3573
City of Chicago, IL- Dept. of Water	Jardine Water Treatment Plant	1000 East Ohio Street		Chicago	IL	60611
City of Coppell, TX		P.O. Box 9478		Coppell	TX	75019
City of Coppell, TX		255 E Parkway Boulevard		Coppell	TX	75019
City of Dallas, TX	Water Utilities	1500 Marilla Street, Room 4A North		Dallas	TX	75201
City of Dallas, TX		CITY HALL 2D South		Dallas	TX	75277
City of El Segundo Water Dept, CA		PO Box 101426		Pasadena	CA	91189-1426
City of El Segundo Water Dept, CA		350 Main Street		El Segundo	CA	90245
City of Elmhurst		209 N YORK ST		ELMHURST	IL	60126
City of Englewood, CO		1000 Englewood Parkway		Englewood	CO	80110
City of Foster City/Emid		610 FOSTER CITY BLVD		FOSTER CITY	CA	94404

Utility Providers Service List
 Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
City of Germantown, TN		PO Box 2274		Memphis	TN	38101-2274
City of Germantown, TN		1930 S. Germantown Road		Germantown	TN	38138
City of Glendale, AZ		P.O. Box 500		Glendale	AZ	85311-0500
City of Houston, TX - Water/Wastewater		PO Box 1560		HOUSTON	TX	77251-1560
City of Houston, TX - Water/Wastewater		611 Walker St		Houston	TX	77002
City of Oklahoma City, OK		PO BOX 26570		Oklahoma City	OK	73126-0570
City of Oklahoma City, OK		420 W Main St Ste 501		Oklahoma City	OK	73102
City of Oxnard, CA		214 South C St		Oxnard	CA	93030-5712
City of Oxnard, CA		300 W 3rd St.		Oxnard	CA	93030
City of Palo Alto Utilities, CA		PO Box 51019		Los Angeles	CA	90051-5319
City of Palo Alto Utilities, CA		250 Hamilton Ave		Palo Alto	CA	94301
City of Peabody, MA		PO Box 3047		Peabody	MA	01961-3047
City of Peabody, MA		24 Lowell St.		Peabody	MA	01960
City of Phoenix, AZ		PO Box 29100		PHOENIX	AZ	85038-9100
City of Phoenix, AZ		200 W. Washington Street	Phoenix City Hall	Phoenix	AZ	85003
City of Plano, TX		P.O. Box 861990		Plano	TX	75086-1990
City of Plano, TX		1520 K Avenue	Plano Municipal Center	Plano	TX	75074
City of Richmond, VA		PO Box 71210		Charlotte	NC	28272-1210
City of Richmond, VA		900 E. Broad Street		Richmond	VA	23219
City of Tampa Utilities		PO Box 30191		Tampa	FL	33630-3191
City of Tampa Utilities		306 East Jackson Street		Tampa	FL	33602
City of Troy, MI		PO Box 554743		Detroit	MI	48255-4753
City of Tualatin, OR		18880 SW Martinazzi Ave		Tualatin	OR	97062-7092
City of Wauwatosa-Water		BIN 88445		Milwaukee	WI	53288-0445
City of White Plains, NY		PO Box 5064		White Plains	NY	10602
City Treasurer-Public Utilities Dept		PO Box 129020		San Diego	CA	92112-9020
City Treasurer-Public Utilities Dept		1200 Third Ave Suite 100		San Diego	CA	92101
Colorado Springs Utilities		PO Box 340		Colorado Springs	CO	80901
Colorado Springs Utilities		111 S Cascade Ave.		Colorado Springs	CO	80903
Columbia Gas of Ohio		PO Box 4629		Carol Stream	IL	60197-4629
Columbia Gas of Ohio		290 W. Nationwide Blvd.		Columbus	OH	43215
Columbia Gas of Virginia		PO Box 70319		PHILADELPHIA	PA	19176-0319
Columbia Gas of Virginia		1809 Coyote Drive		Chester	VA	23836
Comcast Business		One Comcast Center		Philadelphia	PA	19103-2838
Comcast Business		PO Box 4089		Carol Stream	IL	60126-1128
ComEd	Exelon Business Services Company, LLC	440 S LaSalle St		Chicago	IL	60605
ComEd		PO Box 6111		Carol Stream	IL	60197-6113
Con Edison		390 WEST ROUTE 59		SPRING VALLEY	NY	10977-5300
Congressional Plaza Assoc		PO Box 8500 Lockbox #9320		PHILADELPHIA	PA	19178-9320

Utility Providers Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Congressional Plaza Assoc		154 Congressional Lane		Rockville	MD	20852
Congressional Plaza Associates, LLC	Legal Department	c/o Federal Realty Investment Trust	909 Rose Ave, Suite 200	North Bethesda	MD	20852
Constellation NewEnergy		PO Box 4640		Carol Stream	IL	60197-4640
Constellation NewEnergy		1310 Point Street		Baltimore	MD	21231-3380
Consumers Energy		PO Box 740309		CINCINNATI	OH	45274-0309
Consumers Energy		One Energy Plaza EP1-416		Jackson	MI	49201
CoServ		PO Box 734803		Dallas	TX	75373-4803
CoServ		7701 S Stemmons		Corinth	TX	76210-1842
CPS Energy	Bankruptcy Section	500 McCullough	Mail Drop 110910	San Antonio	TX	78215
CPS Energy		P.O. Box 2678		San Antonio	TX	78289-0001
DELMARVA POWER DE/MD/VA		PO Box 13609		PHILADELPHIA	PA	19101-3609
DELMARVA POWER DE/MD/VA		500 North Wakefield Drive		Newark	DE	19702
Denver Water		PO Box 173343		DENVER	CO	80217-3343
Denver Water		1600 W. 12th Ave.		Denver	CO	80204-3412
Direct Energy		PO Box 660749		Dallas	TX	75266
Direct Energy		910 Louisiana St		Houston	TX	77002
Dominion Energy		120 Tredegar Street		Richmond	VA	23219
Dominion Energy		120 Tredegar Street		Richmond	VA	23219
Dominion Energy North Carolina		PO Box 25715		Richmond	VA	23260-5715
Dominion VA/NC Power		P.O. Box 26543		Richmond	VA	23290-0001
DTE Energy		PO BOX 630795		CINCINNATI	OH	45263-0795
DTE Energy		One Energy Plaza		Cincinnati	OH	48226-1279
Duke Energy		PO Box 1094		Charlotte	NC	28201-1094
Duke Energy		525 South Tryon Street		Charlotte	NC	28202
Duquesne Light Company		PO Box 371324		Pittsburgh	PA	15250-7324
Duquesne Light Company		411 Seventh Avenue		Pittsburgh	PA	15219
Dynegy Energy Services		27679 Network Place		Chicago	IL	60673
Enbridge Gas Ohio		P.O. Box 26785		Richmond	VA	23261-6785
Enbridge Gas Ohio		915 North Eldridge Parkway, Suite 1100		Houston	TX	77079
ENGIE Insight Services Inc.		1313 N Atlantic Street	Suite 5000	Spokane	WA	99210
Entergy Arkansas, Inc.	Entergy Corporation	639 Loyola Avenue		New Orleans	LA	70113
Entergy Arkansas, Inc.		PO BOX 8101		BATON ROUGE	LA	70891-8101
Entergy Texas, Inc.	Entergy Corporation	639 Loyola Avenue		New Orleans	LA	70113
Entergy Texas, Inc.		PO BOX 8104		BATON ROUGE	LA	70891-8104
Evergy KS MO Metro MO West		P.O. Box 219330		Kansas City	MO	64121-9330
Evergy KS MO Metro MO West		1200 Main St		Kansas City	MO	64105
Eversource Energy		PO Box 56007		Boston	MA	02205-6007
Eversource Energy		247 Station Drive		Westwood	MA	02090
Fairfax Water - VA		PO Box 5008		Merrifield	VA	22116-5008

Utility Providers Service List
 Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Fairfax Water - VA		8570 Executive Park Ave.		Fairfax	VA	22031
Fort Worth Water Department		PO Box 961003		Fort Worth	TX	76161-0003
Fort Worth Water Department		100 Fort Worth Trail, 5th Floor		Fort Worth	TX	76102
FPL - Florida Power & Light Company		General Mail Facility		Miami	FL	33188-0001
Frontier Communications		PO BOX 740407		CINCINNATI	OH	45274-0407
Frontier Communications		1919 McKinney Ave.		Dallas	TX	75201
Fulton County Finance Department, GA		PO Box 105300		ATLANTA	GA	30348-5300
Fulton County Finance Department, GA		141 Pryor St. SW, Ste. 7001		Atlanta	GA	30303
Gas South		P.O. Box 530552		ATLANTA	GA	30353-0552
Gas South		788 Circle 75 Parkway SE		Atlanta	GA	30339
Georgia Power		96 ANNEX		ATLANTA	GA	30396
Grande Communications Network	c/o Astound	401 Carlson Circle		San Marcos	TX	78666
Grande Communications Network		PO Box 679367		Dallas	TX	75267-9367
Hotwire Communications - 57330		2100 West Cypress Creek Road		Fort Lauderdale	FL	33309
Jersey Central Power & Light	FirstEnergy Corp.	76 South Main Street		Akron	OH	44308
Jersey Central Power & Light		PO Box 371422		Pittsburgh	PA	15250-7422
Johnson County Wastewater		PO BOX 219948		Kansas City	MO	64121-9948
Johnson County Wastewater		11811 S Sunset Dr #2500		Olathe	KS	66061
Kansas Gas Service		PO Box 219046		Kansas City	MO	64121-9046
Kansas Gas Service		7421 W. 129th Street		Overland Park	KS	66213
Level 3 Communications LLC		PO BOX 910182		DENVER	CO	80291-0182
Level 3 Communications LLC		1025 Eldorado Boulevard		Broomfield	CO	80021
Liberty Utilities - NH		75 Remittance Dr		Chicago	IL	60675-1032
Liberty Utilities - NH		116 North Main Street		Concord	NH	03301
Los Angeles Dept of Water & Power		P.O. Box 30808		Los Angeles	CA	90030-0808
Los Angeles Dept of Water & Power		111 N. Hope Street		Los Angeles	CA	90012
Marin Municipal Water District		220 Nellen Avenue		Corte Madera	CA	94925-1105
Memphis Light, Gas & Water Division		P.O. Box 388		Memphis	TN	38145-0388
Mesa Water District		PO Box 6513		Pasadena	CA	91109-6500
Mesa Water District		1965 Placentia Avenue		Costa Mesa	CA	92627
MIAMI-DADE WATER AND SEWER DEPT		P.O. Box 026055		Miami	FL	33102-6055
MIAMI-DADE WATER AND SEWER DEPT		3071 SW 38th Ave		Miami	FL	33146
MidAmerican Energy Company		PO Box 8020		Davenport	IA	52808-8020
MidAmerican Energy Company		666 Grand Ave		Des Moines	IA	50309
MUD #METRO	The Woodlands Water Agency	2455 Lake Robbins Drive		The Woodlands	TX	77380
MUD #METRO		PO Box 7580		Spring	TX	77387-7580
Murray City Corporation, UT		PO Box 57919		Murray	UT	84157-0919
Murray City Corporation, UT		10 E 4800 S, Room 160		Murray	UT	84107
Nashville Electric Service		PO Box 305099		Nashville	TN	37230-5099

Exhibit G

Utility Providers Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Nashville Electric Service		1214 Church Street		Nashville	TN	37246
National Grid - Pittsburgh		PO Box 371338		Pittsburgh	PA	15250-7338
National Grid - Pittsburgh		PO Box 371382		Pittsburgh	PA	15250-7382
National Grid - Pittsburgh		175 East Old Country Rd		Hicksville	NY	11801
National Grid - Pittsburgh		175 East Old Country Rd		Hicksville	NY	11801
New Jersey American Water Company		P.O. Box 371331		Pittsburgh	PA	15250-7331
New Jersey American Water Company		1 Water Street		Camden	NJ	08102
New Mexico Gas Company		PO Box 27885		Albuquerque	NM	87125-7885
New Mexico Gas Company		1625 Rio Bravo SW Suite 27 87105		Albuquerque	NM	87105
Nicor Gas	c/o Southern Company	30 Ivan Allen Jr. Boulevard, N.W.		Atlanta	GA	30308
Nicor Gas		PO Box 5407		Carol Stream	IL	60197-5407
North Shore Gas		PO Box 6050		Carol Stream	IL	60197-6050
North Shore Gas		200 E. Randolph St.		Chicago	IL	60601-6302
NV Energy/30150 South Nevada		PO Box 30150		Reno	NV	89520-3150
NW Natural		PO BOX 6017		Portland	OR	97228-6017
NW Natural		250 SW Taylor St.		Portland	OR	97204
OG&E -Oklahoma Gas & Electric Service		P.O. Box 24990		Oklahoma City	OK	73124-0990
OG&E -Oklahoma Gas & Electric Service		321 North Harvey		Oklahoma City	OK	73102-3405
Oklahoma Natural Gas Co: Kansas City		PO Box 219296		Kansas City	MO	64121-9296
Oklahoma Natural Gas Co: Kansas City		15 East Fifth Street		Tulsa	OK	74103
Orlando Utilities Commission		PO Box 31329		Tampa	FL	33631-3329
Orlando Utilities Commission		100 W. Anderson St.		Orlando	FL	32801
Pacific Gas & Electric		P.O. BOX 997300		Sacramento	CA	95899-7300
Pacific Gas & Electric		300 Lakeside Drive, Suite 210		Oakland	CA	94612
Pasadena Water and Power		P.O. BOX 7120		Pasadena	CA	91109
Pasadena Water and Power		100 North Garfield Ave., Room N106		Pasadena	CA	91101
Peabody Municipal Light Plant		PO Box 3199		Peabody	MA	01961-3199
Peabody Municipal Light Plant		201 Warren Street Extension		Peabody	MA	01960
PECO		PO BOX 37629		PHILADELPHIA	PA	19101
Peoples		PO Box 644760		Pittsburgh	PA	15264-4760
Peoples Gas		PO Box 6050		Carol Stream	IL	60197-6050
Peoples Gas		200 E. Randolph St.		Chicago	IL	60601-6302
Peoples Gas		200 E. Randolph St.		Chicago	IL	60601-6302
PEPCO (Potomac Electric Power Company)		PO Box 13608		PHILADELPHIA	PA	19101-3608
PEPCO (Potomac Electric Power Company)		701 Ninth St., NW		Washington	DC	20001
Piedmont Natural Gas		PO Box 1246		Charlotte	NC	28201-1246

Utility Providers Service List
 Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Piedmont Natural Gas		525 S Tryon St.		Charlotte	NC	28202
Portland General Electric (PGE)		PO Box 4438		Portland	OR	97208-4438
Portland General Electric (PGE)		121 SW Salmon St.		Portland	OR	97204
PSE&G-Public Service Elec & Gas Co		P.O. Box 14444		New Brunswick	NJ	08906-4444
PSE&G-Public Service Elec & Gas Co		80 Park Plaza		Newark	NJ	07102
PSEGLI		P.O. Box 9039		Hicksville	NY	11802-9039
PSEGLI		80 Park Plaza		Newark	NJ	07102
Puget Sound Energy		BOT-01H		Bellevue	WA	98009-9269
Puget Sound Energy		355 - 110th Avenue NE		Bellevue	WA	98004
Rhode Island Energy		PO Box 371875		Pittsburgh	PA	15250-7875
Rhode Island Energy		280 Melrose Street		Providence	RI	02907
Ross Township, PA	c/o Public Works Department	225 Cemetery Lane		Pittsburgh	PA	15237
Ross Township, PA		PO Box 645124		Pittsburgh	PA	15264-5124
San Antonio Water System, TX		PO Box 650989		Dallas	TX	75265-0989
San Antonio Water System, TX		2800 US Hwy 281 N		San Antonio	TX	78212
San Diego Gas & Electric		P.O. Box 25111		Santa Ana	CA	92799-5111
San Diego Gas & Electric		8330 Century Park Ct.		San Diego	CA	92123-1530
San Jose Water Company		PO Box 7045		Pasadena	CA	91109-7045
San Jose Water Company		110 West Taylor St		San Jose	CA	95110-2131
Seacoast Utility Authority		PO Box 30568		Tampa	FL	33630-3568
Seacoast Utility Authority		4200 Hood Rd.		Palm Beach Gardens	FL	33410
SMUD		Box 15555		Sacramento	CA	95852-1555
South Huntington Water District		PO Box 71458		PHILADELPHIA	PA	19176-9903
South Huntington Water District		75 Fifth Avenue South		Huntington Station	NY	11746
Southern California Edison		P.O. Box 600		Rosemead	CA	91771-0001
Southern California Gas (The Gas Co.)		PO Box C		Monterey Park	CA	91756
Southern California Gas (The Gas Co.)		555 West 5th St		Los Angeles	CA	90013
Southlake Water Utilities		1400 Main St STE 200		Southlake	TX	76092
Southwest Gas		PO Box 24531		Oakland	CA	94623-1531
Spire/St Louis		Drawer 2		St Louis	MO	63171
Spire/St Louis		700 Market Street		St. Louis	MO	63101
SRP - Salt River Project		PO Box 2951		PHOENIX	AZ	85062-2951
SRP - Salt River Project		1500 N. Mill Ave		Tempe	AZ	85281
Summit Utilities Arkansas Inc		PO Box 676344		Dallas	TX	75267-6344
Summit Utilities Arkansas Inc		10825 W. Geddes Ave, Suite 410		Centennial	CO	80112
Teco Tampa Electric Company		P.O. Box 31318		Tampa	FL	33631-3318
Texas Gas Service		PO Box 219913		Kansas City	MO	64121-9913
Texas Gas Service		1301 S. Mopac Expressway, Suite 400		Austin	TX	78746
The Illuminating Company		PO Box 371422		Pittsburgh	PA	15250-7422

**Utility Providers Service List
 Served via First Class Mail**

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
The Illuminating Company		76 South Main St		Akron	OH	44308
Town of Fairview, TX		372 Town Place		Fairview	TX	75069
Township of Livingston, NJ		357 South Livingston Avenue		Livingston	NJ	07039
Tucson Electric Power Company		PO Box 5171		Harlan	IA	51593-0671
Tucson Electric Power Company		88 E. Broadway Blvd.		Tucson	AZ	85701
TXU Energy		PO BOX 650638		Dallas	TX	75265-0638
TXU Energy		6555 Sierra Drive		Irving	TX	75039
UBS-Utility Billing Services	c/o Central Arkansas Water	221 East Capitol Ave		Little Rock	AR	77202
UBS-Utility Billing Services		P.O. Box 8100		Little Rock	AR	72203-8100
UNITIL NH Gas Operations		PO Box 981077		Boston	MA	02298-1077
UNITIL NH Gas Operations		6 Liberty Lane West		Hampton	NH	03842-1720
Upper Merion Sewer Revenue		175 West Valley Forge Road		King of Prussia	PA	19406-1802
Veolia Water New Jersey		PO Box 371804		Pittsburgh	PA	15250
Veolia Water New Jersey		69 Devoe Place		Hackensack	NJ	07601
Verizon		PO BOX 15043		ALBANY	NY	12212-5043
Verizon		1095 Avenue of the Americas		New York	NY	10036
Village of Schaumburg, IL		101 Schaumburg Ct		Schaumburg	IL	60193-1881
Vinakom Communications		860 Remington Rd		Schaumburg	IL	60173
Washington Gas		PO BOX 37747		PHILADELPHIA	PA	19101-5047
Washington Gas		6801 Industrial Road		Springfield	VA	22151
WaterOne (Water Dist No 1 of Johnson Co)		PO Box 219432		Kansas City	MO	64121-9432
WaterOne (Water Dist No 1 of Johnson Co)		10747 Renner Boulevard		Lenexa	KS	66219
WE Energies/Wisconsin Electric/Gas		PO Box 6042		Carol Stream	IL	60197-6042
WE Energies/Wisconsin Electric/Gas		231 W. Michigan St.		Milwaukee	WI	53203
West Des Moines Municipal Services		PO Box 402002		Des Moines	IA	50940-2002
West Des Moines Municipal Services		1505 Railroad Ave		West Des Moines	IA	50265
West View Water Authority		PO Box 6295		Hermitage	PA	16148-0923
West View Water Authority		210 Perry Highway		Pittsburgh	PA	15229
Xcel Energy		PO Box 660553		Dallas	TX	75266-0553
Xcel Energy		414 Nicollet Mall		Minneapolis	MN	55401

Exhibit H

**Administrators Service List
 Served via First Class Mail**

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
CAPFinancial Partners, LLC		PO Box 896952		Charlotte	NC	28289
CIGNA Life Insurance Company of New York		PO Box 783072		Philadelphia	PA	19178
Fidelity Brokerage Services LLC		245 Summer Street		Boston	MA	02210
Hooray Health		14755 Preston Rd Ste 130		Dallas	TX	75254
Life Insurance Company of North America		PO Box 782447		Philadelphia	PA	19178
Marsh McLennan Agency LLC	Donnie Doan	8144 Walnut Hill Lane	16th Floor	Dallas	TX	75231
New York Life Insurance Company		51 Madison Avenue Room 207		New York	NY	10010
O.C. Tanner Recognition Company		1930 South State Street		Salt Lake City	UT	84115-2311
Stealth Partner Group		18940 N Pima Rd.	Ste 210	Scottsdale	AZ	85255
UKG Inc.	Attn: Accounting Department	1485 North Park Drive		Weston	FL	33326
UKG, Inc.		900 Chelmsford St		Lowell	MA	01851
UKG, Inc.		2250 North Commerce Parkway		Weston	FL	33326
United HealthCare Services, Inc.		9900 Bren Rd. E		Minnetonka	MN	55343
United HealthCare Services, Inc.		9800 Health Care Lane		Minnetonka	MN	55343
WEX Health, Inc.		4321 20th Avenue S		Fargo	ND	58103
Wex Health, Inc.		PO Box 9528		Fargo	ND	58106-9528

Exhibit I

**Insurance Service List
 Served via Electronic Mail**

CreditorName	CreditorNoticeName	Email
ACE American Insurance Company	Chief Underwriting Officer	WorkViewFLChubbIncoming@chubb.com
ACE American Insurance Company	Chubb Multinational	Christofher.Villanueva@Chubb.com
AIG SPECIALTY INSURANCE COMPANY		ERIC.SHEPHERD@AIG.COM
Allied World Assurance Company (U.S.) Inc.		darren.janssens@awac.com
Beazley Claims Services		claims@beazley.com
Berkshire Hathaway Specialty Insurance Company		ClaimsNotice@bhspecialty.com; execandprofnotices@bhspecialty.com
Crum & Forster Specialty Insurance Company		Contact.Us@cfins.com
Endurance American Insurance Company	Attn Legal	InsuranceClaims@sompo-intl.com
GAWS of London Limited	Claims Manager	enquiries@gawsof.london; claims@gawsof.london
Great American Insurance Company		aschultz@gaig.com
Hudson Insurance Company	Karin L. Zimmerly, Vice President	kzimmerly@hudsoninsgroup.com
Lloyd's of London		enquiries@lloyds.com
National Union Fire Insurance Company of Pittsburgh, PA	AIG, Financial Lines Claims	c-claim@AIG.com
National Union Fire Insurance Company of Pittsburgh, PA		GCMS@aig.com
Navigators Insurance Company	Laura Rauba	laura.rauba@thehartford.com
Palomar Excess and Surplus Insurance Company	CRC Group	RKish@crcgroup.com
Selective Ins. Co of New York		selectivefloodpolicy@selective.com
Selective Insurance Company of America		FloodCustomerService@selective.com; selectivefloodpolicy@selective.com
Selective Insurance Company of the Southeast		FloodCustomerService@selective.com; selectivefloodpolicy@selective.com
Syndicate 3623 at Lloyds	Danny O'Sullivan	Danny.OSullivan@beazley.com
The Continental Insurance Company		branchcommunications@cna.com
Travelers Property Casualty Company of America	Travelers, Enterprise Development	SWMORIN@travelers.com

Exhibit J

**Insurance Service List
 Served via First Class Mail**

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Country
ACE American Insurance Company	Chief Underwriting Officer	Chubb - Financial Lines	1133 Avenue of the Americas, 32nd Floor	New York	NY	10036	
ACE American Insurance Company	Chubb Global Casualty	5400 Lyndon B Johnson Freeway, Suite 700		Dallas	TX	75240	
ACE American Insurance Company	Chubb Multinational	2 Riverway		Houston	TX	77056	
ACE American Insurance Company		436 Walnut Street	P.O. Box 1000	Philadelphia	PA	19106-3703	
AIG SPECIALTY INSURANCE COMPANY		1271 Ave of the Americas, FL 37		New York	NY	10020-1304	
Allied World Assurance Company (U.S.) Inc.		15601 Dallas Parkway		Addison	TX	75001	
Applied Financial Lines		10805 Old Mill Rd		Omaha	NE	68154	
Arch Capital Group Ltd.		Waterloo House	100 Pitts Bay Road	Pembroke	HM	08	Bermuda
Arch Capital Services LLC		360 Hamilton Avenue, Suite 600		White Plains	NY	10601	
Arch Insurance North America		Grace Building	1114 Avenue of the Americas, 14th Floor	New York	NY	10036	
Arch Insurance North America		Harborside 3	210 Hudson Street, Suite 300	Jersey City	NJ	07311-1107	
Beazley Claims Services		30 Batterson Park Road		Farmington	CT	06032	
Berkshire Hathaway Specialty Insurance Company		1314 Douglas Street, Suite 1400		Omaha	NE	68102-1944	
CFC Underwriting Limited		85 Gracechurch Street		London		EC3V 0AA	United Kingdom
Commercial Management Liability	Attn Professional Lines Underwriting Department	1221 Avenue of The Americas		New York	NY	10020	
Crum & Forster Specialty Insurance Company		305 Madison Avenue		Morristwon	NJ	07960	
Endurance American Insurance Company	Attn Legal	1221 Avenue of the Americas 18th Floor		New York	NY	10022	
Endurance Assurance Corporation		4 Manhattanville Road Floor 3		Purchase	NY	10577	
Federal Insurance Company		202B Halls Mill Road		Whitehouse Station	NJ	08889	
GAWS of London Limited	Claims Manager	One America Square, 17 Crosswall		London		EC3N 2AD	United Kingdom
GAWS of London Limited		12 Princes Parade Princes Dock		Liverpool		L3 1BG	United Kingdom
Great American Insurance Company		3561 Solutions Center		Chicago	IL	60677-3005	
Hartford Fire Insurance Company		PO Box 913385		Denver	CO	80291-3385	
Hudson Insurance Company	Karin L. Zimmerly, Vice President	100 William Street, 5th Floor		New York	NY	10038	

**Insurance Service List
 Served via First Class Mail**

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Country
Indemnity Insurance Co. of North America		436 Walnut Street		Philadelphia	PA	19106	
JPMorgan Chase Bank, N.A.		10410 Highland Manor Drive, Floor 3		Tampa	FL	33610-9128	
Lloyd's America Inc.,		25 West 53rd Street, 14th Floor		New York	NY	10019,	
Lloyd's America, Inc.	Attn Legal Department	280 Park Avenue, East Tower, 25th Floor		New York	NY	10017	
Lloyd's of London		One Lime Street		London		EC3M 7HA	United Kingdom
Marsh McLennan Agency LLC	Donnie Doan	8144 Walnut Hill Lane	16th Floor	Dallas	TX	75231	
National Union Fire Insurance Company of Pittsburgh, PA	AIG, Financial Lines Claims	PO Box 25947		Shawnee Mission	KS	66225	
National Union Fire Insurance Company of Pittsburgh, PA		1271 Ave of the Americas, FL 37		New York	NY	10020-1304	
National Union Fire Insurance Company of Pittsburgh, PA		600 N. Pearl Street, Suite 700		Dallas	TX	75201	
Navigators Insurance Company	Laura Rauba	Excess Casualty Division	227 West Monroe St, 45th Floor	Chicago	IL	60606	
Ohio Bureau of Workers Compensation		30 West Spring Street		Columbus	OH	43215-2256	
Palomar Excess and Surplus Insurance Company	CRC Group	7557 Rambler Road Suite 300		Dallas	TX	75231	
Risk Specialists Companies Insurance Agency, Inc. d/b/a RSCIA in NH, UT & VT		11250 CORPORATE AVE, SUITE 210		LENEXA	KS	66219	
RT Specialty		180 N. Stetson Avenue, Suite 4600		Chicago	IL	60601	
Selective Ins. Co of New York		PO Box 782747		Philadelphia	PA	19178-2747	
Selective Insurance Company of America		PO Box 782747		Philadelphia	PA	19178-2747	
Selective Insurance Company of the Southeast		PO Box 782747		Philadelphia	PA	19178-2747	
Sompo International	US Commercial Management Liability	633 West 5th Street, Suite 5100		Los Angeles	CA	90071	
State of Washington Department of Labor & Industries		7273 Linderson Way SW		Tumwater	WA	98501-5414	
Syndicate 3623 at Lloyds	Danny O'Sullivan	Beazley Group	2101 CityWest Blvd	Houston	TX	77042	
The Continental Insurance Company		151 N Franklin Street, Floor 9		Chicago	IL	60606	

**Insurance Service List
 Served via First Class Mail**

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Country
Travelers Casualty and Surety Company of America		One Tower Square, H.O. Bond, CR04		HARTFORD	CT	06183	
Travelers Property Casualty Company of America	Travelers, Enterprise Development	One Tower Square		Hartford	CT	06183	
Woodruff Sawyer & Co., Inc		PO Box 45057		San Francisco	CA	94145-9950	
Woodruff Sawyer & Co., Inc		2 Park Plaza Suite 500		Irvine	CA	92614	
XL Insurance America, Inc.	Attn: Kyle Marti	14643 Dallas Parkway, Suite 770		Dallas	TX	75254	

Exhibit K

**Taxing Authorities Service List
 Served via First Class Mail**

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Alabama Department of Revenue		PO Box 327790		Montgomery	AL	36132
Alaska Remote Seller Sales Tax Commission		1 Sealaska Plaza Suite 200		Juneau	AK	99801
Anne Arundel County Government		PO Box 427		Annapolis	MD	21404
Arizona Department of Revenue		1600 W. Monroe		Phoenix	AZ	85007
Arkansas Department of Finance and Admin		PO Box 1272		Little Rock	AR	72203-1272
Arkansas Secretary of State		1401 West Capitol Suite 250		Little Rock	AR	72201
Arlington County Treasurer's Office		2100 Clarendon Boulevard, Suite 201		Arlington	VA	22201
Bernalillo County Treasurer		PO Box 27800		Albuquerque	NM	87125-7800
Beth Ford, Pima County Treasurer		PO Box 29011		Phoenix	AZ	85038
Bexar County		PO Box 2903		San Antonio	TX	78299-2903
Borough of Paramus		1 Jockish Square		Paramus	NJ	07652
Broward County, Florida		115 S. Andrews Avenue Room A-100		Fort Lauderdale	FL	33301
CA State Board of Equilization		P.O. Box 942857		Sacramento	CA	94257-0531
Ca. Franchise Tax Board		P.O. Box 942857		Sacramento	CA	94257-0531
Ca. State Board Of Equalization		State Board of Equalization PO Box 94287		Sacramento	CA	94279-6299
City of Albuquerque		P.O. Box 25700		Albuquerque	NM	87125-5700
City of Alpharetta		P.O. Box 349		Alpharetta	GA	30009-0349
City of Atlanta		Po Box 105288		Atlanta	GA	30348-5288
City of Bellevue		P.O. Box 90012		Bellevue	WA	98009-9012
City of Brentwood		2348 S. Brentwood Blvd		Brentwood	MO	63144
City of Centennial		PO Box 17383		Denver	CO	80217
City Of Costa Mesa		77 Fair Drive, 1st Floor		Costa Mesa	CA	92626
City of Cranston		869 Park Ave		Cranston	RI	02910
City of Dunwoody		P.O. Box 888074		Dunwoody	GA	30356
City of El Segundo		350 Main Street		El Segundo	CA	90245
City of Germantown		PO Box 5171		Memphis	TN	38101
City of Glendale		950 South Birch Street		Glendale	CO	80246-2599
City Of Glendale (AZ)		5850 West Glendale Avenue		Glendale	AZ	85301
City of Hallandale Beach		400 S Federal Highway		Hallandale Beach	FL	33009-6433
City of Little Rock		500 West Markham Street Suite 100		Little Rock	AR	72201-1497
City of Lone Tree		9220 Kimmer Dr, Suite 100		Lone Tree	CO	80124
City of Longmont		350 Kimbark Street		Longmont	CO	80501
City of Los Angeles, The		201 N. Figueroa		Los Angeles	CA	90012
City of Newton		P.O. Box 9137		Newton	MA	02460-9137
City of Novi		PO BOX 33321		Detroit	MI	48232-5321

**Taxing Authorities Service List
 Served via First Class Mail**

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
City of Orlando		400 S. Orange Avenue		Orlando	FL	32801
City of Oxnard		214 South C St.		Oxnard	CA	93030
City of Palm Beach Gardens		10500 N. Military Trail		Palm Beach Gardens	FL	33410
City of Palo Alto		275 Forest Ave		Palo Alto	CA	94301
City of Peabody		6 Allens Lane		Peabody	MA	01960
City of San Jose		801 N. 1st St. #217		San Jose	CA	95110
City of San Mateo, CA		330 W 20th Ave		San Mateo	CA	94403
City of Tampa		PO Box 2200		Tampa	FL	33601-2200
City of Thousand Oaks		2100 Thousand Oaks Blvd.		Thousand Oaks	CA	91362
City of Troy		500 West Big Beaver Road		Troy	MI	48084
City of Tualatin		18880 SW Martinazzi Avenue		Tualatin	OR	97062
City of Tucson		255 W. Alameda		Tucson	AZ	85701
City of Tukwila		6200 Southcenter Blvd		Tukwila	WA	98188-2544
City of Walnut Creek		1666 North Main Street		Walnut Creek	CA	94596
City of Wauwatosa		7725 W. North Ave		Wauwatosa	WI	53213
City of White Plains		255 Main Street		White Plains	NY	10601
City Treasurer-San Diego		1222 First Ave., Ms-301,		San Diego	CA	92101
Clark County		500 S. Grand Central Pkwy		Las Vegas	NV	89106
Clark County Assessor		PO Box 551401		Las Vegas	NV	89155-1401
Clear Creek I.S.D. Tax Office		P.O. Box 799		Leauge City	TX	77574
Clerk of Circuit Court		50 Maryland Avenue, Room 1300		Rockville	MD	20850
Clerk of the Court		50 Maryland Ave., Room 111		Rockville	MD	20850
Collin Country, Tax Assessor Collector (McKinney)		P.O. Box 8046		Mckinney	TX	75070-8046
Colorado Department Of Revenue		PO Box 17087		Denver	CO	80217-0087
Commonwealth of Massachusetts		PO Box 7046		Boston	MA	02204
Connecticut Dept. of Revenue		450 Columbus Blvd. Suite 1		Hartford	CT	06103
Contra Costa County Tax Collector		P.O. Box 631		Martinez	CA	94553
County Of Fairfax		P.O. Box 10203		Fairfax	VA	22035-0203
County of Henrico		P.O. Box 90775		Henrico	VA	23273
County of Nassau		240 Old Country Road		Mineola	NY	11501-4255
County of Palm Beach		PO Box 3353		West Palm Beach	FL	33402-3353
Cypress-Fairbanks ISD		P.O. Box 692003		Houston	TX	77269-2003
Davidson County, Metropolitan Trustee (Nashville)		PO Box 196358		Nashville	TN	37219
DC Treasurer/DC Office of Tax and Revenue		PO Box 679		Washington	DC	20044-0679
DeKalb County Tax Commissioner		P.O. Box 100004		Decatur	GA	30031-7004

**Taxing Authorities Service List
 Served via First Class Mail**

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Delaware Division of Revenue		P.O. Box 8750		Wilmington	DE	19899
Douglas County Treasurer (NE)		1819 Farnam Street H03		Omaha	NE	68183
DPH/Weights and Measures		1390 Market Street Suite 210		San Francisco	CA	94102
DSHS Hazardous Consumer Products Permits		Texas DSHS	PO Box 149347	Austin	TX	78714
El Paso County		P.O. Box 2018		Colorado Springs	CO	80901
Florida Department of Revenue		5050 W. Tennessee Street		Tallahassee	FL	32399-0135
Fulton County Tax Commissioner		P.O. Box 105052		Atlanta	GA	30348-5052
Georgia-Department of Revenue		P.O. Box 740398		Atlanta	GA	30374-0398
Government of the District of Columbia		P.O. Box 679		Washington	DC	20044-0679
Harford County		PO Box 64069		Baltimore	MD	21264
Harris County WCID #116		P.O. Box 73109		Houston	TX	77273-3109
Harris County, Tax Assessor-Collector (Houston)		P O Box 73109		Houston	TX	77273
Hawaii Department of Taxation		P.O. Box 1425		Honolulu	HI	96806
Hillsborough County Tax Collector		PO Box 30012		Tampa	FL	33630-3012
Idaho State Tax Commission		PO Box 76		Boise	ID	83707
Illinois Dept. Of Revenue		P.O. Box 19032		Springfield	IL	62794-9032
Illinois Secretary of State		Corp. F no. 5737-062-9		Springfield	IL	62756
Indiana Department of Revenue		PO Box 7218		Indianapolis	IN	46207-7218
Indiana Secretary of State		302 W. Washington Street Room E018		Indianapolis	IN	46204
Iowa Dept. of Revenue		P.O. Box 10412		Des Moines	IA	50306-0412
John R. Ames, Dallas County Tax Assessor-Collector		P.O. Box 139033		Dallas	TX	75313-9033
Kansas Department of Revenue		915 SW Harrison Street		Topeka	KS	66612-1588
Kansas Secretary of State		120 S.W. 10th Avenue		Topeka	KS	66612
Kentucky State Treasurer		501 High Street		Frankfort	KY	40601
King County Treasury		500 4th Ave #600		Seattle	WA	98104-2340
Los Angeles County Tax Collector		P.O. Box 54027		Los Angeles	CA	90054-0027
Louisiana Department of Revenue		PO Box 3138		Baton Rouge	LA	70821
Maine State Treasurer		PO Box 1065		Augusta	ME	04332
Maricopa County Treasurer		PO Box 52133		Phoenix	AZ	85072-2133
Marin County Tax Collector		PO Box 4220 Rm. 202		San Rafael	CA	94913-4220
Marion County Treasurer		PO Box 6145		Indianapolis	IN	46206-6145
Maryland Comptroller/Treasury		PO Box 8888		Anapolis	MD	21401-8888
Massachusetts Department of Revenue	Bankruptcy Unit	PO Box 7090		Boston	MA	02204-7090
Massachusetts Department of Revenue		PO Box 7000		Boston	MA	02204
Mecklenburg County Tax Collector		PO Box 71063		Charlotte	NC	28272-1063
Miami Dade County Tax Collector		140 W Flagler St 14th Floor		Miami	FL	33130-1573

**Taxing Authorities Service List
 Served via First Class Mail**

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Michigan Dept. of Treasury		P.O. Box 30324		Lansing	MI	48909-7824
Minnesota Department of Revenue		85 7th Place East, Suite 500		St. Paul	MN	55101-2198
Mississippi Department of Revenue		PO Box 960		Jackson	MS	39205
Missouri Department of Revenue		P.O. Box 3365		Jefferson City	MO	65105-3365
Missouri Director of Revenue		P.O. Box 3360		Jefferson City	MO	65105-3360
Missouri Secretary of State		PO Box 1366		Jefferson City	MO	65102
Montgomery County Maryland		255 N. Washington Street Suite 303		Rockville	MD	20850
Nebraska Dept. of Revenue		P.O. Box 98934		Lincoln	NE	68509-8934
Nevada Department of Taxation		1550 College Pkwy Suite 115		Carson City	NV	89706
New Hampshire Department of Revenue		109 Pleasant Street		Concord	NH	03301
New Mexico Secretary of State		325 Don Gaspar STE 300		Santa Fe	NM	87501
New York City Department of Finance		P.O. Box 5040		Kingston	NY	12402-5040
New York State Corporation Tax		P. O. Box 1909		Albany	NY	12201-1909
New York State Sales Tax		P.O. Box 1208		New York	NY	10116-1208
NM Taxation and Revenue Department		PO Box 25128		Santa Fe	NM	87504-5128
North Carolina Department of Revenue		PO Box 25000		Raleigh	NC	27640-0700
North Carolina Secretary of State		PO Box 29622		Raleigh	NC	27626-0622
North Dakota State Tax Commissioner		PO Box 5623		Bismarck	ND	58506
North Hills School District Tax Office		135 Sixth Avenue		Pittsburgh	PA	15229
Oklahoma County Treasurer		PO Box 268875		Oklahoma City	OK	73126
Oklahoma Secretary of State		421 N.W. 13th Suite 210		Oklahoma City	OK	73103
Oklahoma Tax Commission		P.O. Box 269045		Oklahoma City	OK	73126
Orange County Tax Collector		P.O. Box 1982		Santa Ana	CA	92702
Orange County, FL Tax Collector		PO Box 545100		Orlando	FL	32854
Oregon Department of Revenue		P.O. 14800		Salem	OR	97309-0920
PA Department of Revenue		Dept 280406		Harrisburg	PA	17128-0406
Regina Morrison Newman, Trustee		PO Box 2751		Memphis	TN	38101
Rhode Island Division of Taxation - Dept #88		PO Box 9702		Providence	RI	02940
Ryan Tax Compliance Services, LLC		13155 Noel Rd STE 100		Dallas	TX	75240
Sacramento County		PO Box 508		Sacramento	CA	95812-0508
San Diego County, Tax Collector		1600 Pacific Highway Room 162		San Diego	CA	92101
San Francisco Tax Collector		P.O. Box 7425		San Francisco	CA	94120-7425
Santa Clara County		1553 Berger Dr. Bldg 1		San Jose	CA	95112
Secretary of State		P.O. Box 1150		Frankfort	KY	40602
South Carolina Dept. of Revenue		300A Outlet Pointe Blvd.		Columbia	SC	29210
South Dakota Department of Revenue		Anderson Building Mail Code 5055	455 E Capitol Avenue	Pierre	SD	57501

**Taxing Authorities Service List
 Served via First Class Mail**

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
St. Louis County Department of Revenue		41 South Central Avenue		St. Louis	MO	63105
State of New Jersey		P.O. Box 595		Newark	NJ	07101-0595
State of Rhode Island		One Capital Hill		Providence	RI	02908-5802
Tax Assessor & Collector / Montgomery County		PO Box 4798		Houston	TX	77210-4798
Tax Collector, Santa Clara County		70 W. Hedding St. East Wing 6th FLR		San Jose	CA	95110-1767
Taxes-Tarrant County (Fort Worth)		P.O. Box 961018		Ft. Worth	TX	76161-0018
Tennessee Department of Revenue		500 Deaderick St	Andrew Jackson Building	Nashville	TN	37242
Tennessee Secretary of State		312 Rosa L. Parks Ave. 6th Floor		Nashville	TN	37243-1102
Texas Comptroller of Public Accounts		111 East 17th Street		Austin	TX	78774-0100
Town of Corte Madera		300 Tamalpais		Corte Madera	CA	94925-1418
Town of Natick		13 East Central Street		Natick	MA	01760
Travis County Tax Collector (Austin)		P.O. Box 970		Austin	TX	78767-0970
Treasurer Arlington County		2100 Clarendon Blvd, #200		Arlington	VA	22201-5403
Treasurer of State of Ohio		30 E Broad St #9		Columbus	OH	43215
United States Treasury		Internal Revenue Service		Ogden	UT	84201-0012
Utah Department of Agriculture & Food		4315 South 2700 West	TSOB South Bldg, Floor 2	Taylorsville	UT	84129
Utah State Tax Commission		210 N 1950 W		Salt Lake City	UT	84134
Ventura County Tax Collector		800 South Victoria Avenue		Ventura	CA	93009
Ventura Department of Weights and Measures		800 South Victoria L#1750		Ventura	CA	93009
Vermont Department of Taxes		PO Box 547		Montpelier	VT	05601
Village of Northbrook		1225 Cedar Lane		Northbrook	IL	60062
Village Of Schaumburg		P.O. Box 5919		Carol Stream	IL	60197-5919
Virginia Department Of Taxation		PO Box 2369		Richmond	VA	23218
Virginia State Corporation Commission		P.O. Box 1880		Richmond	VA	23218-1880
Wake County Revenue Department		PO Box 96084		Charlotte	NC	28296-0084
Washington County		P.O.Box 3587		Portland	OR	97208-3587
Washington State Department of Revenue		P.O. Box 34051		Seattle	WA	98124-1051
Washington State Treasurer		P.O. Box 9048		Olympia	WA	98507-9048
West Virginia State Tax Department		P.O. Box 1826		Charleston	WV	25327-1826
Westchester Co. Dept of Consumer Protection		148 Martine Avenue, Room 407		White Plains	NY	10601-3311
Wisconsin Department of Revenue		P.O. Box 8921		Madison	WI	53708-8921
Wisconsin Dept of Financial Institutions		201 W. Washington Ave		Madison	WI	53703
Woodlands Metro Center MUD		PO Box 7829		The Woodlands	TX	77387-7829
Wyoming Department of Revenue		122 W 25th Street 2W		Cheyenne	WY	82002

Exhibit L

**Securities Service List
Served via Electronic Mail**

CreditorName	Email
ABN AMRO Clearing	caryn.dombrowski@us.abnamroclearing.com
AEIS	penny.l.zalesky@ampf.com
Altruist Financial LLC	corporateactions@altruist.com
Apex Clearing	matthew.freifeld@ridgeclearing.com
Baird Robert W & Co Incorporated	reorg@rwbaird.com
Bank of America	bascorporations@bofasecurities.com
Bank of America	cpactionslitigation@bofa.com
Bank of America	earl.weeks@bofa.com
Barclays Bank PLC	anthony.sciaraffo@barclays.com
Barclays Bank PLC	nyvoluntary@barclays.com
BBS/CDS	info@bbssecurities.com
Bloomberg	release@bloomberg.net
BMO Nesbitt Burns Inc	operationscontrol@bmo.com
BMO Nesbitt Burns Inc.	wmpoclass.actions@bmo.com
BNP Paribas	gc_us_corporate_actions@us.bnpparibas.com
BNP Paribas	us.pb.proxy@us.bnpparibas.com
BNP Paribas NY Branch	pb.mand.corp.actions.dtc@us.bnpparibas.com
BNY Mellon	theresa.stanton@bnymellon.com
BNYMellon/ RE Winterflood Securities	mitchel.sobel@bnymellon.com
Brown Brothers	ca.voluntary@bbh.com
Brown Brothers	nj.mandatory.inbox@bbh.com
Canaccord Capital Corporation	ben.thiessen@canaccord.com
CDS Clearing and Depository Services	nrmd@cds.ca
CDS Clearing and Depository Services	stephen.breaton@americas.ing.com
Cetera Investment Services LLC	dawn.malard@ceterafi.com
Charles Schwab & Co Inc	benjamin.gibson@schwab.com
Charles Schwab & Co Inc	phxmcb@schwab.com
Charles Schwab & Co Inc	schwabvoluntaryreorg@schwab.com
Charles Schwab & Co Inc	voluntarysetup@schwab.com
CIBC World Markets Corp	robert.putnam@us.cibc.com
CIBC World Markets Inc	mailbox.caeventscibc@cibc.ca
Citibank NA	akshay.buxani@citi.com
Citibank NA	gts.caec.tpa@citi.com
Citibank NA	sandra.hernandez@citi.com
Citigroup Global Markets Inc	alex.james.swiderski@citi.com
Citigroup Global Markets Inc	nicholas.szmigel@citi.com
Citigroup Global Markets Inc	primeasnam@citi.com
Clearstream International SA	ca_general.events@clearstream.com
Clearstream International SA	ca_mandatory.events@clearstream.com
Credential Securities	directinvesting@qtrade.ca
Credential Securities	reorg@credential.com
Credit Agricole Secs USA Inc.	csicorpactions@ca-cib.com
Credit Suisse Securities (USA) LLC	asset.servnotification@credit-suisse.com
Credit Suisse Securities (USA) LLC	list.nyeventintgrp@credit-suisse.com
D A Davidson & Co	rlinskey@dadco.com
Desjardins Securities Inc	veronique.lemieux@vmd.desjardins.com
Deutsche Bank AG NY/US Custody	john.binder@db.com
Deutsche Bank Securities Inc	jaxca.notifications@db.com
Edward D Jones & Co	kennique.meals@edwardjones.com
Euroclear Bank S.A./N.V.	ca.omk@euroclear.com
Euroclear Bank S.A./N.V.	eb.ca@euroclear.com

**Securities Service List
Served via Electronic Mail**

CreditorName	Email
Financial Industry Regulatory Authority	otc.bankruptcies@finra.org
Financial Information Inc.	reorgnotificationlist@fiinet.com
Folio FN Investments Inc	proxyservices@foliofn.com
Folio FN Investments Inc	wade.lynch@gs.com
FUTU Clearing	corporateactions@futuclearing.com
Goldman Sachs & Co	gs-as-ny-proxy@gs.com
Goldman Sachs & Co	gs-as-ny-proxy@ny.email.gs.com
Goldman Sachs & Co	newyorkannchub@gs.com
Hilltop Securities	brenda.west@hilltopsecurities.com
Hilltop Securities	virginia.allwardt@hilltopsecurities.com
HSBC Bank USA, NA	custodyus@us.hsbc.com
HSBC Securities & Markets	custodyus@us.hsbc.com
HSBC Securities & Markets	jay.x.spitzer@us.hsbc.com
HSBC Securities & Markets	john.hickey@us.hsbc.com
HSBC Securities & Markets	samantha.wang@us.hsbc.com
HSBC Securities USA Inc	argentina.m.frias@us.hsbc.com
Huntington National Bank	debra.bailey@huntington.com
Interactive Broker Retail Equity Clearing	kmccarthy@interactivebrokers.com
Interactive Brokers	proxy@ibkr.com
J P Morgan Clearing Corp	desiree.avinger-bradley@jpmchase.com
Jefferies	corporate_actions_reorg@jefferies.com
Jefferies	mhardiman@jefferies.com
JMS LLC	reorgcontacts@janney.com
JPMorgan Chase Bank	ibdvr.materials@jpmchase.com
JPMorgan Chase Bank	jpmorganinformation.services@jpmchase.com
JPMorgan Chase Bank	pb.announcement.capture@jpmchase.com
JPMorgan Chase Bank/ JP Morgan Loan	usso.proxy.team@jpmchase.com
JPMorgan Chase Bank/Euroclear	jpmorganinformation.services@jpmorgan.com
JPMorgan Chase Bank/Euroclear	usso.proxy.team@jpmorgan.com
JPMorgan Clearing	ib_domestic_voluntary_corporate_actions@jpmorgan.com
LPL Financial Corporation	christine.stawinsky@lpl.com
LPL Financial Corporation	corporateaction.mailbox@lplfinancial.com
LPL Financial Corporation	jennifer.michalek@lplfinancial.com
Marsco Investment Corporation	mkadison@marsco.com
Mitsubishi UFJ Trust & Banking Corp	corporateactions-dl@us.tr.mufig.jp
Morgan Stanley & Co Inc	anthony.halat@morganstanley.com
Morgan Stanley & Co Inc	anthony.hoe@morganstanley.com
Morgan Stanley & Co Inc	carol.sorhaindo-charlemagne@morganstanley.com
Morgan Stanley & Co Inc	cavsdome@morganstanley.com
Morgan Stanley & Co Inc	david.lai@morganstanley.com
Morgan Stanley & Co Inc	dealsetup@morganstanley.com
Morgan Stanley & Co Inc	im-classact@morganstanley.com
Morgan Stanley & Co Inc	jodancy.mackensy@morganstanley.com
Morgan Stanley & Co Inc	john.dimartinis@morganstanley.com
Morgan Stanley & Co Inc	john.falco@morganstanley.com
Morgan Stanley & Co Inc	proxy.balt@morganstanley.com
Morgan Stanley & Co Inc	raquel.del.monte@morganstanley.com
Morgan Stanley & Co Inc	usproxies@morganstanley.com
Morgan Stanley Smith Barney	john.rogan@morganstanley.com
Morgan Stanley Smith Barney	voluntary.processing@morganstanley.com
National Financial Services	reorganization@fmr.com

**Securities Service List
 Served via Electronic Mail**

CreditorName	Email
NBCN Inc	anna.medeiros@nbcn.ca
Northern Trust Company	cs_notifications@ntrs.com
Northern Trust Company	mec15@ntrs.com
Oppenheimer & Co Inc	reorg@opco.com
Pershing LLC Securities Corporation	pershingproxy@bny.com
Pershing LLC Securities Corporation	pershingproxy@bny.com
Pershing LLC Securities Corporation	sreifer@pershing.com
Pershing LLC Securities Corporation	voluntaryprocessing@pershing.com
Phillip Capital Inc.	securitieslending@phillipcapital.com
PNC Bank NA	caspr@pnc.com
Questrade Inc	kmcquaid@questrade.com
Raymond James & Associates Inc	corporateactions@raymondjames.com
Raymond James & Associates Inc	tracey.goodwin@raymondjames.com
RBC Capital Markets Corporation	mn_reorg_liaison@rbc.com
RBC Capital Markets Corporation	rbcwmreorganization@rbc.com
RBC Capital Markets Corporation	steve.schafer@rbc.com
RBC Dominion Securities Inc	deborah.nicholas@rbc.com
Robinhood Securities LLC	jennifer.ditzel@robinhood.com
Robinhood Securities LLC	proxy@saytechnologies.com
Royal Bank of Canada	donald.garcia@rbc.com
SAFRA SECURITIES LLC	paul.botta@safra.com
Scotia Bank	iss.reorg@scotiabank.com
SEI PV/GWP	jhess@seic.com
SEI PV/GWP	platformca@seic.com
SEI PV/GWP	sptccorporateactions@seic.com
SIS SegalInterSettle AG	ca.notices@six-securities-services.com
Southwest Securities	proxy@swst.com
Southwest Securities	vallwardt@swst.com
SSB IBT BGI	testremera@ibtco.com
State Street Bank and Trust Co	rjray@statestreet.com
State Street Bank and Trust Co	uscaresearch@statestreet.com
Stifel Nicolaus & Co Inc	snipesm@stifel.com
Stockcross Financial Services, Inc	eleanor.pimentel@stockcross.com
StoneX Financial Inc.	dg-clre-org_tenders@stonex.com
StoneX Financial Inc.	kenneth.simpson@intfcstone.com
TD Waterhouse Canada Inc	tdnotice@td.com
The Bank of New York Mellon	justin.whitehouse@bnymellon.com
The Bank of New York Mellon	pgheventcreation@bnymellon.com
The Canadian Depository	sies-cainfo@cds.ca
The Depository Trust Co	cscotto@dtcc.com
The Depository Trust Co	david.boggs@markit.com
The Depository Trust Co	joseph.pozolante@markit.com
The Depository Trust Co	kevin.jefferson@markit.com
The Depository Trust Co	legalandtaxnotices@dtcc.com
The Depository Trust Co	lensnotices@dtcc.com
The Depository Trust Co	mandatoryreorgannouncements@dtcc.com
The Depository Trust Co	mk-corporateactionsannouncements@markit.com
TradeStation Group Inc	ccanning@tradestation.com
UBS AG Stamford Branch/as Custodian	michael.marciano@ubs.com
UBS Financial Services LLC	jane.flood@ubs.com
UBS Financial Services LLC	ol-stamfordcorpactions@ubs.com

**Securities Service List
 Served via Electronic Mail**

CreditorName	Email
UBS Financial Services LLC	ol-wma-ca-proxy@ubs.com
UBS Financial Services LLC	ol-wma-vol-caip@ubs.com
UBS Financial Services LLC	ol-wma-volcorpactions@ubs.com
UBS Financial Services LLC	sh-ca-proxy@ubs.com
UBS Financial Services LLC	sh-proxyvoting@ubs.com
UBS Financial Services LLC	sh-vol-caip-na@ubs.com
UBS Financial Services LLC	sh-wma-caproxyclassactions@ubs.com
UBS Securities LLC	kimberly.breese@ubs.com
UBS Securities LLC	ol-eventmanagement@ubs.com
UBS Securities LLC/Securities Lending	gregory.contaldi@ubs.com
US Bancorp Investments Inc	cherice.tveit@usbank.com
US Bank NA	andy.becker@usbank.com
US Bank NA	trustcorporateactions@usbank.com
Vanguard Marketing Corporation	vbs_corporate_actions@vanguard.com
Velocity Clearing LLC	corporateactions@velocityclearingllc.com
Vision Financial Markets	reorgs@visionfinancialmarkets.com
Vision Financial Markets LLC	amartinez@visionfinancialmarkets.com
WealthSimple Investments Inc.	helen.hsia@shareowner.com
Wedbush Securities Inc	alan.ferreira@wedbush.com
Wells Fargo Advisors	prospectusservicing1@firstclearing.com
Wells Fargo Bank NA/Sig	corporate.actiongroup@wellsfargo.com

Exhibit M

Nominees Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ABN AMRO Clearing	Caryn Dombrowski	175 W Jackson Blvd	Ste 2050		Chicago	IL	60604-2606	
AEIS	Penny Zalesky	2178 Ameriprise Financial Center	Routing S6/2178		Minneapolis	MN	55474	
Alpaca Securities LLC	Proxy Department	42881 Lake Babcock Dr.	Suite 200		Babcock Ranch	FL	33982	
Altruist Financial LLC	Altruist Financial LLC	3030 S. La Cienega			Culver City	CA	90232	
Apex Clearing	Matt Freifeld	1981 Marcus Ave	Ste 100		Lake Success	NY	11042	
Baird Robert W & Co Incorporated	Actions Corporate	777 E Wisconsin Ave			Milwaukee	WI	53202	
Bank of America Merrill Lynch	Earl V. Weeks	C/O Merrill Lynch Corporate Actions	4804 Deer Lake Drive East		Jacksonville	FL	32246	
Barclays Bank PLC	Anthony Sciaraffo	1301 Sixth Avenue			New York	NY	10019	
BBS/CDS	Proxy/Reorg Dept	4100 Yonge St	Ste 507		Toronto	ON	M2P 2B5	Canada
BMO Nesbitt Burns Inc	Louise Torangeau	1 First Canadian Place 13th Fl	PO Box 150		Toronto	ON	M5X 1H3	Canada
BNP Paribas NY Branch	Richard Wenskoski	735 Chesterbrook Blvd.			Wayne	PA	19087	
BNP Paribas NY Branch BNP PAR	Asset Services	525 Washington Blvd	7th Floor		Jersey City	NJ	07310	
BNY Mellon	Enis Suljic	One BNY Mellon Center	500 Grant Street		Pittsburgh	PA	15281-0001	
BNYMellon/ RE Winterflood Securities	Mitchel Sobel	401 South Salina Street	2nd Floor		Syracuse	NY	13202	
BOFA Securities Inc	Earl V. Weeks	C/O Merrill Lynch Corporate Actions	4804 Deer Lake Drive East		Jacksonville	FL	32246	
BOFA Securities Inc.	Earl V. Weeks	C/O Merrill Lynch Corporate Actions	4804 Deer Lake Drive East		Jacksonville	FL	32246	
Brown Brothers Harriman & Co	Jerry Travers	525 Washington Blvd	Newport Towers		Jersey City	NJ	07310	
Canaccord Capital Corporation	Ben Thiessen	2200-609 Granville St			Vancouver	BC	V7Y 1H2	Canada
CDS Clearing and Depository Services	Loretta Verelli	600 Boul. de Maisonneuve	LLC/ Internatioouest	Bureau 210	Montreal	QC	H3A 3J2	Canada
Cetera Investment Services LLC	Dawn Mallard	400 First Street South	Ste 300		St Cloud	MN	56301	
Charles Schwab & Co Inc	Benjamin Gibson	2423 E Lincoln Dr	Corp Actions Dept 01-1B572		Phoenix	AZ	85016	
CIBC World Markets Corp	Robert J Putnam	425 Lexington Ave	5th Fl		New York	NY	10017	
CIBC World Markets Inc	Roderick Roopsingh	22 Front St West			Toronto	ON	M5J 2W5	Canada
Citibank NA	Sandra Hernandez	3800 Citibank Center B3 12			Tampa	FL	33610	
Citigroup Global Markets Inc	Charles Fernandes	388 Greenwich Street	11th Floor		New York	NY	10013	
Credential Securities	Proxy Department	1111 Georgia St W	Suite 800		Vancouver	BC	V6E 4T6	Canada
CREST International Nominees Limited	Nathan Ashworth	33 Cannon St			London		EC4M 5SB	United Kingdom
D A Davidson & Co	Rita Linskey	8 Third Street North			Great Falls	MT	59401	
Desjardins Securities Inc	Veronique Lemieux	1060 University Street	Suite 101		Montreal	PQ	H5B 5L7	Canada
Deutsche Bank AG NY/US Custody	John Binder	Harborside Financial Center	100 Plaza One, 2nd Floor	Corporate Actions Dept	Jersey City	NJ	07311-3988	
Drivewealth LLC	Drivewealth LLC	15 Exchange Place			Jersey City	NJ	07302	
Edward D Jones & Co	Kennique Meals	12555 Manchester Rd	Corp Actions Dept		St Louis	MO	63131	
ETC Brokerage Services	ETC Brokerage Services	1 Equity Way			Westlake	OH	44145	
Folio FN Investments Inc	Ashley Theobald	8180 Greensboro Dr	8th Fl		McLean	VA	22102	
FUTU Clearing	Colette Rex	12750 Merit Dr	Ste 475		Dallas	TX	75251	
Goldman Sachs & Co	Proxy Department	30 Hudson St			Jersey City	NJ	07302-4699	
Goldman Sachs International	Vanessa Camardo	30 Hudson St			Jersey City	NJ	07302-4699	
Hilltop Securities	Virginia Allwardt	1201 Elm St	Ste 3700		Dallas	TX	75270	
HSBC Bank USA, NA	Joseph Telewiak	545 Washington Blvd			Jersey City	NJ	07310	
HSBC Securities USA Inc	Argentina M. Frias	452 5th Ave			New York	NY	10018	
Huntington National Bank	Debra Bailey	Easton Oval	EA4E69		Columbus	OH	43219	
Interactive Broker Retail Equity Clearing	Karin McCarthy	2 Pickwick Plz	2nd Fl		Greenwich	CT	06830	

Nominees Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
J P Morgan Clearing Corp	Desiree Avinger-Bradley	4 Chase Metrotech Center	3rd Floor		Brooklyn	NY	11245	
JMS LLC	Milka Cerda	1717 Arch St	Dividend/Reorg Dept 16th Fl		Philadelphia	PA	19103	
JPMorgan Chase Bank NA	Proxy Department	14201 Dallas Parkway			Dallas	TX	75254	
JPMorgan Chase Bank/ JP Morgan Loan	Proxy	4 Chase Metrotech Center			Brooklyn	NY	11245	
JPMorgan Chase Bank/Euroclear	Announcement Team	500 Stanton Christiana Road	OPS 4	Floor 2	Newark	DE	19713-2107	
LPL Financial Corporation	Christine Stawinsky	Corporate Actions	1055 LPL Financial Way		Fort Mill	SC	29715	
M1 Finance LLC	M1 Finance LLC	200 N La Salle St	Suite 800		Chicago	IL	60601	
Marsco Investment Corporation	Karen Jacobsen	101 Eisenhower Pkwy			Roseland	NJ	07068-0000	
Merrill Lynch, Pierce, Fenner & Smith	Earl Weeks	4804 Deerlake Dr. East			Jacksonville	FL	32246	
Morgan Stanley & Co Inc	Anthony Hoe	One New York Plaza	6th Fl		New York	NY	10004	
Morgan Stanley Smith Barney	John Rogan	Corporate Actions Dept	One New York Plaza		New York	NY	10004	
National Financial Services	Lou Trezza	200 Liberty St			New York	NY	10281	
NBCN Inc	Anna Medeiros	1010 de la Gauchetiere			Montreal	BC	H3B 5J2	Canada
Northern Trust Co	Stella Castaneda	801 S Canal St	Attn Capital Structures C1N		Chicago	IL	60607	
Oppenheimer & Co Inc	Oscar Mazario	125 Broad St	15th Fl		New York	NY	10004	
Pershing LLC Securities Corporation	Scott Reifer	1 Pershing Plaza			Jersey City	NJ	07399-0000	
Phillip Capital Inc.	Bill Webber	141 W Jackson Blvd	Ste 1531A		Chicago	IL	60604-3121	
Questrade Inc	Questrade Inc	5700 Yonge St			North York	ON	M2M 4K2	Canada
Raymond James & Associates Inc	Tracey Goodwin	880 Carillion Pkwy			St Petersburg	FL	33733	
RBC Capital Markets Corporation	Steve Schafer Jr	60 South Sixth St	9th Fl		Minneapolis	MN	55402-4400	
RBC Dominion Securities Inc	Shareholder Services	180 Wellington Street West	9th Floor		Toronto	ON	M5J 0C2	Canada
Robinhood Securities LLC	Dawn Pagliaro	500 Colonial Center Parkway, #100			Lake Mary	FL	32746	
RQD Clearing LLC	Proxy Department	1 World Trade Center	#47m		New York	NY	10007	
SAFRA SECURITIES LLC	Noah Ramos	545 5th Avenue			New York	NY	10036	
Scotia Capital Inc	Normita Ramirez	40 King St West	23rd Fl		Toronto	ON	M5H 1H1	Canada
SEI PV/GWP	Jeff Hess	One Freedom Valley Drive			Oaks	PA	19456	
SG AMERICA	Charles Hughes	480 Washington Blvd			Jersey City	NJ	07310	
SSB IBT BGI	Trina Estremera	Corp Actions JAB5E	1776 Heritage Dr		North Quincy	MA	02171-0000	
State Street Bank and Trust Co	Corporate Action	Corp Actions JAB5E	1776 Heritage Dr		North Quincy	MA	02171-0000	
Stifel Nicolaus & Co Inc	Michelle Snipes	501 N Broadway	7th Fl		St. Louis	MO	63102	
Stockcross Financial Services, Inc	Eleanor Pimentel	77 Summer St	3rd Fl		Boston	MA	02210-0000	
StoneX Financial Inc.	Ken Simpson	Two Perimeter Park S	Ste 100W		Birmingham	AL	35243	
TD Waterhouse Canada Inc	Beverly Adams	60 North Windplace			Scarborough	ON	M1S 3A7	Canada
TradeStation Group Inc	Cindy Canning	8050 SW 10th St	Ste 2000		Plantation	FL	33324	
UBS AG Stamford Branch/as Custodian	Michael Marciano	480 Washington Blvd			Jersey City	NJ	07310-0000	
UBS Financial Services LLC	Jane Flood	1000 Harbor Blvd			Weehawken	NJ	07086-0000	
UBS Securities LLC/Securities Lending	Gregory Contaldi	480 Washington Blvd			Jersey City	NJ	07310-0000	
US Bancorp Investments Inc	Cherice Tveit	60 Livingston Ave	EP MN WN1B		St Paul	MN	55107-1419	
US Bank NA	Andy Becker	1555 N Rivercenter Dr Ste 302	Attn Securities Control		Milwaukee	WI	53212	
Vanguard Marketing Corporation	Corporate Actions	455 Devon Park Dr	Attn Corporate Actions	Mailstop 924	Wayne	PA	19087-1815	
Velocity Clearing LLC	Paul Fioribello	1301 Route 36	Suite 109		Hazlet	NJ	07730	
Vision Financial Markets LLC	Anna Martinez	120 Long Ride Road 3			North Stamford	CT	06902	
WealthSimple Investments Inc.	WealthSimple Investments Inc.	80 Spadina Avenue	4th Floor		Toronto	ON	M5V 2J4	Canada
Wedbush Morgan Securities Inc	Alan Ferreira	PO Box 30014			Los Angeles	CA	90030	
Wedbush Securities Inc	Alan Ferreira	1000 Wilshire Blvd	Ste 850		Los Angeles	CA	90017	
Wells Fargo Advisors	ATTN: Proxy Department	One North Jefferson Avenue			St Louis	MO	63103	
Wells Fargo Bank NA/Sig	Robert Matera	1525 West WT Harris Blvd			Charlotte	NC	28262	

Exhibit N

**Substantial Holders Service List
 Served via First Class Mail**

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Amit Agarwal		Address on File						
Dimensional Fund Advisors LP		Address on File						
Glendon Capital Management L.P.		Address on File						
Glendon Opportunities Fund II, L.P.	Walkers Corporate Limited	Address on File						
Matthew Barrett		Address on File						

Exhibit O

Registered Holders Service List
 Served via First Class Mail

CreditorName	Address1	Address2	Address3	City	State	Zip
AARON FANNING	ADDRESS ON FILE					
ABRAHAM OHAYON	ADDRESS ON FILE					
ADDISON W PRICE	ADDRESS ON FILE					
ADOLFO AMEZCUA	ADDRESS ON FILE					
AJA YAMAGATA	ADDRESS ON FILE					
ALEXANDER COLLIER	ADDRESS ON FILE					
ALEXANDER REGALA	ADDRESS ON FILE					
ALIA MARIE LADAK	ADDRESS ON FILE					
AMANDA V JONES	ADDRESS ON FILE					
AMIE MARIE LANE	ADDRESS ON FILE					
AMIR LOVE	ADDRESS ON FILE					
AMY JO GARY	ADDRESS ON FILE					
ANA CRUZ	ADDRESS ON FILE					
ANAND SIVARAJU	ADDRESS ON FILE					
ANDREA FAYE HABER	ADDRESS ON FILE					
ANDREW JONES	ADDRESS ON FILE					
ANGELA SMITH	ADDRESS ON FILE					
ANGELO ROSE SR	ADDRESS ON FILE					
ANN THORNTON	ADDRESS ON FILE					
ANNEMARIE KIS-HORVATH	ADDRESS ON FILE					
ANNISSA HICKS	ADDRESS ON FILE					
BARBARA JANE DISHNER	ADDRESS ON FILE					
BETH GONZALEZ	ADDRESS ON FILE					
BETHENA LINN GONZALEZ	ADDRESS ON FILE					
BLAKE DEADWICK GROUP LLC	ADDRESS ON FILE					
BRANDON DESKE	ADDRESS ON FILE					
BRIDGET ANN RINTYE	ADDRESS ON FILE					
BURT GUERRERI	ADDRESS ON FILE					
CALE MEEKS	ADDRESS ON FILE					
CALLIE MICEK	ADDRESS ON FILE					
CAMILLE LEWIS	ADDRESS ON FILE					
CANDICE BRUMBELOW	ADDRESS ON FILE					
CARA OATES RUMPLIK	ADDRESS ON FILE					
CAROLYN GRIGSBY REGALA	ADDRESS ON FILE					
CAROLYN LOREY	ADDRESS ON FILE					
CAROLYN REGALA	ADDRESS ON FILE					

Registered Holders Service List
 Served via First Class Mail

CreditorName	Address1	Address2	Address3	City	State	Zip
CARRIE ANN ELROD	ADDRESS ON FILE					
CASSANDRA LYN MCGINTY	ADDRESS ON FILE					
CATHERINE FELIZ SERRANO	ADDRESS ON FILE					
CATHERINE KELSO BENDIN	ADDRESS ON FILE					
CATHERINE PRIEST	ADDRESS ON FILE					
CATHY BROOKS-FINE	ADDRESS ON FILE					
CECILIA ROBINSON	ADDRESS ON FILE					
CEDE & CO (FAST ACCOUNT)	ADDRESS ON FILE					
CHARLES ARTHUR HITT	ADDRESS ON FILE					
CHERYL D THOMPSON	ADDRESS ON FILE					
CHERYL IMELDA HAMPTON	ADDRESS ON FILE					
CHERYL PARSONS	ADDRESS ON FILE					
CHET KEIZER	ADDRESS ON FILE					
CHRIS FOTI	ADDRESS ON FILE					
CHRISLIE KNOTT	ADDRESS ON FILE					
CHRISTINE ANN SMITH	ADDRESS ON FILE					
CHRISTOPHER ALAN CRAWFORD	ADDRESS ON FILE					
CHRISTOPHER ROBERT MORGAN	ADDRESS ON FILE					
CHRISTY QUINN	ADDRESS ON FILE					
CLAIRE REBECCA DAVIS	ADDRESS ON FILE					
CLAUD HARDRICK JR	ADDRESS ON FILE					
COURTNEY CUNNINGHAM	ADDRESS ON FILE					
COURTNEY MCELENEY	ADDRESS ON FILE					
CRISTINA LATORRE FERNALD	ADDRESS ON FILE					
CURT HAGGLUND	ADDRESS ON FILE					
CYNTHIA SMITH	ADDRESS ON FILE					
DAN LERMA	ADDRESS ON FILE					
DANA HILL	ADDRESS ON FILE					
DANIELLE DAVILA	ADDRESS ON FILE					
DAVID JAMES JANSSEN	ADDRESS ON FILE					
DAVID LINDGREN	ADDRESS ON FILE					
DAVID RUSSETH	ADDRESS ON FILE					
DAVID SIMENAUER	ADDRESS ON FILE					
DAWNE BROWDER	ADDRESS ON FILE					
DEBBIE CRITES	ADDRESS ON FILE					
DEBBIE LAWRENCE	ADDRESS ON FILE					

Registered Holders Service List
 Served via First Class Mail

CreditorName	Address1	Address2	Address3	City	State	Zip
DEBORAH SHANNON	ADDRESS ON FILE					
DEBORAH VALERIE KING	ADDRESS ON FILE					
DEBRA TAYLOR	ADDRESS ON FILE					
DENISE SUMPTION	ADDRESS ON FILE					
DILIP KRISHNAN	ADDRESS ON FILE					
DONA MITCHAM	ADDRESS ON FILE					
DONA RENA MITCHAM	ADDRESS ON FILE					
DONALD FRIEDRICH	ADDRESS ON FILE					
DONALD LEMMING	ADDRESS ON FILE					
DOROTHY KELLY VRTIS	ADDRESS ON FILE					
DOUGLAS EUGENE BURNS	ADDRESS ON FILE					
ELISABETH A CRUICKSHANK	ADDRESS ON FILE					
ELIZABETH MCGEE	ADDRESS ON FILE					
ELIZABETH MOND	ADDRESS ON FILE					
ERIN PETTY	ADDRESS ON FILE					
EST BARBARA ANN WAGGONER	ADDRESS ON FILE					
ESTAIRE SCHACHTER	ADDRESS ON FILE					
EVELYN DORSEY JOHNSTON	ADDRESS ON FILE					
FERNANDO VELASQUEZ	ADDRESS ON FILE					
FRANKLIN PRESTON TAYLOR JR	ADDRESS ON FILE					
GAIL PLOTKIN	ADDRESS ON FILE					
GARY KEMP	ADDRESS ON FILE					
GIANISE L LEWIS	ADDRESS ON FILE					
GRAHAM SIMS JESSUP	ADDRESS ON FILE					
GREEN EQUITY INVESTORS SIDE V L P	ADDRESS ON FILE					
GREEN EQUITY INVESTORS V L P	ADDRESS ON FILE					
GREG DEATON	ADDRESS ON FILE					
HARDEEP SINGH SAINI	ADDRESS ON FILE					
HEATHER VAUGHN	ADDRESS ON FILE					
HEIDI BARTON	ADDRESS ON FILE					
HOLLY NEVADA KLEEBUA	ADDRESS ON FILE					
IRVING CARPENTER	ADDRESS ON FILE					
ISAAC CHARLES DAIKER	ADDRESS ON FILE					
JACKIE LYNN HARPER	ADDRESS ON FILE					
JACOB REIFF	ADDRESS ON FILE					
JACQUELYN TATE	ADDRESS ON FILE					

Registered Holders Service List
 Served via First Class Mail

CreditorName	Address1	Address2	Address3	City	State	Zip
JAKE JAMES DEMPSEY	ADDRESS ON FILE					
JAMES ANDREWS	ADDRESS ON FILE					
JAMES L EDGAR	ADDRESS ON FILE					
JAMES NICOLETTI	ADDRESS ON FILE					
JAMES PETER MONIODES	ADDRESS ON FILE					
JANET CLINE	ADDRESS ON FILE					
JANET STEFFEN	ADDRESS ON FILE					
JANICE JUSSELL	ADDRESS ON FILE					
JANINE KOSTELNY	ADDRESS ON FILE					
JAY CLARK	ADDRESS ON FILE					
JAY WEHRING	ADDRESS ON FILE					
JEANEEN ARTHUR	ADDRESS ON FILE					
JEFFREY SCOTT JONES	ADDRESS ON FILE					
JENNIFER HANNA-CHAMBERS	ADDRESS ON FILE					
JENNIFER PAVLAKOVICH	ADDRESS ON FILE					
JENNIFER PEREIRA	ADDRESS ON FILE					
JENNIFER VERVAET	ADDRESS ON FILE					
JENNY MANDALA-OROURKE	ADDRESS ON FILE					
JESSICA LYNN ARMSTRONG	ADDRESS ON FILE					
JILL EGNEW	ADDRESS ON FILE					
JILL H BAKER	ADDRESS ON FILE					
JILL MAJERUS	ADDRESS ON FILE					
JINNIFER KOGER	ADDRESS ON FILE					
JOAN M COLES	ADDRESS ON FILE					
JOAN MIHELICH	ADDRESS ON FILE					
JOAN OBLAK	ADDRESS ON FILE					
JODY BARRETT	ADDRESS ON FILE					
JOE FERREIRA	ADDRESS ON FILE					
JOELLE JENSEN HERNANDEZ	ADDRESS ON FILE					
JOHN CALHOUN CONNIFF III	ADDRESS ON FILE					
JOHN CHRISTIAN URBIN	ADDRESS ON FILE					
JOHN SCADDEN	ADDRESS ON FILE					
JOHN SCHROEDER	ADDRESS ON FILE					
JOHN WAYNE MCCASLIN	ADDRESS ON FILE					
JONATHAN LINWOOD SLEEP	ADDRESS ON FILE					
JONATHAN ORLANDO HERNANDEZ	ADDRESS ON FILE					

Registered Holders Service List
 Served via First Class Mail

CreditorName	Address1	Address2	Address3	City	State	Zip
JOYCE SHERMAN	ADDRESS ON FILE					
JUAN SANDOVAL	ADDRESS ON FILE					
JUDITH ZAVASKY	ADDRESS ON FILE					
JULIE ANN DAO	ADDRESS ON FILE					
JULIE LEOPARD	ADDRESS ON FILE					
JUSTIN WAYNE BEESINGER	ADDRESS ON FILE					
KARLA BUIE	ADDRESS ON FILE					
KARYN MAYNARD	ADDRESS ON FILE					
KATHERINE BOREN	ADDRESS ON FILE					
KATHRYN HENDERSON	ADDRESS ON FILE					
KATIE BRADEN	ADDRESS ON FILE					
KELLEY SCHADT	ADDRESS ON FILE					
KELLY RAO-KATHI	ADDRESS ON FILE					
KELLY VRTIS	ADDRESS ON FILE					
KELSEY PING	ADDRESS ON FILE					
KELSEY WESTAWAY	ADDRESS ON FILE					
KEN CARLYLE HICKS	ADDRESS ON FILE					
KEN F CHEZ	ADDRESS ON FILE					
KERI DI VINCENZO	ADDRESS ON FILE					
KEVIN HUTCHINSON	ADDRESS ON FILE					
KEVIN JACKSON	ADDRESS ON FILE					
KEVIN MARLOW	ADDRESS ON FILE					
KIMBERLY PARSONS	ADDRESS ON FILE					
KRISTIN MILLER	ADDRESS ON FILE					
KRISTINA CASSARA	ADDRESS ON FILE					
KYRA COMPINSKY	ADDRESS ON FILE					
LAURA SIMS	ADDRESS ON FILE					
LAURA YUND	ADDRESS ON FILE					
LAUREN BOLIVAR	ADDRESS ON FILE					
LAUREN DUMAS	ADDRESS ON FILE					
LESLY TULLO	ADDRESS ON FILE					
LILLIAN MARTINEZ	ADDRESS ON FILE					
LINDA BOBER	ADDRESS ON FILE					
LINDA CURRIE MILLIS	ADDRESS ON FILE					
LINDA L OBRIEN	ADDRESS ON FILE					
LISA BETH DAVIS-BERMAN	ADDRESS ON FILE					

Registered Holders Service List
 Served via First Class Mail

CreditorName	Address1	Address2	Address3	City	State	Zip
LISA KALB	ADDRESS ON FILE					
LISA MANIOLA	ADDRESS ON FILE					
LISA MOTAMED	ADDRESS ON FILE					
LISA TARDO	ADDRESS ON FILE					
LOLITA TORO	ADDRESS ON FILE					
LOURDES ELIZABETH HERRERA	ADDRESS ON FILE					
LUDMILA SUJANOVA	ADDRESS ON FILE					
LYNNE HAIRSTON	ADDRESS ON FILE					
MANIVONE PHIAVONG	ADDRESS ON FILE					
MARGOT ELYSE BERCY	ADDRESS ON FILE					
MARIA DEAN	ADDRESS ON FILE					
MARIA S HINOJOSA	ADDRESS ON FILE					
MARIA TERESA HITT	ADDRESS ON FILE					
MARIA WILLIAMS	ADDRESS ON FILE					
MARION ENTWISLE	ADDRESS ON FILE					
MARK BEIMFORD	ADDRESS ON FILE					
MARK K OLSON	ADDRESS ON FILE					
MARTHA MOLINE	ADDRESS ON FILE					
MARVIN PRICE	ADDRESS ON FILE					
MARY B DOUGHERTY MELTON	ADDRESS ON FILE					
MARY ELIZABETH COOPER	ADDRESS ON FILE					
MARY FERRANDINO	ADDRESS ON FILE					
MARY JEAN ERACI	ADDRESS ON FILE					
MAUREEN ALEXANDER WRIGHT	ADDRESS ON FILE					
MEGAN AVILA	ADDRESS ON FILE					
MELANIE RAINEY	ADDRESS ON FILE					
MELISSA COLLINS	ADDRESS ON FILE					
MEREDITH KADLEC	ADDRESS ON FILE					
MICHAEL ALLEN NELSON	ADDRESS ON FILE					
MICHAEL ATWELL	ADDRESS ON FILE					
MICHAEL BELL	ADDRESS ON FILE					
MICHAEL BRADLEY TAYLOR	ADDRESS ON FILE					
MICHAEL CORLEY	ADDRESS ON FILE					
MICHAEL EDWARD WITT	ADDRESS ON FILE					
MICHAEL JEFFREY BENARD	ADDRESS ON FILE					
MICHAEL PAUL RUDZKI	ADDRESS ON FILE					

Registered Holders Service List
 Served via First Class Mail

CreditorName	Address1	Address2	Address3	City	State	Zip
MICHELLE GAMBLE	ADDRESS ON FILE					
MICHELLE NEUSTADT KARDON	ADDRESS ON FILE					
MICHELLE OLEJARZ	ADDRESS ON FILE					
MINERVA OJEDA	ADDRESS ON FILE					
MONICA PEARSON	ADDRESS ON FILE					
MS LESLIE ANN RENZULLI	ADDRESS ON FILE					
MS ROBIN RHEA ROBERTS	ADDRESS ON FILE					
MURUGANANDAM SIVARAJU	ADDRESS ON FILE					
NANCY C COTTA	ADDRESS ON FILE					
NANCY DOCKAL	ADDRESS ON FILE					
NANCY DYER	ADDRESS ON FILE					
NATASHA SINGLETON	ADDRESS ON FILE					
NEAL GRAUMANN	ADDRESS ON FILE					
NICOLE HUNTER	ADDRESS ON FILE					
NIKKI BOURLAND	ADDRESS ON FILE					
NORINE RUDOLPH	ADDRESS ON FILE					
OTIS EDWARD FIELDS	ADDRESS ON FILE					
PAMELA BEALL	ADDRESS ON FILE					
PATRICIA LOPEZ	ADDRESS ON FILE					
PATRICIA WILLIAMS	ADDRESS ON FILE					
PAUL R HOLSER JR	ADDRESS ON FILE					
PAUL SARGEANT	ADDRESS ON FILE					
PEGGY LEA HOCK	ADDRESS ON FILE					
PETER JAMES BARTOLO	ADDRESS ON FILE					
RANDI BENNETT	ADDRESS ON FILE					
RANDI MEANS	ADDRESS ON FILE					
REBECCA CUNDIFF	ADDRESS ON FILE					
REBECCA LYNN PARISH	ADDRESS ON FILE					
REGINA C HOWE	ADDRESS ON FILE					
RENEE LANGSTON	ADDRESS ON FILE					
RICHARD JAMES MACRI	ADDRESS ON FILE					
RICHARD PATTEK	ADDRESS ON FILE					
RICK LAFEBRE	ADDRESS ON FILE					
ROBERT SWIFT	ADDRESS ON FILE					
RONALD C SHERRILL JR	ADDRESS ON FILE					
ROSA PEREZ RANERI	ADDRESS ON FILE					

Registered Holders Service List
 Served via First Class Mail

CreditorName	Address1	Address2	Address3	City	State	Zip
ROXANNA LADD	ADDRESS ON FILE					
RYAN SCOTT JOHNSON	ADDRESS ON FILE					
SAMANTHA KATHLEEN COOK	ADDRESS ON FILE					
SAMUEL MONTES	ADDRESS ON FILE					
SANDRA ROSEND	ADDRESS ON FILE					
SANDRA STAGG	ADDRESS ON FILE					
SARAH COONS LINDSAY	ADDRESS ON FILE					
SARAH HRIVNAK	ADDRESS ON FILE					
SARAH WINSTEAD	ADDRESS ON FILE					
SARITA NADER	ADDRESS ON FILE					
SCOTT ALLAN KANAGA	ADDRESS ON FILE					
SCOTT JONES	ADDRESS ON FILE					
SHARI BLAKE	ADDRESS ON FILE					
SHARON DI COSTANZO	ADDRESS ON FILE					
SHARON HOOBLER	ADDRESS ON FILE					
SHAWN WAGGONER	ADDRESS ON FILE					
SHERRA FEENY	ADDRESS ON FILE					
SHERRI MILBURN	ADDRESS ON FILE					
SHERRY DENISE MURPHY	ADDRESS ON FILE					
SHUBHRO SEN	ADDRESS ON FILE					
SI WENG VAN	ADDRESS ON FILE					
SONJYA MCGARITY	ADDRESS ON FILE					
STEPHANIE LYNN BEHASA	ADDRESS ON FILE					
STEPHANIE SEILER	ADDRESS ON FILE					
STEVE CATECHI	ADDRESS ON FILE					
STEVEN CRAIG SMITH	ADDRESS ON FILE					
STEVEN LEADINGHAM	ADDRESS ON FILE					
STUART REIN	ADDRESS ON FILE					
SUSAN CAESAR HANDY	ADDRESS ON FILE					
SYLVIA MARIA PEREZ	ADDRESS ON FILE					
TALIAH MOLINA WALKER	ADDRESS ON FILE					
TALLY LOBDELL	ADDRESS ON FILE					
TCS CO-INVEST LLC	ADDRESS ON FILE					
THE CONTAINER STORE GROUP INC UNVESTED RS AWARD ACCOUNT ATTN JEFFREY A MILLER	ADDRESS ON FILE					

**Registered Holders Service List
 Served via First Class Mail**

CreditorName	Address1	Address2	Address3	City	State	Zip
TERESA GASCOIGNE	ADDRESS ON FILE					
THOMAS MICHAEL WIAN	ADDRESS ON FILE					
TIWANA BENNETT	ADDRESS ON FILE					
TRACI CASTRO	ADDRESS ON FILE					
TRACI HEITZ	ADDRESS ON FILE					
TRACY LEWIS	ADDRESS ON FILE					
TRACY ZANDER	ADDRESS ON FILE					
VALIA KRAKOW	ADDRESS ON FILE					
VANESSA CORNEJO	ADDRESS ON FILE					
VI TRAN	ADDRESS ON FILE					
VICTORIA FAY FAUGHNAN	ADDRESS ON FILE					
VICTORIA WOODS	ADDRESS ON FILE					
VINCENT ODOM FERTITTA	ADDRESS ON FILE					
WALTER KNIGHT III	ADDRESS ON FILE					
WHITNEY DARWIN	ADDRESS ON FILE					
WILLIAM T HAMLEN JR	ADDRESS ON FILE					
YVONNE ALVARADO	ADDRESS ON FILE					
YVONNE GARZA	ADDRESS ON FILE					

Exhibit P

FCC Service List
Served via First Class Mail

CreditorName	CredeitorNoticeName	Address1	City	State	Zip
Federal Communications Commission	Jessica Rosenworcel	45 L St NE	Washington	DC	20554

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

----- x
In re: : Chapter 11
: :
THE CONTAINER STORE GROUP, INC., et al., : Case No. 24-90627 (ARP)
: :
Debtors.¹ : (Jointly Administered)
: :
----- :x

CERTIFICATE OF SERVICE

I, Darlene S. Calderon, depose and say that I am employed by Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”), the claims and noticing agent for the Debtors in the above-captioned case.

On December 24, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the service lists attached hereto as **Exhibit A** and **Exhibit B**; and via First Class Mail upon the service list attached hereto as **Exhibit C**:

- **Notice of (I) Commencement of Chapter 11 Cases, (II) Combined Hearing on Disclosure Statement, Prepackaged Joint Chapter 11 Plan, and Related Matters, (III) Objection Deadlines, and (IV) Summary of Prepackaged Joint Chapter 11 Plan** [Substantially in the form attached as **Exhibit 1** to Docket No. 81]
- **Order Granting Complex Case Treatment** [Docket No. 37]

Furthermore, on December 24, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the service list attached hereto as **Exhibit D**; via Overnight Mail upon service list attached hereto as **Exhibit E** for subsequent distribution to beneficial holders of CUSIP 210751202; and via First Class Mail upon the service list attached hereto as **Exhibit F**:

(Continued on Next Page)

¹ The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

- **Notice of (I) Commencement of Chapter 11 Cases, (II) Combined Hearing on Disclosure Statement, Prepackaged Joint Chapter 11 Plan, and Related Matters, (III) Objection Deadlines, and (IV) Summary of Prepackaged Joint Chapter 11 Plan** [Substantially in the form attached as Exhibit 1 to Docket No. 81]
- **Non-Voting Status Notice** [Substantially in the form attached as Exhibit 3 to Docket No. 81]
- **Release Opt-Out Form for “Street Name” Holders of Interests in Class 8** [Substantially in the form attached as Exhibit 4B to Docket No. 81]

Furthermore, on December 27, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via First Class Mail upon the service list attached hereto as Exhibit G:

- **Notice of (I) Commencement of Chapter 11 Cases, (II) Combined Hearing on Disclosure Statement, Prepackaged Joint Chapter 11 Plan, and Related Matters, (III) Objection Deadlines, and (IV) Summary of Prepackaged Joint Chapter 11 Plan** [Substantially in the form attached as Exhibit 1 to Docket No. 81]
- **Non-Voting Status Notice** [Substantially in the form attached as Exhibit 3 to Docket No. 81]
- **Release Opt-Out Form for Holders of Claims and Interests in Non-Voting Classes** [Substantially in the form attached as Exhibit 4A to Docket No. 81]
- **Order Granting Complex Case Treatment** [Docket No. 37]

Furthermore, on December 27, 2024, at my direction and under my supervision, employees of Verita caused to be served the following documents via First Class Mail upon the service list attached hereto as Exhibit H:

- **Notice of (I) Commencement of Chapter 11 Cases, (II) Combined Hearing on Disclosure Statement, Prepackaged Joint Chapter 11 Plan, and Related Matters, (III) Objection Deadlines, and (IV) Summary of Prepackaged Joint Chapter 11 Plan** [Substantially in the form attached as Exhibit 1 to Docket No. 81]

(Continued on Next Page)

- **Order Granting Complex Case Treatment** [Docket No. 37]

Dated: January 3, 2025

/s/ Darlene S. Calderon

Darlene S. Calderon

Verita

222 N Pacific Coast Highway, Suite 300

El Segundo, CA 90245

Tel. 310.823.9000

Exhibit A

Exhibit A

Master Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Attorney General for the State of Alabama	Alabama Attorney General	Attn Bankruptcy Department	consumerinterest@Alabamaag.gov
Attorney General for the State of Alaska	Alaska Attorney General	Attn Bankruptcy Department	attorney_general@alaska.gov
Top 30 Creditor	Ankura Intermediate Holdings, LP	Keith Jelinek	keith.jelinek@ankura.com
Attorney General for the State of Arizona	Arizona Attorney General - CSS	Attn Bankruptcy Department	BCEIntake@azag.gov
Attorney General for the State of Arkansas	Arkansas Attorney General	Attn Bankruptcy Department	OAG@ArkansasAG.gov
Counsel to Brookfield Properties Retail Inc.	Brookfield Properties Retail Inc., as Agent	Kristen N. Pate	bk@bpretail.com
Attorney General for the State of Colorado	Colorado Attorney General	Attn Bankruptcy Department	attorney_general@coag.gov
Attorney General for the State of Connecticut	Connecticut Attorney General	Attn Bankruptcy Department	attorney_general@ct.gov
Attorney General for the State of Delaware	Delaware Attorney General	Attn Bankruptcy Department	attorney_general@state.de.us
Attorney General for the State of District of Columbia	District of Columbia Attorney General	Attn Bankruptcy Department	oag@dc.gov
Top 30 Creditor	Echo Global Logistics, Inc.	Greg Dugan	gdugan@echo.com
Top 30 Creditor	FC Brands LLC	Matt David	ops@fullcirclehome.com
Top 30 Creditor	Fedex	Chaz Gagne	cgagne@fedex.com
Attorney General for the State of Florida	Florida Attorney General	Attn Bankruptcy Department	citizenservices@myfloridalegal.com; oag.civil.eserve@myfloridalegal.com
Counsel to DIP ABL Loan Agent and Eclipse Business Capital LLC	Frost Brown Todd LLP	Rebecca L. Matthews	rmatthews@fbtlaw.com
Attorney General for the State of Georgia	Georgia Attorney General	Attn Bankruptcy Department	Agcarr@law.ga.gov
Attorney General for the State of Hawaii	Hawaii Attorney General	Attn Bankruptcy Department	hawaiiag@hawaii.gov
Top 30 Creditor	Hulken Inc.	Tanya Hamilton	billing@hulkenbag.com
Attorney General for the State of Idaho	Idaho Attorney General	Attn Bankruptcy Department	bankruptcy@ag.idaho.gov
Attorney General for the State of Illinois	Illinois Attorney General	Attn Bankruptcy Department	bankruptcy_notices@ilag.gov
Top 30 Creditor	Impact Tech, Inc.	Andrew Carvalho	andrew.carvalho@impact.com
Attorney General for the State of Indiana	Indiana Attorney General	Attn Bankruptcy Department	info@atg.in.gov
Top 30 Creditor	Interdesign, Inc.	Ilese Okeefe	andre.burke@idesignlivesimply.com
Top 30 Creditor	Intermetro Industries Corporation	Rob Napkori	rob.naporkori@metro.com
Attorney General for the State of Iowa	Iowa Attorney General	Attn Bankruptcy Department	IDR.Bankruptcy@ag.iowa.gov
Top 30 Creditor	Iris USA, Inc.	Tanya Rocha	tanya.rocha@irisusainc.com
Attorney General for the State of Kentucky	Kentucky Attorney General	Attn Bankruptcy Department	attorney_general@ag.ky.gov
Counsel to PREIT Services, LLC, as agent for Cherry Hill Center, LLC	Kurtzman Steady, LLC	Jeffrey Kurtzman	kurtzman@kurtzmansteady.com
Top 30 Creditor	LC Designs Company Limited	Kevin Pestell	kevinpestell@lc-designs.co.uk
Counsel to Town of Fairview, Tarrant County, and Dallas County	Linebarger Goggan Blair & Sampson, LLP	John Kendrick Turner	dallas.bankruptcy@lgbs.com
Counsel to Montgomery County	Linebarger Goggan Blair & Sampson, LLP	Tara L. Grundemeier	houston_bankruptcy@lgbs.com
Attorney General for the State of Louisiana	Louisiana Attorney General	Attn Bankruptcy Department	Executive@ag.louisiana.gov; ConstituentServices@ag.louisiana.gov
Attorney General for the State of Maine	Maine Attorney General	Attn Bankruptcy Department	attorney_general@maine.gov
Attorney General for the State of Maryland	Maryland Attorney General	Attn Bankruptcy Department	oag@oag.state.md.us
Attorney General for the State of Michigan	Michigan Attorney General	Attn Bankruptcy Department	miag@michigan.gov
Attorney General for the State of Minnesota	Minnesota Attorney General	Attn Bankruptcy Department	ag.replies@ag.state.mn.us
Attorney General for the State of Missouri	Missouri Attorney General	Attn Bankruptcy Department	attorney_general@ago.mo.gov
Attorney General for the State of Montana	Montana Attorney General	Attn Bankruptcy Department	contactocp@mt.gov

Exhibit A

Master Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Attorney General for the State of Nebraska	Nebraska Attorney General	Attn Bankruptcy Department	NEDOJ@nebraska.gov; Ago.info.help@nebraska.gov
Attorney General for the State of Nevada	Nevada Attorney General	Attn Bankruptcy Department	AgInfo@ag.nv.gov
Attorney General for the State of New Hampshire	New Hampshire Attorney General	Attn Bankruptcy Department	attorneygeneral@doj.nh.gov
Attorney General for the State of New Jersey	New Jersey Attorney General	Attn Bankruptcy Department	Heather.Anderson@law.njoag.gov; NJAG.ElectronicService.CivilMatters@law.njoag.gov
Attorney General for the State of New York	New York Attorney General	Attn Bankruptcy Department	Louis.Testa@ag.ny.gov; letitia.james@ag.ny.gov
Attorney General for the State of North Carolina	North Carolina Attorney General	Attn Bankruptcy Department	ncago@ncdoj.gov
Attorney General for the State of North Dakota	North Dakota Attorney General	Attn Bankruptcy Department	ndag@nd.gov
Attorney General for the State of Ohio	Ohio Attorney General	Attn Bankruptcy Department	Kristin.Radwanick@OhioAGO.gov
Attorney General for the State of Oklahoma	Oklahoma Attorney General	Attn Bankruptcy Department	ConsumerProtection@oag.ok.gov
Attorney General for the State of Oregon	Oregon Attorney General	Attn Bankruptcy Department	AttorneyGeneral@doj.state.or.us; Lisa.Udland@doj.state.or.us
Counsel to the Ad Hoc Group of Term Lenders	Paul Hastings LLP	Charles Persons	charlespersons@paulhastings.com
Counsel to the Ad Hoc Group of Term Lenders	Paul Hastings LLP	Isaac Sasson, Jayme Goldstein, William Reily, Leonie Koch	isaacsasson@paulhastings.com; jaymegoldstein@paulhastings.com; williamreily@paulhastings.com; leoniekoch@paulhastings.com
Counsel to the Ad Hoc Group	Paul Hastings LLP	Schlea Thomas	schleathomas@paulhastings.com
Counsel to the Ad Hoc Group of Term Lenders	Paul Hastings LLP	William Reily	williamreily@paulhastings.com
Counsel to the DIP Term Loan Agents	Paul Hastings LLP	Alex Cota, Liz Loonam	lizloonam@paulhastings.com; alexcota@paulhastings.com
Attorney General for the State of Pennsylvania	Pennsylvania Attorney General	Attn Bankruptcy Department	info@attorneygeneral.gov
Top 30 Creditor	PMG Worldwide, LLC	George Popstefanov	george@pmg.com
Top 30 Creditor	Poppin Furniture LLC	Allie Diep	adiiep@poppin.com
Top 30 Creditor	Pura Scents, Inc.	Addison Harris	Addison@pura.com
Top 30 Creditor	R X O Freight Forwarding	Kenneth Burger	kenneth.burger@rxo.com
Attorney General for the State of Rhode Island	Rhode Island Attorney General	Attn Bankruptcy Department	ag@riag.ri.gov
Counsel to DIP ABL Loan Agent and Eclipse Business Capital LLC	Riemer & Braunstein LLP	Donald E. Rothman, Steven E. Fox	drothman@riemerlaw.com; sfox@riemerlaw.com
Top 30 Creditor	Schwarz Paper Company, LLC	Michael Gary	michael.gary@schwarz.com
SEC Regional Office	Securities & Exchange Commission	Fort Worth Regional Office	dfw@sec.gov
SEC Headquarters	Securities & Exchange Commission	Secretary of the Treasury	secbankruptcy@sec.gov
Counsel to Simon Property Group, Inc. and its Related Entities	Simon Property Group, Inc.	Ronald M. Tucker	rtucker@simon.com
Counsel to the Prepetition ABL Facility Agent and Prepetition Agent	Simpson Thacher & Bartlett LLP	Ian Kitts, Sandeep Qusba, Zachary J. Weiner	ian.kitts@stblaw.com; squsba@stblaw.com; zachary.weiner@stblaw.com
Attorney General for the State of South Carolina	South Carolina Attorney General	Attn Bankruptcy Department	bankruptcy@scag.gov
Attorney General for the State of South Dakota	South Dakota Attorney General	Attn Bankruptcy Department	atghelp@state.sd.us
Top 30 Creditor	Steel Technology, LLC dba Hydro Flask	Melissa De Souza Mosela	mmosela@helenoftroy.com
Attorney General for the State of Tennessee	Tennessee Attorney General	Attn Bankruptcy Department	agattorneys@ag.tn.gov
Top 30 Creditor	TEST-RITE INTL CO., LTD.	Carol Yu	am-la-home@testritegroup.com
Texas Attorney General	Texas Attorney General	Attn Bankruptcy Department	bankruptcytax@oag.texas.gov; communications@oag.texas.gov; Robert.robinson@oag.texas.gov
Top 30 Creditor	Transcon Shipping Co., Inc.	Eric Barcomb	erich@transconshipping.com
SDTX - United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas	Civil Process Clerk for the U.S. Attorney's Office	usatxs.atty@usdoj.gov

Exhibit A

Master Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
SDTX - Office of the U.S. Trustee for the Southern District of Texas	US Trustee for the Southern District of Texas (Houston Division)	Ha Nguyen, Vianey Garza	Ha.Nguyen@usdoj.gov; Vianey.Garza@usdoj.gov
Attorney General for the State of Utah	Utah Attorney General	Attn Bankruptcy Department	bankruptcy@agutah.gov
Attorney General for the State of Vermont	Vermont Attorney General	Attn Bankruptcy Department	ago.info@vermont.gov
Attorney General for the State of Virginia	Virginia Attorney General	Attn Bankruptcy Department	mailoag@oag.state.va.us
Attorney General for the State of West Virginia	West Virginia Attorney General	Attn Bankruptcy Department	consumer@wvago.gov
Top 30 Creditor	Whitmor, Inc.	Jerri Perrault	ar@whitmor.com
Attorney General for the State of Wisconsin	Wisconsin Attorney General	Attn Bankruptcy Department	dojbankruptcynoticegroup@doj.state.wi.us
Top 30 Creditor	Wurth Baer Supply Company	Candy Debartolo	candy.debartolo@wurthbsc.com
Attorney General for the State of Wyoming	Wyoming Attorney General	Attn Bankruptcy Department	ag.webmaster@wyo.gov
Top 30 Creditor	XPO Logistics, LLC	Kenneth Burger	kenneth.burger@rxo.com
Top 30 Creditor	York (Asia) Limited	Ivy Peng	ivy.peng@yorkasia.com

Exhibit B

Exhibit B

**Class 3 - Term Loan Claimants
Served via Electronic Mail**

CreditorName	Email
AMERICAN MONEY MANAGEMENT CORPORATION - AMMC CLO 23, LIMITED	Email Address on File
AMERICAN MONEY MANAGEMENT CORPORATION - AMMC CLO 25, LIMITED	Email Address on File
AMERICAN MONEY MANAGEMENT CORPORATION-AMMC CLO 24, LIMITED	Email Address on File
AMERICAN MONEY MANAGEMENT CORPORATION-AMMC CLO 27 LTD	Email Address on File
AMMC CLO 18 LTD	Email Address on File
AMMC CLO 22, LIMITED	Email Address on File
AMMC CLO XI, LIMITED	Email Address on File
ARBOUR LANE CAPITAL MANAGEMENT LP-ALCOF III NUBT, L.P.	Email Address on File
CROSSINGBRIDGE ADVISORS LLC - BRNKR CPTL DSTNS TRS - DSTNS GBL FXD INCM OPRTS FD	Email Address on File
CROSSINGBRIDGE ADVISORS, LLC-CROSSINGBRIDGE RESPONSIBLE CREDIT FND	Email Address on File
CROSSINGBRIDGE ADVISORS, LLC-RIVERPARK STRATEGIC INCOME FND	Email Address on File
CROSSINGBRIDGE LOW DURATION HIGH YIELD FUND	Email Address on File
GC ADVISORS LLC - GEMS 6 SUB 2, LLC	Email Address on File
GC ADVISORS LLC - GEMS 6I SUB 1, L.P.	Email Address on File
GC ADVISORS LLC-GOLUB SAPPHIRE FUND, L.P.	Email Address on File
GC FINANCE OPERATIONS TRUST	Email Address on File
GC PE HOLDINGS LLC-OPAL BSL HOLDINGS 1 LLC	Email Address on File
GLENDON CAPITAL MANAGEMENT LP - GLENDON OPPORTUNITIES FUND II, L.P.	Email Address on File
GLENDON CAPITAL MANAGEMENT LP-GLENDON OPPORTUNITIES FUND III LP	Email Address on File
HPS INVESTMENT PARTNERS, LLC - PARK AVENUE INSTITUTIONAL ADVISERS CLO LTD 2017-1	Email Address on File
HPS INVESTMENT PARTNERS, LLC -PARK AVENUE INSTITUTIONAL ADVISERS CLO LTD 2021-1	Email Address on File
HPS INVESTMENT PARTNERS, LLC-PARK AVENUE INSTITUTIONAL ADVISERS CLO LTD 2016-1	Email Address on File
JPMORGAN BK BRANCH - 0802	Email Address on File
LCM 27 LTD.	Email Address on File
LCM 28 LTD.	Email Address on File
LCM 30 LTD.	Email Address on File
LCM ASSET MANAGEMENT LLC - LCM 26 LTD.	Email Address on File
LCM ASSET MANAGEMENT LLC - LCM 29 LTD.	Email Address on File
LCM ASSET MANAGEMENT LLC - LCM 31 LTD.	Email Address on File
LCM ASSET MANAGEMENT LLC - LCM 32 LTD.	Email Address on File
LCM ASSET MANAGEMENT LLC - LCM 33 LTD.	Email Address on File
LCM ASSET MANAGEMENT LLC - LCM 36 LTD.	Email Address on File
LCM ASSET MANAGEMENT LLC - LCM LOAN INCOME FUND I LTD.	Email Address on File
LCM ASSET MANAGEMENT LLC - LCM XXIV LTD	Email Address on File
LCM ASSET MANAGEMENT LLC-LCM 37 LTD	Email Address on File
LCM EURO II LLC-LCM 39 LTD	Email Address on File
LCM EURO II LLC-LCM 40 LTD	Email Address on File
LCM EURO LLC - LCM 35 LTD.	Email Address on File
LCM EURO LLC-LCM 34, LTD	Email Address on File
LCM EURO LLC-LCM 38 LTD.	Email Address on File

**Class 3 - Term Loan Claimants
 Served via Electronic Mail**

CreditorName	Email
LCM XIII LIMITED PARTNERSHIP	Email Address on File
LCM XIV LIMITED PARTNERSHIP	Email Address on File
LCM XV LIMITED PARTNERSHIP	Email Address on File
LCM XVI LIMITED PARTNERSHIP	Email Address on File
LCM XVII LIMITED PARTNERSHIP	Email Address on File
LCM XVIII LIMITED PARTNERSHIP	Email Address on File
LCM XXII LTD.	Email Address on File
LCM XXIII LTD.	Email Address on File
LCM XXV LTD.	Email Address on File
LOOMIS,SAYLES & CO, L.P.- LOOMIS SAYLES SENIOR FLOATING RATE & FIXED INCOME FUND	Email Address on File
MJX AM - VENTURE 37 CLO, LIMITED.	Email Address on File
MJX AM - VENTURE XXIII CLO LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC - VENTURE 38 CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC - VENTURE 42 CLO LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC - VENTURE 43 CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC - VENTURE XIX CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC-VENTURE 47 CLO, LTD.	Email Address on File
MJX VENTURE HOLDINGS II LP - VENTURE 48 CLO LTD	Email Address on File
MJX VENTURE MANAGEMENT II LLC-VENTURE 46 CLO, LIMITED	Email Address on File
MJX VENTURE MANAGEMENT III LLC - VENTURE 41 CLO, LIMITED	Email Address on File
NASSAU 2018-II LTD.	Email Address on File
NASSAU 2019-I LTD.	Email Address on File
NASSAU 2019-II LTD.	Email Address on File
NASSAU 2021-I LTD.	Email Address on File
NASSAU GLOBAL CREDIT LLC - NASSAU 2017-I LTD	Email Address on File
NASSAU GLOBAL CREDIT LLC - NASSAU 2020-I LTD	Email Address on File
NASSAU GLOBAL CREDIT LLC - NASSAU 2017-II LTD	Email Address on File
NASSAU GLOBAL CREDIT LLC - NASSAU 2018-I LTD	Email Address on File
TIKEHAU STRUCTURED CREDIT MANAGEMENT LLC - TIKEHAU US CLO I LTD	Email Address on File
TIKEHAU STRUCTURED CREDIT MANAGEMENT LLC - TIKEHAU US CLO IV, LTD.	Email Address on File
TIKEHAU STRUCTURED CREDIT MANAGEMENT LLC-TIKEHAU US CLO II LTD	Email Address on File
TIKEHAU STRUCTURED CREDIT MANAGEMENT LLC-TIKEHAU US CLO III LTD	Email Address on File
VENTURE 28A CLO, LIMITED	Email Address on File
VENTURE 31 CLO, LIMITED	Email Address on File
VENTURE 32 CLO, LIMITED	Email Address on File
VENTURE 33 CLO, LIMITED	Email Address on File
VENTURE 34 CLO, LIMITED	Email Address on File
VENTURE 35 CLO, LIMITED	Email Address on File
VENTURE 36 CLO LIMITED	Email Address on File
VENTURE 45 CLO LIMITED	Email Address on File
VENTURE XXIX CLO, LIMITED	Email Address on File
VENTURE XXVI CLO, LIMITED	Email Address on File
VENTURE XXVII CLO, LIMITED	Email Address on File
VENTURE XXVIII CLO LIMITED	Email Address on File
VENTURE XXX CLO, LIMITED	Email Address on File

Class 3 - Term Loan Claimants
Served via Electronic Mail

CreditorName	Email
Z CAPITAL CLO MANAGEMENT, L.L.C. - Z CAPITAL CREDIT PARTNERS CLO 2019-1 LTD.	Email Address on File
Z CAPITAL CREDIT PARTNERS CLO 2018-1 LTD.	Email Address on File
Z CAPITAL GROUP, L.L.C. - Z CAPITAL CREDIT PARTNERS CLO 2021-1 LTD.	Email Address on File
ZAIS CLO 11, LIMITED	Email Address on File
ZAIS CLO 6, LIMITED	Email Address on File
ZAIS CLO 7, LIMITED	Email Address on File
ZAIS LEVERAGED LOAN MASTER MANAGER, LLC - ZAIS CLO 17, LIMITED	Email Address on File

Exhibit C

Exhibit C
Master Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Attorney General for the State of Alabama	Alabama Attorney General	Attn Bankruptcy Department	501 Washington Ave	PO Box 300152		Montgomery	AL	36104-0152	
Attorney General for the State of Alaska	Alaska Attorney General	Attn Bankruptcy Department	1031 West 4th Avenue, Suite 200			Anchorage	AK	99501-1994	
Top 30 Creditor	Ankura Intermediate Holdings, LP	Keith Jelinek	485 Lexington Ave			New York	NY	10017	
Attorney General for the State of Arizona	Arizona Attorney General	Attn Bankruptcy Department	2005 N Central Ave			Phoenix	AZ	85004-2926	
Attorney General for the State of Arizona	Arizona Attorney General - CSS	Attn Bankruptcy Department	PO Box 6123	MD 7611		Phoenix	AZ	85005-6123	
Attorney General for the State of Arkansas	Arkansas Attorney General	Attn Bankruptcy Department	323 Center St. Ste 200			Little Rock	AR	72201-2610	
Counsel to Brookfield Properties Retail Inc.	Brookfield Properties Retail Inc., as Agent	Kristen N. Pate	350 N. Orleans Street, Suite 300			Chicago	IL	60654-1607	
Attorney General for the State of California	California Attorney General	Attn Bankruptcy Department	1300 I St., Ste. 1740			Sacramento	CA	95814-2919	
Attorney General for the State of Colorado	Colorado Attorney General	Attn Bankruptcy Department	Ralph L Carr Colorado Judicial Building	1300 Broadway, 10th Fl		Denver	CO	80203	
Attorney General for the State of Connecticut	Connecticut Attorney General	Attn Bankruptcy Department	165 Capitol Avenue			Hartford	CT	06106	
Attorney General for the State of Delaware	Delaware Attorney General	Attn Bankruptcy Department	Carvel State Office Bldg.	820 N. French St.		Wilmington	DE	19801	
Attorney General for the State of District of Columbia	District of Columbia Attorney General	Attn Bankruptcy Department	400 6th Street NW			Washington	DC	20001	
Top 30 Creditor	DJS International Services, Inc.	Linda Stewart	P.O. Box 612785			DFW Airport	TX	75261	
Top 30 Creditor	Echo Global Logistics, Inc.	Greg Dugan	22168 Network Place			Chicago	IL	60673	
Top 30 Creditor	Evergreen Shipping Agency (America) Corp	Rodney Bledsoe	16000 Dallas Pkwy			Dallas	TX	75248	
Top 30 Creditor	FC Brands LLC	Matt David	131 W. 35th Street	Suite 801		New York	NY	10001	
Top 30 Creditor	Fedex	Chaz Gagne	FedEx Corp	POB 660481		Dallas	TX	75266	
Attorney General for the State of Florida	Florida Attorney General	Attn Bankruptcy Department	PL-01 The Capitol			Tallahassee	FL	32399-1050	
Counsel to DIP ABL Loan Agent and Eclipse Business Capital LLC	Frost Brown Todd LLP	Rebecca L. Matthews	2101 Cedar Springs Road			Dallas	TX	75201	
Attorney General for the State of Georgia	Georgia Attorney General	Attn Bankruptcy Department	40 Capital Square, SW			Atlanta	GA	30334-1300	
Attorney General for the State of Hawaii	Hawaii Attorney General	Attn Bankruptcy Department	425 Queen Street			Honolulu	HI	96813	
Top 30 Creditor	Hulken Inc.	Tanya Hamilton	110 N. Brockway St.			Palatine	IL	60067	
Attorney General for the State of Idaho	Idaho Attorney General	Attn Bankruptcy Department	700 W. Jefferson Street Suite 210	PO Box 83720		Boise	ID	83720-0010	
Attorney General for the State of Illinois	Illinois Attorney General	Attn Bankruptcy Department	James R. Thompson Ctr	100 W. Randolph St.		Chicago	IL	60601	
Top 30 Creditor	Impact Tech, Inc.	Andrew Carvalho	223 E. De La Guerra			Santa Barbara	CA	93101	
Attorney General for the State of Indiana	Indiana Attorney General	Attn Bankruptcy Department	Indiana Govt Center South	302 West Washington St 5th Fl		Indianapolis	IN	46204	
Top 30 Creditor	Interdesign, Inc.	Ilese Okeefe	30725 Solon Industrial Pkwy			Solon	OH	44139	
Top 30 Creditor	Intermetro Industries Corporation	Rob Napkori	651 North Washington St			Wilkes-Barre	PA	18705	
IRS	Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346			Philadelphia	PA	19101-7346	
Attorney General for the State of Iowa	Iowa Attorney General	Attn Bankruptcy Department	Hoover State Office Bldg	1305 E. Walnut Street		Des Moines	IA	50319	
Top 30 Creditor	Iris USA, Inc.	Tanya Rocha	13423 W. Cactus Rd.			Surprise	AZ	85379	

Exhibit C

Master Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Top 30 Creditor	J&O Plastics Inc	Mary Mohler	12475 Sheets Road			Rittman	OH	44270	
Attorney General for the State of Kansas	Kansas Attorney General	Attn Bankruptcy Department	120 SW 10th Ave., 2nd Fl			Topeka	KS	66612-1597	
Attorney General for the State of Kentucky	Kentucky Attorney General	Attn Bankruptcy Department	700 Capitol Avenue	Capitol Building, Suite 118		Frankfort	KY	40601-3449	
Counsel to PREIT Services, LLC, as agent for Cherry Hill Center, LLC	Kurtzman Steady, LLC	Jeffrey Kurtzman	101 N. Washington, Suite 4A			Margate	NJ	08402	
Top 30 Creditor	LC Designs Company Limited	Kevin Pestell	Unit 807 8/F Kwong Loong Tai Building	1016-1018 Tai Nan West Street		Kowloon			Hong Kong
Counsel to Town of Fairview, Tarrant County, and Dallas County	Linebarger Goggan Blair & Sampson, LLP	John Kendrick Turner	3500 Maple Avenue, Suite 800			Dallas	TX	75219	
Counsel to Montgomery County Attorney General for the State of Louisiana	Linebarger Goggan Blair & Sampson, LLP	Tara L. Grundemeier	PO Box 3064			Houston	TX	77253-3064	
Attorney General for the State of Maine	Maine Attorney General	Attn Bankruptcy Department	6 State House Station			Augusta	ME	04333	
Attorney General for the State of Maryland	Maryland Attorney General	Attn Bankruptcy Department	200 St. Paul Place			Baltimore	MD	21202-2202	
Attorney General for the State of Massachusetts	Massachusetts Attorney General	Attn Bankruptcy Department	One Ashburton Place	20th Floor		Boston	MA	02108-1518	
Attorney General for the State of Michigan	Michigan Attorney General	Attn Bankruptcy Department	G. Mennen Williams Building	525 W. Ottawa St.	P.O. Box 30212	Lansing	MI	48909	
Attorney General for the State of Minnesota	Minnesota Attorney General	Attn Bankruptcy Department	445 Minnesota St Suite 1400			St Paul	MN	55101-2131	
Attorney General for the State of Mississippi	Mississippi Attorney General	Attn Bankruptcy Department	Walter Sillers Building	550 High St Ste 1200		Jackson	MS	39201	
Attorney General for the State of Missouri	Missouri Attorney General	Attn Bankruptcy Department	Supreme Court Bldg	207 W. High St.	P.O. Box 899	Jefferson City	MO	65101	
Attorney General for the State of Montana	Montana Attorney General	Attn Bankruptcy Department	Justice Bldg	215 N. Sanders 3rd Fl	PO Box 201401	Helena	MT	59620-1401	
Attorney General for the State of Nebraska	Nebraska Attorney General	Attn Bankruptcy Department	2115 State Capitol	P.O. Box 98920		Lincoln	NE	68509	
Attorney General for the State of Nevada	Nevada Attorney General	Attn Bankruptcy Department	Old Supreme Ct. Bldg.	100 N. Carson St		Carson City	NV	89701	
Attorney General for the State of New Hampshire	New Hampshire Attorney General	Attn Bankruptcy Department	33 Capitol St.			Concord	NH	03301	
Attorney General for the State of New Jersey	New Jersey Attorney General	Attn Bankruptcy Department	Richard J. Hughes Justice Complex	25 Market St	PO Box 080	Trenton	NJ	08625-0080	
Attorney General for the State of New Mexico	New Mexico Attorney General	Attn Bankruptcy Department	408 Galisteo St	Villagra Building		Santa Fe	NM	87501	
Attorney General for the State of New York	New York Attorney General	Attn Bankruptcy Department	Office of the Attorney General	The Capitol, 2nd Fl.		Albany	NY	12224-0341	
Top 30 Creditor	Ningbo Vacane Import & Export Co., LTD.	Amy Zheng	No 132, Chezhan West Road	Huangtang Town, Ninghai		Ningbo		315600	China
Attorney General for the State of North Carolina	North Carolina Attorney General	Attn Bankruptcy Department	9001 Mail Service Center			Raleigh	NC	27699-9001	
Attorney General for the State of North Dakota	North Dakota Attorney General	Attn Bankruptcy Department	600 E. Boulevard Ave.	Dept 125		Bismarck	ND	58505-0040	
Attorney General for the State of Ohio	Ohio Attorney General	Attn Bankruptcy Department	50 E. Broad Street 17th Fl			Columbus	OH	43215	

Exhibit C

Master Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Attorney General for the State of Oklahoma	Oklahoma Attorney General	Attn Bankruptcy Department	313 NE 21st St			Oklahoma City	OK	73105	
Attorney General for the State of Oregon	Oregon Attorney General	Attn Bankruptcy Department	1162 Court St. NE			Salem	OR	97301-4096	
Top 30 Creditor	OXO International, Ltd.	Rebecca Simkins	601 W 26th St	Suite 1050		New York	NY	10001	
Counsel to the Ad Hoc Group of Term Lenders	Paul Hastings LLP	Charles Persons	2001 Ross Avenue, Suite 2700			Dallas	TX	75201	
Counsel to the Ad Hoc Group of Term Lenders	Paul Hastings LLP	Isaac Sasson, Jayme Goldstein, William Reily, Leonie Koch	200 Park Avenue			New York	NY	10166	
Counsel to the Ad Hoc Group	Paul Hastings LLP	Schlea Thomas	600 Travis Street, 58th Floor			Houston	TX	77002	
Counsel to the Ad Hoc Group of Term Lenders	Paul Hastings LLP	William Reily	71 South Wacker Drive			Chicago	IL	60606	
Counsel to the DIP Term Loan Agents	Paul Hastings LLP	Alex Cota, Liz Loonam	200 Park Avenue			New York	NY	10166	
Attorney General for the State of Pennsylvania	Pennsylvania Attorney General	Attn Bankruptcy Department	16th Floor, Strawberry Square			Harrisburg	PA	17120	
Top 30 Creditor	PMG Worldwide, LLC	George Popstefanov	2821 W. 7th Street	Suite 270		Fort Worth	TX	76107	
Top 30 Creditor	Poppin Furniture LLC	Allie Diep	727 Greentree Rd			Los Angeles	CA	90272	
Top 30 Creditor	Pura Scents, Inc.	Addison Harris	2100 Pleasant Grove Blvd.	#600		Pleasant Grove	UT	84062	
Top 30 Creditor	R X O Freight Forwarding	Kenneth Burger	27839 Network Place			Chicago	IL	60673-1278	
Top 30 Creditor	Rashon Hayes	Edwin Aiwazian, Counsel Representation	Lawyers for JUSTICE, PC	410 Arden Ave, Suite 203		Glendale	CA	91203	
Attorney General for the State of Rhode Island	Rhode Island Attorney General	Attn Bankruptcy Department	150 S. Main St.			Providence	RI	02903	
Counsel to DIP ABL Loan Agent and Eclipse Business Capital LLC	Riemer & Braunstein LLP	Donald E. Rothman, Steven E. Fox	Times Square Tower, Suite 2506	Seven Times Square		New York	NY	10036	
Top 30 Creditor	Sapient Corporation	Jorge Badran	40 Water Street			Boston	MA	02109	
Top 30 Creditor	Schwarz Paper Company, LLC	Michael Gary	8338 Austin Ave			Morton Grove	IL	60053	
SEC Regional Office	Securities & Exchange Commission	Fort Worth Regional Office	801 Cherry Street, Suite 1900, Unit 18			Fort Worth	TX	76102	
SEC Headquarters	Securities & Exchange Commission	Secretary of the Treasury	100 F St NE			Washington	DC	20549	
Counsel to Simon Property Group, Inc. and its Related Entities	Simon Property Group, Inc.	Ronald M. Tucker	225 West Washington Street			Indianapolis	IN	46204	
Counsel to the Prepetition ABL Facility Agent and Prepetition Agent	Simpson Thacher & Bartlett LLP	Ian Kitts, Sandeep Qusba, Zachary J. Weiner	425 Lexington Avenue			New York	NY	10017	
Attorney General for the State of South Carolina	South Carolina Attorney General	Attn Bankruptcy Department	P.O. Box 11549			Columbia	SC	29211	
Attorney General for the State of South Dakota	South Dakota Attorney General	Attn Bankruptcy Department	1302 East Highway 14	Suite 1		Pierre	SD	57501-8501	
Top 30 Creditor	Steel Technology, LLC dba Hydro Flask	Melissa De Souza Mosela	561 NW York Dr.			Bend	OR	97703	
Top 30 Creditor	Swift Transportation Services, LLC	Virginia Henkels	P.O. Box 643985			Pittsburgh	PA	15264-3985	
Attorney General for the State of Tennessee	Tennessee Attorney General	Attn Bankruptcy Department	P.O. Box 20207			Nashville	TN	37202-0207	
Top 30 Creditor	TEST-RITE INTL CO., LTD.	Carol Yu	6F, NO.23 Hsin Hu 3rd Road	Nei Hu District		Taipei		114	Taiwan
Texas Attorney General	Texas Attorney General	Attn Bankruptcy Department	300 W. 15th St			Austin	TX	78701	
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts	Attn Bankruptcy Section	Lyndon B Johnson State Office Building	111 East 17th St		Austin	TX	78774	

Exhibit C
Master Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts		PO Box 13528, Capitol Station			Austin	TX	78711-3528	
Top 30 Creditor	Transcon Shipping Co., Inc.	Eric Barcomb	525 S Douglas Street #280			El Segundo	CA	90245	
SDTX - United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas	Civil Process Clerk for the U.S. Attorney's Office	1000 Louisiana	Suite 2300		Houston	TX	77002	
SDTX - Office of the U.S. Trustee for the Southern District of Texas	US Trustee for the Southern District of Texas (Houston Division)	Ha Nguyen, Vianey Garza	515 Rusk Street	Suite 3516		Houston	TX	77002	
Attorney General for the State of Utah	Utah Attorney General	Attn Bankruptcy Department	Utah State Capitol Complex	350 North State Street, Suite 230		Salt Lake City	UT	84114-2320	
Attorney General for the State of Vermont	Vermont Attorney General	Attn Bankruptcy Department	109 State St.			Montpelier	VT	05609-1001	
Attorney General for the State of Virginia	Virginia Attorney General	Attn Bankruptcy Department	202 North Ninth St			Richmond	VA	23219	
Attorney General for the State of Washington	Washington Attorney General	Attn Bankruptcy Department	1125 Washington St SE	PO Box 40100		Olympia	WA	98504-0100	
Attorney General for the State of West Virginia	West Virginia Attorney General	Attn Bankruptcy Department	State Capitol Bldg 1 Rm E-26	1900 Kanawha Blvd., East		Charleston	WV	25305	
Top 30 Creditor	Whitmor, Inc.	Jerri Perrault	P.O. Box 1000/Dept. 109			Memphis	TN	38148	
Attorney General for the State of Wisconsin	Wisconsin Attorney General	Attn Bankruptcy Department	Wisconsin Dept. of Justice	114 East, State Capitol	PO Box 7857	Madison	WI	53707-7857	
Top 30 Creditor	Wurth Baer Supply Company	Candy Debartolo	909 Forest Edge Dr			Vernon Hills	IL	60061	
Attorney General for the State of Wyoming	Wyoming Attorney General	Attn Bankruptcy Department	109 State Capitol			Cheyenne	WY	82002	
Top 30 Creditor	XPO Logistics, LLC	Kenneth Burger	XPO Logistics - Brokerage	27724 Network Place		Chicago	IL	60673	
Top 30 Creditor	York (Asia) Limited	Ivy Peng	5/F Guanghua Group Building	Terra 8th Road, Futian		Shenzhen		518040	China

Exhibit D

Exhibit D

**Securities Service List
Served via Electronic Mail**

CreditorName	Email
ABN AMRO Clearing	caryn.dombrowski@us.abnamroclearing.com
AEIS	penny.l.zalesky@ampf.com
Altruist Financial LLC	corporateactions@altruist.com
Apex Clearing	mandatoryteam@ridgeclearing.com
Apex Clearing	voluntaryteam@ridgeclearing.com
Baird Robert W & Co Incorporated	reorg@rwbaird.com
Bank of America	bascorporatactions@bofasecurities.com
Bank of America	cpactionslitigation@bofa.com
Bank of America	earl.weeks@bofa.com
Barclays	nyvoluntary@barclays.com
Barclays Bank PLC	anthony.sciaraffo@barclays.com
BBS/CDS	info@bbssecurities.com
Bloomberg	release@bloomberg.net
BMO Nesbitt Burns Inc	operationscontrol@bmo.com
BMO Nesbitt Burns Inc.	wmpoclass.actions@bmo.com
BNP Paribas	as.event.set.up.dtc@us.bnpparibas.com
BNP Paribas	gc_us_corporate_actions@us.bnpparibas.com
BNP Paribas	pb.vol.corp.actions.dtc@us.bnpparibas.com
BNP Paribas NY Branch	pb.mand.corp.actions.dtc@us.bnpparibas.com
BNP Paribas NY Branch BNP PAR	us.pb.proxy@us.bnpparibas.com
BNY Mellon	theresa.stanton@bnymellon.com
BNYMellon/ RE Winterflood Securities	mitchel.sobel@bnymellon.com
Broadridge	bbdcorporateactionops@broadridge.com
Brown Brothers Harriman & Co	bbh.ca.response.team@bbh.com
Brown Brothers Harriman & Co	ca.voluntary@bbh.com
Brown Brothers Harriman & Co	nj.mandatory.inbox@bbh.com
Canaccord Capital Corporation	ben.thiessen@canaccord.com
CDS Clearing and Depository Services	mkrnjajic@cds.ca
Cetera Investment Services LLC	dawn.malard@ceterafi.com
Charles Schwab & Co Inc	benjamin.gibson@schwab.com
Charles Schwab & Co Inc	phxmcb@schwab.com
Charles Schwab & Co Inc	schwabvoluntaryreorg@schwab.com
Charles Schwab & Co Inc	voluntarysetup@schwab.com
CIBC World Markets Corp	robert.putnam@us.cibc.com
CIBC World Markets Inc	mailbox.caeventscibc@cibc.ca
Citibank NA	akshay.buxani@citi.com
Citibank NA	gts.caec.tpa@citi.com
Citibank NA	sandra.hernandez@citi.com
Citigroup Global Markets Inc	alex.james.swiderski@citi.com
Citigroup Global Markets Inc	nicholas.szmigel@citi.com
Citigroup Global Markets Inc	primeasnam@citi.com
Clearstream International SA	ca_general.events@clearstream.com
Clearstream International SA	ca_luxembourg@clearstream.com
Clearstream International SA	ca_mandatory.events@clearstream.com
Credential Securities	reorg@aviso.ca
Credential Securities	reorg@credential.com
Credit Agricole Secs USA Inc.	csicorpactions@ca-cib.com
Credit Suisse Securities (USA) LLC	asset.servnotification@credit-suisse.com
Credit Suisse Securities (USA) LLC	list.nyevtintgrp@credit-suisse.com
D A Davidson & Co	rlinskey@dadco.com
Desjardins Securities Inc	veronique.lemieux@vmd.desjardins.com

**Securities Service List
 Served via Electronic Mail**

CreditorName	Email
Deutsche Bank AG NY/US Custody	john.binder@db.com
Deutsche Bank Securities Inc	jaxca.notifications@db.com
Edward D Jones & Co	kennique.meals@edwardjones.com
Euroclear Bank S.A./N.V.	ca.omk@euroclear.com
Euroclear Bank S.A./N.V.	eb.ca@euroclear.com
Financial Industry Regulatory Authority	otc.bankruptcies@finra.org
Financial Information Inc.	reorgnotificationlist@fiinet.com
Folio FN Investments Inc	proxyservices@foliofn.com
Foliofn Investments	wade.lynch@gs.com
FUTU Clearing	corporateactions@futuclearing.com
Goldman Sachs & Co	gs-as-ny-proxy@ny.email.gs.com
Goldman Sachs & Co	gs-as-ny-reorg@ny.email.gs.com
Goldman Sachs & Co	newyorkannchub@gs.com
Goldman Sachs & Co	newyorkreorg@ny.email.gs.com
Goldman Sachs International	newyorkreorg@ny.email.gs.com
Hilltop Securities	brenda.west@hilltopsecurities.com
Hilltop Securities	virginia.allwardt@hilltopsecurities.com
HSBC Bank USA, NA	custodyus@us.hsbc.com
HSBC Securities & Markets	jay.x.spitzer@us.hsbc.com
HSBC Securities & Markets	john.hickey@us.hsbc.com
HSBC Securities & Markets	samantha.wang@us.hsbc.com
HSBC Securities USA Inc	argentina.m.frias@us.hsbc.com
Huntington National Bank	debra.bailey@huntington.com
Interactive Broker Retail Equity Clearing	kmccarthy@interactivebrokers.com
Interactive Brokers	proxy@ibkr.com
J P Morgan Clearing Corp	desiree.avinger-bradley@jpmchase.com
Jefferies	corporate_actions_reorg@jefferies.com
Jefferies	mhardiman@jefferies.com
JMS LLC	reorgcontacts@janney.com
JPMorgan Chase Bank	ibdvr.materials@jpmchase.com
JPMorgan Chase Bank	jpmorganinformation.services@jpmchase.com
JPMorgan Chase Bank	pb.announcement.capture@jpmchase.com
JPMorgan Chase Bank NA	jpm_dallas_voluntary_reorg@jpmchase.com
JPMorgan Chase Bank/ JP Morgan Loan	usso.proxy.team@jpmchase.com
JPMorgan Chase Bank/Euroclear	jpm.brooklyn.voluntary.coacs@jpmorgan.com
JPMorgan Clearing	christine.fahey@jpmorgan.com
JPMorgan Clearing	ib_domestic_voluntary_corporate_actions@jpmorgan.com
JPMorgan Clearing	ibdvr.materials@jpmorgan.com
JPMorgan Clearing	nimeh.barakat@jpmorgan.com
LPL Financial Corporation	christine.stawinsky@lpl.com
LPL Financial Corporation	corporateaction.mailbox@lplfinancial.com
LPL Financial Corporation	jennifer.michalek@lplfinancial.com
Marsco Investment Corporation	mkadison@marsco.com
Mediant Communications	corporateactions@betanxt.com
Mediant Communications	maya.hamdan@betanxt.com
Mediant Communications	michele.kass@betanxt.com
Mediant Communications	noel.seguin@betanxt.com
Mitsubishi UFJ Trust & Banking Corp	corporateactions-dl@us.tr.mufg.jp
Morgan Stanley & Co Inc	anthony.halat@morganstanley.com
Morgan Stanley & Co Inc	anthony.hoe@morganstanley.com
Morgan Stanley & Co Inc	carol.sorhaindo-charlemagne@morganstanley.com

Exhibit D

**Securities Service List
Served via Electronic Mail**

CreditorName	Email
Morgan Stanley & Co Inc	cavsdom@morganstanley.com
Morgan Stanley & Co Inc	david.lai@morganstanley.com
Morgan Stanley & Co Inc	dealsetup@morganstanley.com
Morgan Stanley & Co Inc	im-classact@morganstanley.com
Morgan Stanley & Co Inc	jodancy.mackensy@morganstanley.com
Morgan Stanley & Co Inc	john.dimartinis@morganstanley.com
Morgan Stanley & Co Inc	john.falco@morganstanley.com
Morgan Stanley & Co Inc	proxy.balt@morganstanley.com
Morgan Stanley & Co Inc	raquel.del.monte@morganstanley.com
Morgan Stanley & Co Inc	usproxies@morganstanley.com
Morgan Stanley Smith Barney	john.rogan@morganstanley.com
Morgan Stanley Smith Barney	voluntary_processing@morganstanley.com
National Financial Services	reorganization@fmr.com
NBCN Inc	anna.medeiros@nbcn.ca
NFS LLC	reorgvoluntariesdept@fmr.com
Northern Trust Company	cs_notifications@ntrs.com
Northern Trust Company	mec15@ntrs.com
Oppenheimer & Co Inc	reorg@opco.com
Pershing LLC Securities Corporation	pershingproxy@bny.com
Pershing LLC Securities Corporation	sreifer@pershing.com
Pershing LLC Securities Corporation	voluntaryprocessing@pershing.com
Phillip Capital Inc.	securitieslending@phillipcapital.com
PNC Bank NA	caspr@pnc.com
Questrade Inc	kmcquaid@questrade.com
Raymond James & Associates Inc	corporateactions@raymondjames.com
Raymond James & Associates Inc	tracey.goodwin@raymondjames.com
RBC Capital Markets Corporation	mn_reorg_liaison@rbc.com
RBC Capital Markets Corporation	rbcwmreorganization@rbc.com
RBC Capital Markets Corporation	steve.schafer@rbc.com
RBC Dominion Securities Inc	deborah.nicholas@rbc.com
Robinhood Securities LLC	jennifer.ditzel@robinhood.com
Robinhood Securities LLC	proxy@saytechnologies.com
Royal Bank of Canada	donald.garcia@rbc.com
SAFRA SECURITIES LLC	paul.botta@safra.com
Scotia Bank	iss.reorg@scotiabank.com
SEI PV/GWP	jhess@seic.com
SEI PV/GWP	platformca@seic.com
SEI PV/GWP	sptccorporateactions@seic.com
SIS SegalInterSettle AG	ca.notices@six-securities-services.com
Southwest Securities	proxy@swst.com
Southwest Securities	vallwardt@swst.com
SSB IBT BGI	testremera@ibtco.com
State Street Bank and Trust Co	rjray@statestreet.com
State Street Bank and Trust Co	uscaresearch@statestreet.com
Stifel Nicolaus & Co Inc	snipesm@stifel.com
Stockcross Financial Services, Inc	eleanor.pimentel@stockcross.com
StoneX Financial Inc.	dg-clre-org_tenders@stonex.com
StoneX Financial Inc.	kenneth.simpson@intlfcstone.com
TD Waterhouse Canada Inc	tdnotice@td.com
The Bank of New York Mellon	justin.whitehouse@bnymellon.com
The Bank of New York Mellon	pgheventcreation@bnymellon.com

Exhibit D

**Securities Service List
Served via Electronic Mail**

CreditorName	Email
The Canadian Depository	sies-cainfo@cds.ca
The Depository Trust Co	consentannouncements@dtcc.com
The Depository Trust Co	cscotto@dtcc.com
The Depository Trust Co	david.boggs@markit.com
The Depository Trust Co	joseph.pozolante@markit.com
The Depository Trust Co	kevin.jefferson@markit.com
The Depository Trust Co	legalandtaxnotices@dtcc.com
The Depository Trust Co	lensnotices@dtcc.com
The Depository Trust Co	mandatoryreorgannouncements@dtcc.com
The Depository Trust Co	mk-corporateactionsannouncements@markit.com
The Depository Trust Co	voluntaryreorgannouncements@dtcc.com
TradeStation Group Inc	ccanning@tradestation.com
UBS AG Stamford Branch/as Custodian	michael.marciano@ubs.com
UBS Financial Services LLC	imelda.pabon@ubs.com
UBS Securities LLC	kimberly.breese@ubs.com
UBS Securities LLC	ol-eventmanagement@ubs.com
UBS Securities LLC	ol-stamfordcorpactions@ubs.com
UBS Securities LLC	ol-wma-ca-proxy@ubs.com
UBS Securities LLC	ol-wma-vol-caip@ubs.com
UBS Securities LLC	ol-wma-volcorpactions@ubs.com
UBS Securities LLC	sh-vol-caip-na@ubs.com
UBS Securities LLC	sh-wma-caproxyclassactions@ubs.com
UBS Securities LLC/Securities Lending	gregory.contaldi@ubs.com
US Bancorp Investments Inc	cherice.tveit@usbank.com
US Bank NA	andy.becker@usbank.com
US Bank NA	trustcorporateactions@usbank.com
Vanguard Marketing Corporation	vbs_corporate_actions@vanguard.com
Velocity Clearing LLC	corporateactions@velocityclearingllc.com
Vision Financial Markets	reorgs@visionfinancialmarkets.com
Vision Financial Markets LLC	amartinez@visionfinancialmarkets.com
WealthSimple Investments Inc.	helen.hsia@shareowner.com
Wedbush Securities Inc	alan.ferreira@wedbush.com
Wells Fargo Advisors	corpactionsvoluntary.ops@firstclearing.com
Wells Fargo Advisors	prospectus servicing1@firstclearing.com
Wells Fargo Securities	corporate.actiongroup@wellsfargo.com

Exhibit E

**Nominee Agent Service List
Served via Overnight Mail**

CreditorName	CreditorNoticeName	Address1	City	State	Zip
Broadridge	Reorganization Department	51 Mercedes Way	Edgewood	NY	11717
Mediant Communications	Stephany Hernandez	100 Demarest Dr	Wayne	NJ	07470

Exhibit F

Exhibit F

Nominees Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ABN AMRO Clearing	Caryn Dombrowski	175 W Jackson Blvd	Ste 2050		Chicago	IL	60604-2606	
AEIS	Penny Zalesky	2178 Ameriprise Financial Center	Routing S6/2178		Minneapolis	MN	55474	
Alpaca Securities LLC	Reorg Department	42881 Lake Babcock Dr.	Suite 200		Babcock Ranch	FL	33982	
Altruist Financial LLC	Altruist Financial LLC	3030 S. La Cienega			Culver City	CA	90232	
Apex Clearing	Mandatory & Voluntary Reorg Team	2 Journal Square Plaza	5th Fl		Jersey City	NJ	07306-0000	
Baird Robert W & Co Incorporated	Actions Corporate	777 E Wisconsin Ave			Milwaukee	WI	53202	
Bank of America Merrill Lynch	Earl V. Weeks	C/O Merrill Lynch Corporate Actions	4804 Deer Lake Drive East		Jacksonville	FL	32246	
Barclays Bank PLC	Anthony Sciaraffo	1301 Sixth Avenue			New York	NY	10019	
BBS/CDS	Proxy/Reorg Dept	4100 Yonge St	Ste 507		Toronto	ON	M2P 2B5	Canada
BMO Nesbitt Burns Inc	Louise Torangeau	1 First Canadian Place 13th Fl	PO Box 150		Toronto	ON	M5X 1H3	Canada
BNP Paribas NY Branch	Richard Wenskoski	735 Chesterbrook Blvd.			Wayne	PA	19087	
BNP Paribas NY Branch BNP PAR	Asset Services	525 Washington Blvd	7th Floor		Jersey City	NJ	07310	
BNY Mellon	Enis Suljic	One BNY Mellon Center	500 Grant Street		Pittsburgh	PA	15281-0001	
BNYMellon/ RE Winterflood Securities	Mitchel Sobel	401 South Salina Street	2nd Floor		Syracuse	NY	13202	
BOFA Securities Inc	Earl V. Weeks	C/O Merrill Lynch Corporate Actions	4804 Deer Lake Drive East		Jacksonville	FL	32246	
BOFA Securities Inc.	Earl V. Weeks	C/O Merrill Lynch Corporate Actions	4804 Deer Lake Drive East		Jacksonville	FL	32246	
Brown Brothers Harriman & Co	Shelby Donovan	140 Broadway			New York	NY	10005	
Canaccord Capital Corporation	Ben Thiessen	2200-609 Granville St			Vancouver	BC	V7Y 1H2	Canada
CDS Clearing and Depository Services	Maja Krnjajic	100 Adelaide Street West	Attention: MAJA KRNJAJIC		Toronto	ON	M5H 1S3	Canada
Cetera Investment Services LLC	Dawn Mallard	400 First Street South	Ste 300		St Cloud	MN	56301	
Charles Schwab & Co Inc	Benjamin Gibson	2423 E Lincoln Dr	Corp Actions Dept 01-1B572		Phoenix	AZ	85016	
CIBC World Markets Corp	Robert J Putnam	425 Lexington Ave	5th Fl		New York	NY	10017	
CIBC World Markets Inc	Roderick Roopsingh	22 Front St West			Toronto	ON	M5J 2W5	Canada
Citibank NA	Sandra Hernandez	3800 Citibank Center B3 12			Tampa	FL	33610	
Citigroup Global Markets Inc	Charles Fernandes	388 Greenwich Street	11th Floor		New York	NY	10013	
Credential Securities	Reorg Department	1111 Georgia St W	Suite 800		Vancouver	BC	V6E 4T6	Canada
CREST International Nominees Limited	Nathan Ashworth	33 Cannon St			London		EC4M 5SB	United Kingdom
D A Davidson & Co	Rita Linskey	8 Third Street North			Great Falls	MT	59401	
Desjardins Securities Inc	Veronique Lemieux	1060 University Street	Suite 101		Montreal	PQ	H5B 5L7	Canada
Deutsche Bank AG NY/US Custody	John Binder	Harborside Financial Center	100 Plaza One, 2nd Floor	Corporate Actions Dept	Jersey City	NJ	07311-3988	
Drivewealth LLC	Drivewealth LLC	15 Exchange Place			Jersey City	NJ	07302	
Edward D Jones & Co	Kennique Meals	12555 Manchester Rd	Corp Actions Dept		St Louis	MO	63131	
ETC Brokerage Services	ETC Brokerage Services	1 Equity Way			Westlake	OH	44145	
Folio FN Investments Inc	Ashley Theobald	8180 Greensboro Dr	8th Fl		McLean	VA	22102	
FUTU Clearing	Colette Rex	12750 Merit Dr	Ste 475		Dallas	TX	75251	
Goldman Sachs & Co	Reorg Dept	30 Hudson St			Jersey City	NJ	07302-4699	
Goldman Sachs International	Reorg Dept	30 Hudson St			Jersey City	NJ	07302-4699	
Hilltop Securities	Virginia Allwardt	1201 Elm St	Ste 3700		Dallas	TX	75270	
HSBC Bank USA, NA	Joseph Telewiak	545 Washington Blvd			Jersey City	NJ	07310	
HSBC Securities USA Inc	Argentina M. Frias	452 5th Ave			New York	NY	10018	
Huntington National Bank	Debra Bailey	Easton Oval	EA4E69		Columbus	OH	43219	
Interactive Broker Retail Equity Clearing	Karin McCarthy	2 Pickwick Plz	2nd Fl		Greenwich	CT	06830	
J P Morgan Clearing Corp	Desiree Avinger-Bradley	4 Chase Metrotech Center	3rd Floor		Brooklyn	NY	11245	
JMS LLC	Milka Cerda	1717 Arch St	Dividend/Reorg Dept 16th Fl		Philadelphia	PA	19103	
JPMorgan Chase Bank NA	Reorg Dept	14201 Dallas Parkway			Dallas	TX	75254	
JPMorgan Chase Bank/ JP Morgan Loan	Proxy	4 Chase Metrotech Center			Brooklyn	NY	11245	
JPMorgan Chase Bank/Euroclear	Processing_Instructions Team	500 Stanton Christiana Road	OPS 4	Floor 2	Newark	DE	19713-2107	
LPL Financial Corporation	Christine Stawinsky	Corporate Actions	1055 LPL Financial Way		Fort Mill	SC	29715	
M1 Finance LLC	M1 Finance LLC	200 N La Salle St	Suite 800		Chicago	IL	60601	
Marsco Investment Corporation	Karen Jacobsen	101 Eisenhower Pkwy			Roseland	NJ	07068-0000	
Merrill Lynch, Pierce, Fenner & Smith	Earl Weeks	4804 Deerlake Dr. East			Jacksonville	FL	32246	
Morgan Stanley & Co Inc	Anthony Hoe	One New York Plaza	6th Fl		New York	NY	10004	
Morgan Stanley Smith Barney	John Rogan	Corporate Actions Dept	One New York Plaza		New York	NY	10004	

Exhibit F

Nominees Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
National Financial Services	Lou Trezza	200 Liberty St			New York	NY	10281	
NBCN Inc	Anna Medeiros	1010 de la Gauchetiere			Montreal	BC	H3B 5J2	Canada
Northern Trust Co	Stella Castaneda	801 S Canal St	Attn Capital Structures C1N		Chicago	IL	60607	
Oppenheimer & Co Inc	Oscar Mazario	125 Broad St	15th Fl		New York	NY	10004	
Pershing LLC Securities Corporation	Scott Reifer	1 Pershing Plaza			Jersey City	NJ	07399-0000	
Phillip Capital Inc.	Bill Webber	141 W Jackson Blvd	Ste 1531A		Chicago	IL	60604-3121	
Questrade Inc	Questrade Inc	5700 Yonge St			North York	ON	M2M 44K2	Canada
Raymond James & Associates Inc	Tracey Goodwin	880 Carillion Pkwy			St Petersburg	FL	33733	
RBC Capital Markets Corporation	Steve Schafer Jr	60 South Sixth St	9th Fl		Minneapolis	MN	55402-4400	
RBC Dominion Securities Inc	Shareholder Services	180 Wellington Street West	9th Floor		Toronto	ON	M5J 0C2	Canada
Robinhood Securities LLC	Dawn Pagliaro	500 Colonial Center Parkway, #100			Lake Mary	FL	32746	
RQD Clearing LLC	Proxy Department	1 World Trade Center	#47m		New York	NY	10007	
SAFRA SECURITIES LLC	Noah Ramos	545 5th Avenue			New York	NY	10036	
Scotia Capital Inc	Normita Ramirez	40 King St West	23rd Fl		Toronto	ON	M5H 1H1	Canada
SEI PV/GWP	Jeff Hess	One Freedom Valley Drive			Oaks	PA	19456	
SG AMERICA	Charles Hughes	480 Washington Blvd			Jersey City	NJ	07310	
SSB IBT BGI	Trina Estremera	Corp Actions JAB5E	1776 Heritage Dr		North Quincy	MA	02171-0000	
State Street Bank and Trust Co	Corporate Action	Corp Actions JAB5E	1776 Heritage Dr		North Quincy	MA	02171-0000	
Stifel Nicolaus & Co Inc	Michelle Snipes	501 N Broadway	7th Fl		St. Louis	MO	63102	
Stockcross Financial Services, Inc	Eleanor Pimentel	77 Summer St	3rd Fl		Boston	MA	02210-0000	
StoneX Financial Inc.	Ken Simpson	Two Perimeter Park S	Ste 100W		Birmingham	AL	35243	
TD Waterhouse Canada Inc	Beverly Adams	60 North Windplace			Scarborough	ON	M1S 3A7	Canada
TradeStation Group Inc	Cindy Canning	8050 SW 10th St	Ste 2000		Plantation	FL	33324	
UBS AG Stamford Branch/as Custodian	Michael Marciano	480 Washington Blvd			Jersey City	NJ	07310-0000	
UBS Financial Services LLC	Imelda Pabon	1000 Harbor Blvd			Weehawken	NJ	07086-0000	
UBS Securities LLC/Securities Lending	Gregory Contaldi	480 Washington Blvd			Jersey City	NJ	07310-0000	
US Bancorp Investments Inc	Cherice Tveit	60 Livingston Ave	EP MN WN1B		St Paul	MN	55107-1419	
US Bank NA	Andy Becker	1555 N Rivercenter Dr Ste 302	Attn Securities Control		Milwaukee	WI	53212	
Vanguard Marketing Corporation	Corporate Actions	455 Devon Park Dr	Attn Corporate Actions	Mailstop 924	Wayne	PA	19087-1815	
Velocity Clearing LLC	Paul Fioribello	1301 Route 36	Suite 109		Hazlet	NJ	07730	
Vision Financial Markets LLC	Anna Martinez	120 Long Ride Road 3			North Stamford	CT	06902	
WealthSimple Investments Inc.	WealthSimple Investments Inc.	80 Spadina Avenue	4th Floor		Toronto	ON	M5V 2J4	Canada
Wedbush Morgan Securities Inc	Alan Ferreira	PO Box 30014			Los Angeles	CA	90030	
Wedbush Securities Inc	Alan Ferreira	1000 Wilshire Blvd	Ste 850		Los Angeles	CA	90017	
Wells Fargo Advisors	ATTN: Proxy Department	One North Jefferson Avenue			St Louis	MO	63103	
Wells Fargo Bank NAsig	Robert Matera	1525 West WT Harris Blvd			Charlotte	NC	28262	

Exhibit G

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
1331 Maryland		1331 Maryland Ave SW			Washington	DC	20024	
1-800-GOT-Junk Framingham, MA		77 South St. #C2			Hopkinton	MA	01748	
1-800-GOT-JUNK Oceanside		PO BOX 5323			Oceanside	CA	92052	
1-800-GOT-JUNK? - New Jersey North East		53 Morrison Road			Springfield	NJ	07081	
1-800-GOT-JUNK? Commercial Services USA, LLC		FILE 2429	1801 W. OLYMPIC BLVD		PASADENA	CA	91199	
1-800-GOT-JUNK? Commercial Services USA, LLC		310 Walton Ave	2nd Floor		Bronx	NY	10451	
1-800-GOT-JUNK? Commercial Services USA, LLC		Department 3419	PO Box 123419		Dallas	TX	75312-3419	
1-800-GOT-JUNK? RG Silicon Valley LLC dba		655 Du Bois St Ste F			San Rafael	CA	94901	
1-800-Got-Junk? San Rafael		655 Du Bois St Ste F			San Rafael	CA	94901	
1-800-GOT-JUNK? Think Big New York, Inc. dba		3110 Hunters Point Avenue			Long Island City	NY	11101	
203 Brands, Inc.		129 Glover Avenue			Norwalk	CT	06850	
2130 Exeter Road Holdings, LLC	Blake Berg	c/o Wicker Park Capital Management, LLC	7 E. Congress St., Suite 900A		Savannah	GA	31401	
2130 Exeter, LLC		4 Embarcadero Center Suite 3300			San Francisco	CA	94111	
23rd Group LLC		4944 Parkway Plaza Blvd	Suite 400		Charlotte	NC	28217	
27 Virtual Consulting, LLC		3902 Henderson Blvd #208-349			Tampa	FL	33629	
3 SPROUTS		215- 385 Silver Star Blvd			Toronto	ON	M1V 0E3	Canada
304 Coaching LLC		431 E 6th Street			Dallas	TX	75203	
33rd Equities Company dba 33rd Woodlands, LLC		551 Fifth Avenue	Suite 2200		New York	NY	10176	
33rd Woodlands, LLC	Steven M. Levy	551 Fifth Avenue	Floor 22		New York	NY	10176	
33rd Woodlands, LLC		551 Fifth Avenue	Floor 22		New York	NY	10176	
360 Electrical, LLC		1935 East Vine Street	Suite 360		Salt Lake City	UT	84121	
3Digit Media, LLC dba 805 Living		805 Living Magazine			Westlake Village	CA	91362	
3E Company Environmental		3207 GreyHawk Court Ste 200			Carlsbad	CA	92010	
3littlefish, LLC		2701 Dean Parkway			Minneapolis	MN	55416	
3M Company		CBP9262	P.O. Box 200715		Dallas	TX	75320-0715	
3M Company		PO BOX 844127			DALLAS	TX	75284-4127	
48forty Solutions		PO Box 849729			Dallas	TX	75284-9729	
4imprint Inc		25303 Network Place			Chicago	IL	60673	
555 9th Street LP	Attn General Counsel	c/o Acadia Realty Trust	411 Theodore Fremd Ave, Ste 300		Rye	NY	10580	
555 Ninth Street LP	Attn Property Management	c/o Acadia Realty Trust	411 Theodore Fremd Ave, Ste 300		Rye	NY	10580	
625 Ownership, LLC	Channa Taub	675 Sixth Avenue			New York	NY	10011	
625 Ownership, LLC	c/o Wachovia Securities Fund #18-0000040	P.O. Box 60697			Charlotte	NC	28260-0697	
625 Ownership, LLC		675 Sixth Avenue			New York	NY	10010	
66Degrees		600 West Van Buren Street, Suite 603			Chicago	IL	60607	
72POINT Inc.		1111 Sixth Ave, 300			San Diego	CA	92101	

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
770 Tamalpais Drive, Inc.	c/o Madison Marquette Retail Services	100 Corte Madera Town Center			Corte Madera	CA	94925	
770 Tamalpais Drive, Inc.	General Manager	c/o Colliers International	100 Corte Madera Town Center		Corte Madera	CA	94925	
770 Tamalpais Drive, inc.	Portfolio Manager	c/o Heitman Capital Management LLC	191 N. Wacker Dr		Chicago	IL	60606	
A H Office Coffee Services/In Reach/Sodexo		PO Box 360170			Pittsburgh	PA	15251-6170	
A I T Worldwide Logistics		PO Box 775379			Chicago	IL	60677-5379	
A&G Realty Partners LLC		445 Broadhollow Rd Suite 410			Melville	NY	11747	
AARKE INC		Batch & Company PC 1150 S. Cedar Crest Blvd. Suite 203			Allentown	PA	18103	
Aarke Inc		1150 S. Cedar Crest Blvd.	c/o Batch & Company PC		Allentown	PA	18103	
AARKE INC		Halsingegatan 49			Stockholm		113 31	Sweden
Aaron Dougherty Photography LLC		Address on File						
AARON FANNING		Address on File						
Abad, Joaquin		Address on File						
Abbey Hall Interiors		4000 Northfield Way, Suite 100	Attn Abigail Alexander		Roswell	GA	30076	
Abbie Polak LLC		Address on File						
Abbott, Andrew		Address on File						
Abbott, Beverly K.		Address on File						
Abbott, Denise M.		Address on File						
Abbott, Jena F.		Address on File						
Abbott, Veronica M.		Address on File						
Abbruzzese, Peter		Address on File						
Abby Cook		Address on File						
Abby Kahn DBA Absolutely Organzied		Address on File						
Abdelfattah, Nader A.		Address on File						
Abdullah, Saifullah		Address on File						
Abdussamad, Salma A.		Address on File						
Abe, Thomas T.		Address on File						
Abear, Zoraida T.		Address on File						
Abedrabbo, Dallia		Address on File						
Abellana, Anneloren		Address on File						
Aberdeen Plastics, Inc.		995 Utica Avenue			Brooklyn	NY	11203	
Abernathy, Ronald L.		Address on File						
Abner, Samuel J.		Address on File						
Abney, Tyshanta		Address on File						
ABRAHAM OHAYON		Address on File						
Abrii, Lourdes C.		Address on File						
Absolute Vending Service Inc.		70 N. Garden Ave			Roselle	IL	60172	
Abuel, Virgilio P.		Address on File						
Abughazaleh, Susan G.		Address on File						
Abukhder, Munder M.		Address on File						
Abutin, Hilario D.		Address on File						
Academy Fire Life Safety, LLC		42 Broadway	Suite 200		Lynbrook	NY	11563	

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Acadia Parish School Board		P.O. Drawer 309			Crowley	LA	70527-0309	
Acadia Realty LP dba 555 9th Str		411 Theodore Fremd Ave Suite 300			Rye	NY	10580	
Accenture International Limited		1 Grand Canal Square			Grand Canal Harbour		D02 P820	Ireland
Accenture LLP		1255 Treat Blvd	Suite 250		Walnut Creek	CA	94597	
Accruent, LLC		PO Box 679881			Dallas	TX	75267	
ACE American Insurance Company	Chief Underwriting Officer	Chubb - Financial Lines	1133 Avenue of the Americas, 32nd Floor		New York	NY	10036	
ACE American Insurance Company	Chubb Global Casualty	5400 Lyndon B Johnson Freeway, Suite 700			Dallas	TX	75240	
ACE American Insurance Company	Chubb Multinational	2 Riverway			Houston	TX	77056	
ACE American Insurance Company		436 Walnut Street	P.O. Box 1000		Philadelphia	PA	19106-3703	
Acevedo, Isabeth		Address on File						
Acevedo, Lisa V.		Address on File						
Achin III, Norman M.		Address on File						
Ackermann, Carola B.		Address on File						
Acme Metrology		Florida Metrology, LLC d/b/a Acme Metrology	P.O. Box 882049		Port Saint Lucie	FL	34988	
Acosta, Gloria N.		Address on File						
Acosta, Pablo N.		Address on File						
Acosta, Phillip A.		Address on File						
Acosta, Raymond		Address on File						
Acosta, Tanya L.		Address on File						
AcrylicSource		4621 S. Cooper St	Ste 131-345		Arlington	TX	76017	
ACT Commodities Inc.		437 Madison Avenue	Suite 17		New York	NY	10022	
Action First Inspections		44444 Buena Vista Way			Lancaster	CA	93536	
Acuna, Estelle M.		Address on File						
Adair, Matthew		Address on File						
Adam, Jacob D.		Address on File						
Adame, Andrea		Address on File						
Adame, Sebastian		Address on File						
Adams and Reese LLP		701 Poydras St	Ste 4500		New Orleans	LA	70139	
Adams Home Solutions LLC		3018 W. Napoleon Avenue			Tampa	FL	33611	
Adams, Clyde R.		Address on File						
Adams, Kaeli J.		Address on File						
Adams, Keron L.		Address on File						
Adams, Larren S.		Address on File						
Adams, Marisa L.		Address on File						
Adams, Michelle R.		Address on File						
Adams, Pharren		Address on File						
Adams, Tyler T.		Address on File						
Adamson, Patricia A.		Address on File						
Addedo Solutions Inc.		6 Liberty Square #2135			Boston	MA	02109	
ADDISON W PRICE		Address on File						
Addison, Darrick D.		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Addison, Khaleal M.		Address on File						
Addison, Takeia		Address on File						
Adecco USA, Inc.		Dept CH 14091			Palatine	IL	60055-4091	
Adejare, Esther O.		Address on File						
Adeniran, Brent L.		Address on File						
Adeoti, Rita		Address on File						
Adesso Inc.		353 West 39th Street - 2nd floor			New York	NY	10018	
Adiele, Euchariah C.		Address on File						
Adkins, Jazzmen R.		Address on File						
Adkison, Cameron J.		Address on File						
Adlman, Karen A.		Address on File						
ADO Professional Solutions, Inc.		10151 Deerwood Park Blvd	200-400		Jacksonville	FL	32256	
Adobe Systems, Inc.		345 Park Avenue			San Jose	CA	95110	
ADOLFO AMEZCUA		Address on File						
Adria Myers		Address on File						
Adriana Rojas		Address on File						
Ads On Wheels, Inc		15 Constitution Dr, 1A			Bedford	NH	03110	
Adswerve, Inc		999 18th Street, Suite 2301N			Denver	CO	80202	
Advantage Label Co., Inc.		P.O. Box 560006			Dallas	TX	75356-0006	
ADVANTUS CORP.		12276 SAN JOSE BLVD	Suite 618		JACKSONVILLE	FL	32223	
Advantus Corp.		75 Remittance Drive	Suite 3142		Chicago	IL	60675-3142	
Aerex Pest Control		4301 Wilmette Ave			Rolling Meadows	IL	60008	
AES Indiana		One Monument Circle			Indianapolis	IN	46204-2901	
AES Indiana		PO Box 110			Indianapolis	IN	46206-0110	
Aetna Life Insurance Company		P.O. Box 804735			Chicago	IL	60680	
Aetna Life Insurance Company		P.O. Box 88863			Chicago	IL	60695	
Affholter, Alexis		Address on File						
AFRICAN MODERN		1400 S. Bertelsen Rd			Eugene	OR	97402	
African Modern, LLC		392 East 3rd Ave.			Eugene	OR	97401	
AfterPay		1955 Broadway Suite 204			Oakland	CA	94612	
Afterpay US, Inc.		600 California St	11th Flr		San Francisco	CA	94108	
Agbo, Houtsayi		Address on File						
Agee, Jonathan R.		Address on File						
Agency Within LLC DBA as WITHIN		4301 22nd St Ste 602			Long Island City	NY	11101	
Agenord, Shanica		Address on File						
Agers, Melissa		Address on File						
Aggarwal, Ananya		Address on File						
AGI - Architectural Graphics, Inc.		2655 International Pkwy			Virginia Beach	VA	23452	
Aguallo, Adrian		Address on File						
Aguiar Jr., Jayson		Address on File						
Aguiar, Jayson		Address on File						
Aguilar Barrientos, Norma		Address on File						
Aguilar, Hayley I.		Address on File						
Aguilar, Jose		Address on File						
Aguilar, Joseph		Address on File						
Aguilar, Maquela A.		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Aguilar, Sebastian J.		Address on File						
Aguilera, Andres		Address on File						
Aguilera, Vladimir I.		Address on File						
Aguirre, Maricel		Address on File						
Aguon Jr., Casey J.		Address on File						
Ahmad, Taiba Sheerin		Address on File						
Ahmed, Razibul		Address on File						
Ahmed, Yusra M.		Address on File						
Ahn, Charles K.		Address on File						
AHNM 456, LLC		1314 N 113th Ct #4605			Omaha	NE	68154	
AIG SPECIALTY INSURANCE COMPANY		1271 Ave of the Americas, FL 37			New York	NY	10020-1304	
Ailie, Emily S.		Address on File						
Aingworth, Monique F.		Address on File						
Aipa, Alyssa		Address on File						
Air Delivery Express Inc.		P.O. Box 1298			Grapevine	TX	76099	
Airtame US Inc.		Penn 1, 3rd Floor, Ste 320			New York	NY	10119	
AIT Home Delivery, LLC		55 W 39th Street			New York	NY	10018	
AJA YAMAGATA		Address on File						
Ajayi, Candace M.		Address on File						
AK Engineering, PC		276 Fifth Avenue, Suite 907			New York	NY	10001	
Akalegbere, Ibeawuchi		Address on File						
Akamai Technologies, Inc.		145 Broadway			Cambridge	MA	02142	
Akbar, Judith M.		Address on File						
Akhorn, LLC		51 N Pennsylvania St			Denver	CO	80203	
Akhtar, Salman		Address on File						
Akindemowo, Mercy E.		Address on File						
Akinola, Adekunle I.		Address on File						
Akinyemi, Abdul		Address on File						
Akula, Jagadish L.		Address on File						
Al Sarraj, Rania		Address on File						
Al Sultan, Thabit N.		Address on File						
Alabama Attorney General	Attn Bankruptcy Department	501 Washington Ave	PO Box 300152		Montgomery	AL	36104-0152	
Alabama Department of Revenue		PO Box 327790			Montgomery	AL	36132	
Alabdalla, Yousef		Address on File						
Alam, Kowsarul		Address on File						
Alamo, Elvin		Address on File						
Alarin, Richelle		Address on File						
Alaska Attorney General	Attn Bankruptcy Department	1031 West 4th Avenue, Suite 200			Anchorage	AK	99501-1994	
Alaska Dept of Revenue	Treasury Division	Unclaimed Property Program	333 Willoughby Avenue 11th Floor	State Office Building	Juneau	AK	99801-1770	
Alaska Remote Seller Sales Tax Commission		1 Sealaska Plaza Suite 200			Juneau	AK	99801	
Alayna C Hermans		Address on File						
Alban Watkins, Rebecca L.		Address on File						
Albanese, Victoria		Address on File						
Albert Outdoor Advertising		6510 LBJ Freeway	Suite 100		Dallas	TX	75240	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Albert, Jean		Address on File						
Albert, Rony		Address on File						
Alberthe Buabeng		Address on File						
Alberto Morales Plascencia		Address on File						
Albrecht, Sarah K.		Address on File						
Albright, Christine L.		Address on File						
Albritton, Lana M.		Address on File						
Albritton, Lisa D.		Address on File						
Albuja, Eva		Address on File						
Alcala-Almaguer, Iris R.		Address on File						
Alcantara, Alexandra J.		Address on File						
Alcaraz, Brian D.		Address on File						
Alderson, Lea A.		Address on File						
Alecom Technologies Group dba Conti Systems		1001 Spinks Road	Suite 230		Flower Mound	TX	75028	
Aleman, Victoria A.		Address on File						
Alexan Westerly Creek		Address on File						
ALEXANDER COLLIER		Address on File						
ALEXANDER REGALA		Address on File						
Alexander, Alexandria E.		Address on File						
Alexander, Shante		Address on File						
Alexander, Takeyah B.		Address on File						
Alexander, Taylor		Address on File						
Alexander, Terrin		Address on File						
Alexandra Kozak dba Living Simply PGH LLC		Address on File						
Alexia Ford		Address on File						
Alexis, Lisa A.		Address on File						
Alexis, Portia		Address on File						
Alfermann, Ashley N.		Address on File						
Alfonzo, Henry S.		Address on File						
Alford, Kierra		Address on File						
Alfred Rugel		Address on File						
Ali, Aymen		Address on File						
Ali, Mohamed		Address on File						
Ali, Syed		Address on File						
ALIA MARIE LADAK		Address on File						
Alias, Densil P.		Address on File						
Ali-Bentley, Hezakiah D.		Address on File						
Alice Lee		Address on File						
Alicea, Elyse E.		Address on File						
Alicia Miller		Address on File						
Alicia Woods		Address on File						
Alison Bresler dba Create Calm Organizing		Address on File						
AlixPartners, LLP		909 Third Ave Fl 28, 29, and 30			New York	NY	10022	
All Points Industries		PO Box 534524			Atlanta	GA	30353	
ALL POINTS INDUSTRIES, INC.		1590 NW 27th Street			Pompano Beach	FL	33069	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ALL STATE MALL SERVICES II		PO BOX 93717			Las Vegas	NV	89193	
Allcorn, Kaitlyn		Address on File						
Allel, Mohammed		Address on File						
Allen Jr., Eric D.		Address on File						
Allen Matkins Leck Gamble Mallory & Natsis LLP	John M. Tipton, Esq	1901 Avenue of the Stars, Ste 1800			Los Angeles	CA	90067	
Allen Parish School Board		P.O. Drawer 190			Oberlin	LA	70655	
Allen, Amber L.		Address on File						
Allen, Breanna		Address on File						
Allen, Cignoray M.		Address on File						
Allen, Connor		Address on File						
Allen, Devin		Address on File						
Allen, Devin		Address on File						
Allen, Dominic		Address on File						
Allen, Jennifer K.		Address on File						
Allen, Kate E.		Address on File						
Allen, Kimberly A.		Address on File						
Allen, Lon C.		Address on File						
Allen, Rashida		Address on File						
Allen, Tiffany L.		Address on File						
Allen, Vantasia		Address on File						
Allen, William		Address on File						
Allen-Irons, Ashlee		Address on File						
ALLIANCE RUBBER COMPANY, INC.		210 Carpenter Dam Rd.			Hot Springs	AR	71901	
Alliance Rubber Company, Inc.		Dept. 30570	P.O. Box 790126		St. Louis	MO	63179-0126	
Allie Shanholt		Address on File						
Allied World Assurance Company (U.S.) Inc.		15601 Dallas Parkway			Addison	TX	75001	
Allison Brown		Address on File						
Allison Gross		Address on File						
Allison Perry dba Winthrop LLC		Address on File						
Allison Wrightson		Address on File						
Allison, Dattrick R.		Address on File						
Allmon, Amy A.		Address on File						
ALLSOP, INC.		913 Squalicum Way #201			Bellingham	WA	98225	
Allsop, Inc.		P.O. Box 23			Bellingham	WA	98227	
Alma Carrero, Brianna G.		Address on File						
Almar Sales Co., Inc.		320 Fifth Avenue			New York	NY	10001-3115	
Almaraz-Fryzel, Jose		Address on File						
Almazan, Adrian		Address on File						
Almeida, Sandy		Address on File						
Almejo Jimenez, Keven		Address on File						
Almonte, Steven		Address on File						
ALOGIC USA LLC		37524 Marsten Drive			Newark	CA	94560	
Alonso, Ariana J.		Address on File						
Alonso, Emily		Address on File						
Alonso, Miguel		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Alqas, Arabella		Address on File						
Alradi, Ilias O.		Address on File						
Alsareti, Fairouz A.		Address on File						
Alt Legal, Inc.		79 Madison Avenue	8th Floor		New York	NY	10016	
Altenau, Kristine C.		Address on File						
Alteryx, Inc.		17200 Laguna Canyon Road			Irvine	CA	92618	
Altman, Joshua I.		Address on File						
Alvarado Jr., Alejandro		Address on File						
Alvarado Jr., Leopoldo Jr		Address on File						
Alvarado, Jasmin S.		Address on File						
Alvarado, Rebecca R.		Address on File						
Alvarado, Robert J.		Address on File						
Alvarez de Escalante, Brenda C.		Address on File						
Alvarez I, Armando		Address on File						
Alvarez, Adrian		Address on File						
Alvarez, Brian		Address on File						
Alvarez, Jacob		Address on File						
Alvarez, Juan G.		Address on File						
Alvarez, Noeli		Address on File						
Alvarez, Rebecca L.		Address on File						
Alvey, Trisha		Address on File						
Alvic Usa Llc		13939 N 60th Ave.			Miami Lakes	FL	33014	
Always Organized		5587 Cornell Drive			San Jose	CA	95118	
AlWazir, Mahaba A.		Address on File						
Alysha Fenn dba Making Space Today		Address on File						
Alzamora Nunez, Laura		Address on File						
AMAC Plastic Products Corp.		P.O. Box 750249			Petaluma	CA	94975-0249	
Amador-Mungaray, Ruby I.		Address on File						
Amanda C. Rickers		Address on File						
Amanda Looney		Address on File						
AMANDA V JONES		Address on File						
Amani, April R.		Address on File						
Amaral, Jenna		Address on File						
Amaral, Maranda		Address on File						
Amarales, Erick S.		Address on File						
Amaris Delcid		Address on File						
Amarjit Lamba		Address on File						
Amato, Abram M.		Address on File						
Amato, Alec C.		Address on File						
Amato, Nicholas R.		Address on File						
Amaya, Claudia		Address on File						
Amaya, Kimberly R.		Address on File						
Amaya, Maria D.		Address on File						
Amaya, Osman		Address on File						
Amazon		410 Terry Avenue North			Seattle	WA	98109	
Amazon Capital Services, Inc.		PO Box 035184			Seattle	WA	98124	
Amazon Web Services		PO Box 84023			Seattle	WA	98124-8423	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Ambrose, Jeanmarie		Address on File						
AMEICO		29 Church St			New Milford	CT	06776	
Amelia Bayani DBA Hive Home Organization		Address on File						
Ameren Missouri	c/o Union Electric Company	1901 Chouteau Avenue			St. Louis	MO	63103	
Ameren Missouri		PO Box 88068			Chicago	IL	60680-1068	
American Alarm Systems		P.O. Box 10520			Santa Ana	CA	92711-0520	
American Alternative Insurance Corporation C/O Roanoke Insurance Group Inc.	Savanna Masters	1501 East Woodfield Road Suite 400W			SCHAUMBURG	IL	60173-4903	
American Crafts		1140 N 1430 W			Orem	UT	84057	
AMERICAN CRAFTS		588 W 400 South			Lindon	UT	84042	
American Dream Home Goods Inc		107 Trumbull St Bldg A4, 4th Floor			Elizabeth	NJ	07206-2165	
AMERICAN DREAM HOME GOODS INC		230 Fifth Ave Suite 1508			New York	NY	10001	
American Express	Merchant Support Representative, American Express Disputes and Merchant Support	20022 North 31st Ave, Mail Code AZ-08-03-11			Phoenix	AZ	85027	
American Express Travel Related Services Co.		PO Box 53888			Phoenix	AZ	85072	
American Express Travel Related Services Company, Inc C/O Global Corporate Payments US	Juliette Bennett	18850 N 56th Street, AZ08-04-12	AZ08-04-12		PHOENIX	AZ	85054	
American Heart Association, Inc.		105 Decker Court, Suite 200			Irving	TX	75062	
American Online Giving Foundation		PO Box 645725			Pittsburgh	PA	15264-5255	
American Pest Management, Inc.		11820 West Market Place	Suite A		Fulton	MD	20759	
American Registry for Internet Number, Ltd.		PO Box 719477			Philadelphia	PA	19171	
American Society of Interior Designers, Inc	ASID	PO Box 224023			Chantilly	VA	20153	
American Society of Interior Designers, Inc		2050 N Stemmons Freeway	#230		Dallas	TX	75207	
American United Life Insurance Comany	Portfolio Management, Mortgage Loans	P.O. Box 368			Indianapolis	IN	46206-0368	
AmeriGas		PO Box 371473			Pittsburgh	PA	15250-7473	
AmeriTrade International Inc.		121 E 2700 North			Lehi	UT	84043	
Amertil, Javonn		Address on File						
Ames, Marlon D.		Address on File						
Amesquita, Adriana		Address on File						
AMEX Travel Related Services Company, Inc		PO Box 53888	M/C 24-02-18		Phoenix	AZ	85072-3888	
Amezcuca, Adolfo		Address on File						
Amezcuca, Sarahi		Address on File						
Amick, Jodi L.		Address on File						
AMIE MARIE LANE		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Amina Mehmood		Address on File						
AMIR LOVE		Address on File						
Amirali, Laila		Address on File						
Amis, Chris		Address on File						
Amit Agarwal		Address on File						
Amjad, Hadiya		Address on File						
AMODEX PRODUCTS, INC		1354 State St			Bridgeport	CT	06605	
Amodex Products, Inc.		PO Box 3332			Bridgeport	CT	06605	
Amoroso Jr., Edward P.		Address on File						
Amos Wetherbee		Address on File						
Amoth, Lawrence R.		Address on File						
Amoussa, Abdel Kader A.		Address on File						
Ampac Security Products		12025 Tricon Rd			Cincinnati	OH	45246	
Ampac Security Products		PO Box 905349			Charlotte	NC	28290-5349	
Ampatzi, Christina		Address on File						
AMSA, Inc. dba VersaCart Systems, Inc.		PO Box 17425			Boulder	CO	80308	
Amsive, LLC		155 N Wacker Drive	Suite 900		Chicago	IL	60606	
Amy Carter		Address on File						
Amy Carter		Address on File						
Amy Choi		Address on File						
Amy Esposito		Address on File						
Amy Heinz		Address on File						
AMY JO GARY		Address on File						
Amy Lockwood		Address on File						
Amy Stewart PC		5307 E. Mockingbird Lane, #425			Dallas	TX	75206	
An, Bryan		Address on File						
ANA CRUZ		Address on File						
Ana Zapata		Address on File						
Analytic Partners Inc.		360 Lexington Avenue			New York	NY	10017	
ANAND SIVARAJU		Address on File						
Anastasia, Christine		Address on File						
Anaya, Manuel		Address on File						
Anaya, Mayra		Address on File						
Anaya, Victoria		Address on File						
Anchor Hocking Company		2630 Reliable Parkway			Chicago	IL	60686	
ANCHOR HOCKING/DIVISION OF GLOBAL HOME PRODUCTS		1600 Dublin Road, East Building Suite 200			Columbus	OH	43215	
ANCHOR HOCKING/DIVISION OF GLOBAL HOME PRODUCTS		2893 West Fair Ave.			Lancaster	OH	43130	
Ancira, Santino J.		Address on File						
Andalsi, Salma		Address on File						
Anderer, Karsten V.		Address on File						
Anders, Karen A.		Address on File						
Anderson, Ashley B.		Address on File						
Anderson, Brandon		Address on File						
Anderson, Brandon S.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Anderson, Caitlin R.		Address on File						
Anderson, Chase		Address on File						
Anderson, Cory		Address on File						
Anderson, Dustin D.		Address on File						
Anderson, Elizabeth M.		Address on File						
Anderson, Evan		Address on File						
Anderson, Jasmine		Address on File						
Anderson, Jennifer M.		Address on File						
Anderson, Jeremy R.		Address on File						
Anderson, John F.		Address on File						
Anderson, Jonathan		Address on File						
Anderson, Kathi		Address on File						
Anderson, Kelsey		Address on File						
Anderson, Laquita		Address on File						
Anderson, Lisa		Address on File						
Anderson, Michelle P.		Address on File						
Anderson, Natashya L.		Address on File						
Anderson, Paula		Address on File						
Anderson, Penni K.		Address on File						
Anderson, Thomas W.		Address on File						
Anderson, Timothy D.		Address on File						
Anderson-Holman, Danayjah		Address on File						
Andrade, Cedrik S.		Address on File						
Andrade, Jairo		Address on File						
Andrade, Miriam A.		Address on File						
Andre, Ruthline		Address on File						
ANDREA FAYE HABER		Address on File						
Andrea Howlett		Address on File						
Andrea Suarez		Address on File						
Andressa Eberhardt		Address on File						
ANDREW JONES		Address on File						
Andrew Wadhams		Address on File						
Andrews Jr., Richard		Address on File						
Andrews, Aimee B.		Address on File						
Andrews, Jamelyn F.		Address on File						
Andrews, James E.		Address on File						
Andrews, Kimberly M.		Address on File						
Andrews, Mary F.		Address on File						
Andringa, Jacqueline		Address on File						
Anest, Michael J.		Address on File						
Angel Barrios		Address on File						
Angel, Alexander		Address on File						
Angel, Janessa		Address on File						
ANGELA SMITH		Address on File						
Angeles, Yoseline		Address on File						
Angelini, Jorge		Address on File						
Angelini, Nicole C.		Address on File						
ANGELO ROSE SR		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Angey Holt		Address on File						
Angie Dutton		Address on File						
Angie Hillyard		Address on File						
Angle, Christopher J.		Address on File						
Angle, Patricia G.		Address on File						
Angulo, Natalie		Address on File						
ANHO HOUSEWARE CO., LTD.		2-3/F Jianghau Rd, No. 126-128			Jiangmen, Guangdong			China
Anika Menor	Nathan Kingery, Esq.	WILSHIRE LAW FIRM	3055 Wilshire Blvd., 12th Floor		Los Angeles	CA	90010	
Anika Menor		Address on File						
Anita W Nelson		Address on File						
Aniti, Ronen		Address on File						
Anixter Inc		P.O. Box 847428			Dallas	TX	75284-7428	
Anjali McKenzie		Address on File						
Ankura Intermediate Holdings, LP		485 Lexington Ave			New York	NY	10017	
Ann Carroll		Address on File						
Ann Payton		Address on File						
Ann Schmitt - Schmitt Organization Systems		Address on File						
ANN THORNTON		Address on File						
Anna Griffin Inc		99 Armour Drive, NE			Atlanta	GA	30324-3914	
ANNAPOLIS MALL OWNER LLC	Attn President	c/o Westfield Property Management LLC	2049 Century Park East, 41st Floor		Los Angeles	CA	90067	
Annapolis Mall Owner LLC		PO Box 54730			Los Angeles	CA	90074	
Anne Ahmann dba Happy Healthy Home		Address on File						
Anne Arundel County Government	Office of Finance	PO Box 427			Annapolis	MD	21404	
Anne Arundel County Government		PO Box 427			Annapolis	MD	21404	
Anne K Franklin	Steve Kardell	Kardell Law Group	4514 Cole Avenue, Suite 600		Dallas	TX	75205	
Anne K Franklin		Address on File						
ANNEMARIE KIS-HORVATH		Address on File						
Annerino, Mark A.		Address on File						
Annie Record		Address on File						
Annison, Stacy		Address on File						
ANNISSA HICKS		Address on File						
Anozie, Lorna		Address on File						
Anshu Gupta		Address on File						
Ansley, Heather		Address on File						
Antalovtsi, Kornelija		Address on File						
Anthology Senior Living		2401 E. 2nd Avenue Ste 500	Attn Accounts Payable		Denver	CO	80206	
Anthony Fortunato		Address on File						
Anthony Fortunato		Address on File						
Anthony Laday		Address on File						
Anthony Mandile		Address on File						
Anthony, Alyssa		Address on File						
Anthony, Demarcus		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Antigua, Julissa		Address on File						
Antinori, Rebecca M.		Address on File						
Antomattei, Albert P.		Address on File						
Anton, Angelica M.		Address on File						
Antoniacci, Chloe		Address on File						
Antonio, Alexa		Address on File						
Antwine, Aniva D.		Address on File						
Anunciacion, Jennifer F.		Address on File						
Anyimi, Jordan		Address on File						
Aon Consulting, Inc.		29695 Network Place			Chicago	IL	60673	
Aos, Jennifer		Address on File						
Apex Industrial Technologies		4393 Digital Way			Mason	OH	45040	
Apgar, James J.		Address on File						
Aplis, Margaret L.		Address on File						
Aplis, Michael I.		Address on File						
APOTHEKE CO		499 Van Brunt Street	Suite 16		Brooklyn	NY	11231	
Apotheke Co		499 Van Brunt Street, Space 16			Brooklyn	NY	11231	
Appell, Jennifer M.		Address on File						
Appiah-Antwi, Kenneth		Address on File						
Apple, Michael P.		Address on File						
Applegarth, Richard F.		Address on File						
Appleseth, Jordan		Address on File						
Applied Computer Services Inc.		5445 DTC Parkway	Penthouse Four		Greenwood Village	CO	80111	
Applied Financial Lines		10805 Old Mill Rd			Omaha	NE	68154	
Applied Technical Services, LLC		1049 Triad Ct			Marietta	GA	30062	
Apply Stickers, Inc		77 Sands, 7th Floor			Brooklyn	NY	11201	
APPLY STICKERS, INC.		68 Jay St	Ste 526		Brooklyn	NY	11201	
Apption Labs, Inc.		3779 Cahuenga			Studio City	CA	91604	
APPTION LABS, INC.		3779 Cahuenga Blvd			Studio City	CA	91604	
Apryse Corp.		P.O. Box 620335			Newton Lower Falls	MA	02462-0335	
APS		PO Box 37812			Boone	IA	50037-0812	
Aptos, LLC		945 East Paces Ferry Road, Suite 2500			Atlanta	GA	30326	
AQM HK Limited		2003, 20/F, Towers 5, China Hong Kong			Hong Kong			China
Aqua Pennsylvania		762 West Lancaster Ave.			Bryn Mawr	PA	19010	
Aqua Pennsylvania		PO Box 70279			PHILADELPHIA	PA	19176-0279	
Aquino Hernandez, Steven		Address on File						
Aquino, Carina F.		Address on File						
Arakawa Hanging Systems USA, Inc.		12555 NE Marx Street			Portland	OR	97230	
Arancherry, Jason M.		Address on File						
Arandell Corporation		P.O. Box 405			Menomonee Falls	WI	53052-0405	
Araya, Micaela B.		Address on File						
Arbon Equipment Corp		8900 North Arbon Drive			Milwaukee	WI	53223	

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ARC SPSANTX00 1, LLC	c/o AR Global Investments, LLC	650 Fifth Avenue, 30th Floor			New York	NY	10019	
ARC SPSANTX001, LLC		PO Box 204167			Dallas	TX	75320-4167	
Arce, Christopher		Address on File						
Arce, Maria Deborah		Address on File						
Arce, Nicole M.		Address on File						
Arce, Nydia A.		Address on File						
Arch Capital Group Ltd.		Waterloo House	100 Pitts Bay Road		Pembroke	HM	08	Bermuda
Arch Capital Services LLC		360 Hamilton Avenue, Suite 600			White Plains	NY	10601	
Arch Insurance North America		Grace Building	1114 Avenue of the Americas, 14th Floor		New York	NY	10036	
Arch Insurance North America		Harborside 3	210 Hudson Street, Suite 300		Jersey City	NJ	07311-1107	
Archer, Jaidan		Address on File						
Archie, Stacia D.		Address on File						
Archie, Tia		Address on File						
Arcos-Davila, Terrilee		Address on File						
Arechar, Gregorio M.		Address on File						
Arenas, Sebastian		Address on File						
Ares Holdings LLC dba Nextech		1045 S. John Rodes Blvd			Melbourne	FL	32904	
Arevalo, Enrik		Address on File						
ARGENT TAPE & LABEL, INC.		41016 Concept Drive	Suite A		Plymouth	MI	48170	
Argent Tape & Label, Inc.		41016 Concept Drive	Suite A		Livonia	MI	48150	
Argimon, Mary		Address on File						
Arguello, Julio C.		Address on File						
Argueta, Julio A.		Address on File						
Arias Chaparro, Jacobo R.		Address on File						
Arias, Adrian		Address on File						
Arias, Andrew		Address on File						
Arin Weissmann dba Tucked Away Living		Address on File						
Ariza, Karla Y.		Address on File						
Arizona Attorney General	Attn Bankruptcy Department	2005 N Central Ave			Phoenix	AZ	85004-2926	
Arizona Attorney General - CSS	Attn Bankruptcy Department	PO Box 6123	MD 7611		Phoenix	AZ	85005-6123	
Arizona Department of Revenue	License & Registration Section	1600 W. Monroe			Phoenix	AZ	85007	
Arizona Department of Revenue	Unclaimed Property	1600 West Monroe Street			Phoenix	AZ	85007	
Arizona Department of Revenue		PO Box 29085			Phoenix	AZ	85038-9085	
Arizona Department of Revenue		1600 W. Monroe			Phoenix	AZ	85007	
Arizona Dept of Revenue	Unclaimed Property Unit	1600 W Monroe Division Code 10			Phoenix	AZ	85007-2650	
Arizona Public Service Company		MS 3200	PO Box 53933		Phoenix	AZ	85072-3933	
Arizona Public Service Company		400 N 5Th St	MS 8602		Phoenix	AZ	85004	
Arkadiy Kleynerman		Address on File						
Arkansas Attorney General	Attn Bankruptcy Department	323 Center St. Ste 200			Little Rock	AR	72201-2610	
Arkansas Department of Finance and Admin		PO Box 1272			Little Rock	AR	72203-1272	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Arkansas Secretary of State		1401 West Capitol Suite 250			Little Rock	AR	72201	
Arkansas Unclaimed Property Division		1401 West Capitol Avenue Suite 325			Little Rock	AR	72201	
Arlene Velasco		Address on File						
Arlene, Ashia		Address on File						
Arlington County Treasurers Office	Arlington County Treasurer	PO Box 1752			Merrifield	VA	22116	
Arlington County Treasurers Office	False Alarm Unit	Arlington County Police Dept. 1425 N. Co			Arlington	VA	22201	
Arlington County Treasurers Office		2100 Clarendon Boulevard, Suite 201			Arlington	VA	22201	
Arlyn Molina		Address on File						
Armah, Prince A.		Address on File						
Armbruster, Michelle		Address on File						
Armenante, Christine E.		Address on File						
Armfield, Carla D.		Address on File						
Armgardt, Sherry		Address on File						
Armor Holdco Inc dba American Stk Trans Trst		6201 15th Avenue			Brooklyn	NY	11219	
Armstead II, LaRoy R.		Address on File						
Armstead, Kimberly J.		Address on File						
Armstead-Mobley, Mia S.		Address on File						
Armstrong, Bethany M.		Address on File						
Armstrong, Jerri D.		Address on File						
Armstrong, John W.		Address on File						
Armstrong, Randy A.		Address on File						
Armstrong, Tacy		Address on File						
Army, Anatasia M.		Address on File						
Arnaud, Nicholas J.		Address on File						
Arnold, Clerissa L.		Address on File						
Arnold, Dalton		Address on File						
Arnold, Kayla M.		Address on File						
Arnott, Angela V.		Address on File						
Arnzen, Luke R.		Address on File						
Arof, Kathleen M.		Address on File						
Arouth, Lisa A.		Address on File						
Arredondo Balderas, Chyanne		Address on File						
Arredondo Lopez, Miguel		Address on File						
Arredondo, Erika		Address on File						
Arreguin, Jovanny		Address on File						
Arreola, Oscar A.		Address on File						
Arrigoni, Joseph D.		Address on File						
Arrow Home Products Company		P.O. Box 74008436			Chicago	IL	60674-8436	
Arroyo, Mariana		Address on File						
Arroyo, Myrna		Address on File						
Arshad, Ijlal		Address on File						
Arteaga, Christopher		Address on File						
Arteaga, Jackson D.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Arteaga, Ramon		Address on File						
Arther, Edward S.		Address on File						
Arthur, Jeaneen K.		Address on File						
Arthur, Susan J.		Address on File						
Arts & Sciences		662 N Robertson Blvd			West Hollywood	CA	90069-5022	
Arvizu, Elvira		Address on File						
Arzola-Sanchez, Elizabeth		Address on File						
Asad, Jill		Address on File						
Ascano, Gabriella		Address on File						
Ascension Parish		PO Box 1718			Gonzales	LA	70707	
Ascent Products LLC		P.O. Box 311			Island Lake	IL	60042	
Ascher, Sinclair		Address on File						
Asenjo, Dayana		Address on File						
Ash, Kelly A.		Address on File						
Ashe, Tracy E.		Address on File						
Ashley Casscells		Address on File						
Ashley Smith		Address on File						
Ashley Smith		Address on File						
Ashour, Banna M.		Address on File						
Ashraf, Ahmad A.		Address on File						
Ashtaputre, Devyani		Address on File						
Ashton, Laurie E.		Address on File						
ASID Illinois		222 W Merchandise Mart Suite 1485			Chicago	IL	60654	
ASID Los Angeles		8687 Melrose Ave STE M33			West Hollywood	CA	90069	
ASID New York Metro		230 Washington Avenue Ext. Suite 101			Albany	NY	12203	
Ask Me Something LLC dba Cincha Travel		306 Grand Ave., #207			Oakland	CA	94610	
ASMDEE NORTH AMERICA, INC.		435 Park Court			Lino Lakes	MN	55014	
Asmodee North America, Inc.		1995 County Rd B2 W			Roseville	MN	55113	
Aspect Consulting, Inc.		20109 Valley Forge Circle			King of Prussia	PA	19406	
Aspect Montage Inc		236 Humphrey Street			Swampscott	MA	01907	
Assa Abloy Entrance Systems US, Inc.		PO Box 827375			Philadelphia	PA	19182-7375	
Assaille, Stephanie		Address on File						
Assensoh, Marcella		Address on File						
Associated Packaging, Inc.		1465 IH30 Suite 400			Mesquite	TX	75150	
Assumption Parish		P.O. Drawer 920			Napoleonville	LA	70390	
Astage Global Inc.		729 Seventh Avenue 17th. Floor			New York	NY	10019	
ASTAGE GLOBAL, INC.		1350 Broadway, Suite 1510			New York	NY	10018	
Astoria Central Park West Inc		401 Rockefeller			Irving	CA	92612	
AT&T Mobility LLC	AT&T Mobility	PO Box 6463			Carol Stream	IL	60197-6463	
Atana Inc.		11400 SE 8th Street	Suite 360		Bellevue	WA	98004	
Atar, Lilly		Address on File						
Atayde, Robert J.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Atchison, Catherine M.		Address on File						
Atemnkeng, Victorine N.		Address on File						
Atencio, Kayla		Address on File						
Atencio-Brown, Jennifer J.		Address on File						
Ater, April D.		Address on File						
Athans, Grant J.		Address on File						
Athena Wortman		Address on File						
Atlantic Corporation		PO Box 60002			Wilmington	NC	28260	
Atlas Consumer Law		2500 S. Highland Avenue, Suite 200			Lombard	IL	60148	
Atlas Copco Compressors LLC		300 Technology Center Dr. Suite 550			Rock Hill	SC	29730	
Atlas Toyota Material Handling		27294 Network Place			Chicago	IL	60673	
Atlas Van Lines, Inc.		P.O. Box 952340			St. Louis	MO	63195	
Atmos Energy	c/o Atmos Energy Corporation	1800 Three Lincoln Centre	5430 LBJ Freeway		Dallas	TX	75240	
Atmos Energy		PO Box 630872			CINCINNATI	OH	45263-0872	
Atoche Navarro, Carlos O.		Address on File						
ATP SF LLC		5550 California Street			San Francisco	CA	94121	
ATTITUDE		5605 De Gaspe suite 900			Montreal	QC	H2T2A4	Canada
Attorney General of the State of Ohio		30 E. Broad St.	Fl. 14		Columbus	OH	43251	
Atwater, Carolyn G.		Address on File						
Atwell, Charisse I.		Address on File						
Atwood, Jeffrey		Address on File						
Atwood, Justin F.		Address on File						
Aucourt, Kai		Address on File						
Audinett, Destiny S.		Address on File						
Audiometric Associates		199 Randall Street			Elk Grove Village	IL	60007	
Audrey Hornick-Becker		Address on File						
Aued, Cassandra G.		Address on File						
Augello, Sabino		Address on File						
Aughey, Carolyn E.		Address on File						
Aunt Fannie, Inc.		4145 SW Watson, Central Beaverton	Suite 350, #742		Beaverton	OR	97005	
AURA BATH PRODUCTS LLC		347 5TH AVE SUITE 506			NEW YORK	NY	10016	
Aura Home, Inc		30 Cooper Square, 8th Floor			New York	NY	10003	
AURA HOME, INC.		30 Cooper Square			New York	NY	10003	
Aureus Product Innovations, Inc.		999 West 1500 South	#600		Woods Cross	UT	84087	
Austin Baby Collection LLC		7415 Southwest PKWY	BLDG 6 Suite 500 #365		Austin	TX	78735	
Austin, George C.		Address on File						
Austin, Teresa A.		Address on File						
Avalara Inc.		Dept. CH 16781			Palatine	IL	60055-6781	
Avalon, Lauren		Address on File						
Avalos, Diana		Address on File						
Avance, Tiarra		Address on File						
Avant, Chanell R.		Address on File						
Avellaneda, Domingo		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Avelleyra, Michelle		Address on File						
Avery, Megan E.		Address on File						
Aveva Design ab		Ekonomigatan 4			Limhamn		21613	Sweden
Avi Gur		Address on File						
Avila Cobo, Felipe D.		Address on File						
Avila Jr., Cesar		Address on File						
Avila Jr., Robert F.		Address on File						
Avila, Cynthia		Address on File						
Avila, Jailene		Address on File						
Avila, Jennie F.		Address on File						
Avila, Megan C.		Address on File						
Avila, Rosio J.		Address on File						
Avoyelles Parish		221 Tunica Drive West			Marksville	LA	71351	
AW Billing Service LLC		4431 North Dixie Highway			Boca Raton	FL	33431	
Axelsen, Jennifer		Address on File						
Axiom Global Inc		3 World Trade Center	50th Floor 175 Greenwich Street		New York	NY	10007	
Axonify, Inc.		450 Phillip Street			Waterloo	ON	N2L5J2	Canada
Ayala, Gerardo		Address on File						
Ayala, Leslee A.		Address on File						
Ayala, Zachary S.		Address on File						
Aydy Limited		Unit 5, Gateway West	Luna Place	Dundee	Angus		DD2 1JU	United Kingdom
Aydy Limited		Gateway West, Dundee Technology Park,	5 Luna Pl		Dundee		DD2 1XF	United Kingdom
Ayers, Darryl T.		Address on File						
Ayers, ThomasAustin C.		Address on File						
Ayitiah, Regina N.		Address on File						
Azad, Ali		Address on File						
Azani Hassan Abadi, Minuet		Address on File						
Azarian, Daniel R.		Address on File						
Azille, Jamal		Address on File						
Azim, Huma		Address on File						
Azucena, Matthew		Address on File						
AZUROUS, INC. DBA CABEAU		21781 Ventura Blvd. #475			Woodland Hills	CA	91364	
B&C INDUSTRIES LTD		Flat 2504, 25/F., Nanyang Plaza,	57 Hung To Road, Kwun Tong, Kowloon, Hong Kong		Hong Kong			China
B.I.C. Security & Fire		1656 Herndon Rd.			Ceres	CA	95037	
B2b Industrial Products		313 S Rohlwing Road			Addison	IL	60101	
B2B Technology Inc		15600 35th Avenue N	Suite 102		Plymouth	MN	55446	
B33 WOODFIELD VILLAGE GREEN III LLC		Two Union Square	601 Union St, Ste 1115		Seattle	WA	98101	
B33 Woodfield Village Green III LLC		601 Union Street Suite 1115			Seattle	WA	98101	
Babbitt, Quincy A.		Address on File						
Babcock, Annaleigh		Address on File						
Babcock, Karen		Address on File						
Babicz, Kimberly A.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Babineaux, Heather		Address on File						
Babineaux, Michael D.		Address on File						
Bacon, Lizette M.		Address on File						
Badillo, Joseph		Address on File						
Baez, Jose A.		Address on File						
Baez, Luis		Address on File						
Baez, Quail L.		Address on File						
Baggallini Travel Accessories		1887 SE Milport Road			Milwaukie	OR	97222	
Bahanag, Stephen J.		Address on File						
Bahena, Cindy		Address on File						
Bahk, Elise M.		Address on File						
Bahr, Andrea K.		Address on File						
Bahret, Kevin M.		Address on File						
Bahr-Nall, Karen S.		Address on File						
Baig, Saanya M.		Address on File						
Baig, Simra		Address on File						
Bailey, BreAuna S.		Address on File						
Bailey, Crystal		Address on File						
Bailey, Hannah M.		Address on File						
Bailey, Jamie		Address on File						
Bailey, Kenneth		Address on File						
Bailey, Latara T.		Address on File						
Bailey, Leittia K.		Address on File						
Bain, Crista		Address on File						
Bain, Monique S.		Address on File						
Bains, Aekambeer S.		Address on File						
Baird III, Daniel M.		Address on File						
Baird, Caroline		Address on File						
Bakare, Ashakun I.		Address on File						
Baker Jr., Damion D.		Address on File						
Baker, Anecia J.		Address on File						
Baker, Ashley		Address on File						
Baker, Beth A.		Address on File						
Baker, Christopher A.		Address on File						
Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.	Denise Killebrew	420 N. 20th St	1400 Wells Fargo Tower		Birmingham	AL	35203	
Baker, Jason N.		Address on File						
Baker, Jeanne A.		Address on File						
Baker, Lindsay		Address on File						
Baker, Trudi K.		Address on File						
Baker-Brewster, Dawn		Address on File						
Bakhaya, Ziad		Address on File						
Balajadia, Tim M.		Address on File						
Balarama, Anil		Address on File						
Balboa-Birch, Rebecca P.		Address on File						
Balcirak, Jennifer		Address on File						
Balcom, Constance		Address on File						
Balcones Recycling		PO Box 679901			Dallas	TX	75267	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Baldenegro, Alfred G.		Address on File						
Baldo, Melissa E.		Address on File						
Baldwin, Stephanie A.		Address on File						
Baleco Inc		5530 St-Patrick Unit 1129			Montreal	QC	H4E 1A8	Canada
Baleto, Kyle R.		Address on File						
Balgavy, Madeline P.		Address on File						
Balgobin, Anthony		Address on File						
Baliwag, Alicia S.		Address on File						
Balkan Express, LLC	C/O Compass Funding Solutions LLC	P.O. Box 205154			Dallas	TX	75320	
Ball, Erin		Address on File						
Ballard Spahr LLP	Desmond D. Connall, Jr. Esq.	300 E. Lombard St, 18th Floor			Baltimore	MD	21202	
Ballard, Emma		Address on File						
Ballard, Gregory		Address on File						
Ballestero, Justin		Address on File						
Ballqube, Inc.		12146 CR 4233W			Cushing	TX	75760	
Bally Block Company		30 South 7th St			Bally	PA	19503	
Baltimore Gas & Electric Company		P.O. Box 1475			Baltimore	MD	21203	
Ban.do Designs, LLC		134 Beech Bend Rd			Bowling Green	KY	42101	
Banda, Antonio		Address on File						
Banda, Jacob		Address on File						
Banducci, Nicole		Address on File						
Bang, Daniel		Address on File						
Bangalore Guruprasad, Stuthi		Address on File						
Bangamwabo, Karimu		Address on File						
Baniewicz, Laura D.		Address on File						
Bank of America Merrill Lynch	Merrill Lynch Retirement and Benefit Svcs	PO Box 1501 NJ2-140-03-50			Pennington	NJ	08534	
Bank One, Texas, NA as Agent		1717 Main St	3rd Floor		Dallas	TX	75201	
Bankasingh, Dylan		Address on File						
Bankhead, Kendall E.		Address on File						
Banks Sr., Maurice		Address on File						
Banks, Carolyne D.		Address on File						
Banks, Dillion J.		Address on File						
Banks, Shawna M.		Address on File						
Banks, Sheila Y.		Address on File						
Bannon, Brayden N.		Address on File						
Banton, Eric		Address on File						
Banuelos, Denise		Address on File						
Baptista, Maria P.		Address on File						
Baptiste, Audley		Address on File						
Barajas, Anthony M.		Address on File						
Barajas, Kate		Address on File						
Baraoidan, Shanae		Address on File						
Barb, Yolanda		Address on File						
BARBARA JANE DISHNER		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Barbara Sanel		Address on File						
Barbara Zia		Address on File						
Barber, Nkwanta K.		Address on File						
Barberena, Eduardo		Address on File						
Barbosa Rueda, Juan B.		Address on File						
Barbosa, Jonathan		Address on File						
Barbour, David R.		Address on File						
Barclay, Kayla A.		Address on File						
Bardes Products Inc.		5245 W. Clinton Ave.			Milwaukee	WI	53223	
Bare Associates International		9990 Fairfax Boulevard			Fairfax	VA	22030	
BAREBONES		1215 Wilmington Ave #140			Salt Lake City	UT	84106	
Barebones Systems, LLC		1215 E Wilmington Ave			Salt Lake City	UT	84106	
Bareihns, Hanna L.		Address on File						
Bargas, Elizabeth		Address on File						
Barker-Arch, Alexxis G.		Address on File						
Barnes, Darence J.		Address on File						
Barnes, Kristina A.		Address on File						
Barnes, Williamina T.		Address on File						
Barnet, Lisa A.		Address on File						
Barnhart, Cassidy		Address on File						
Barnhart, Kelsey N.		Address on File						
Barot, Sandip H.		Address on File						
Barr, Megan		Address on File						
Barrachina, Elena		Address on File						
Barragan, Jennifer		Address on File						
Barratt, Justin E.		Address on File						
Barreca, Jesseca M.		Address on File						
Barrera, Jennifer V.		Address on File						
Barrera, Karina		Address on File						
Barrera, Rafael H.		Address on File						
Barrera, Sarai		Address on File						
Barreto, Tatiane		Address on File						
Barrett, Karsten K.		Address on File						
Barrio, Rudy		Address on File						
Barrios, Ricardo A.		Address on File						
Barron, Isaac W.		Address on File						
Barron, Josephine D.		Address on File						
Barron, Julia E.		Address on File						
Barroso, Julio		Address on File						
Barrow, Beverly		Address on File						
Barry, Leanne J.		Address on File						
Barry, Mamadou B.		Address on File						
Barsetti Bright, Dakota		Address on File						
Bartelli, Nicholas R.		Address on File						
Barthelemy, Waikhell J.		Address on File						
Bartley, Kathleen A.		Address on File						
Bartley-Murashige, Babette		Address on File						
Barto, Yvette		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Bartoldus, Michael		Address on File						
Barton, Heidi E.		Address on File						
Barton, Jarilyn R.		Address on File						
Barton-Kent, Christopher		Address on File						
Basa, Judegar H.		Address on File						
BASE 4 GROUP INC.		4393 SUNBELT DR			Addision	TX	75001	
Base4 Ventures, LLC		4393 Sunbelt Drive			Addison	TX	75001	
Base4 Ventures, LLC		P.O. Box 4869	Department #259		Houston	TX	77210	
Basel, Jennifer L.		Address on File						
BASIC FUN, INC		301 Yamato Rd.	Suite 4200		Boca Raton	FL	33431	
BASIC FUN, INC		2050 N STEMMONS FWY SUITE 439			DALLAS	TX	75027	
Basic Fun, Inc.		1801 W. Olympic Blvd.	File 2216		Pasadena	CA	91199	
Basurto-Lopez, Julian M.		Address on File						
Batana, Abigail		Address on File						
Batchelor, Allison K.		Address on File						
Bates, Heidi L.		Address on File						
Bates, Lori		Address on File						
Batista, Javier		Address on File						
Batmangelich, Robyn		Address on File						
Batoon, Allaiassa		Address on File						
Batri, Aline		Address on File						
Batsell, Tamara		Address on File						
BATTEN INDUSTRIES INC.		#114, 2455 Dollarton Hwy.			Vancouver	BC	V7H 0A2	Canada
Batten, Chelsea A.		Address on File						
Battistini, Joy A.		Address on File						
Battle I, Jordan		Address on File						
Battle, Isaiah		Address on File						
Battle, Toney		Address on File						
Batz, Rosa M.		Address on File						
Baucum, Aaron		Address on File						
Bauder, Michael		Address on File						
Bauer, Coletta M.		Address on File						
Bauer, Michael C.		Address on File						
Bauer, Victoria L.		Address on File						
Bauman, Kenneth		Address on File						
Bauman, Lauren M.		Address on File						
Baumann, Melissa S.		Address on File						
Baumbach, Kimberlee		Address on File						
Bautista Jr., Jose L.		Address on File						
Bautista, Charmaine K.		Address on File						
Bautista, Juan		Address on File						
Bautista, Karina		Address on File						
Bautista, Ma Ludivina E.		Address on File						
Bavu, Lauren		Address on File						
BAW Plastics, Inc.		2148 Century Drive			Jefferson Hills	PA	15025	
Baxley, Natalie M.		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Baybrook LPC, LLC	Attn Law/Lease Administration	c/o General Growth Properties, Inc.	110 North Wacker Drive		Chicago	IL	60606	
Baybrook LPC, LLC		PO Box 860414			Minneapolis	MN	55486	
Bayer Properties, L.L.C.	General Counsel	2200 Magnolia Street South	Suite 101		Birmingham	AL	35205	
Baylis, Derrick		Address on File						
Baylor, Nigel O.		Address on File						
Baylor, Robert		Address on File						
Baysic, Haley J.		Address on File						
Bayside Commercial Building Services, LLC		1050 Hardees Drive	Suite A		Aberdeen	MD	21001	
Bazan, Marissa S.		Address on File						
Be Home Inc.		1065 Broadway Ave.			San Pablo	CA	94806	
Beaba USA		555 8th Ave.	Room 2210		New York	NY	10018	
Beaba USA		555 8TH AVENUE, SUITE 2210			NEW YORK	NY	10018	
Beach, Nancy R.		Address on File						
Beachwood Place Lifestyle LLC		PO Box 860424			Minneapolis	MN	55486-0424	
Bealer, La Niya D.		Address on File						
Beall, Rema		Address on File						
Beaman, Olympia Y.		Address on File						
Bear Down Brands, LLC.		2803 S. Yale Street			Santa Ana	CA	92704	
Beard, Ian		Address on File						
Bearden, Rebecca		Address on File						
Beardsley, Leanne T.		Address on File						
Bearss, Rebecca N.		Address on File						
Beast Health, LLC		1501 Umeo Road			Pacific Palisades	CA	90272	
Beaty, Cindy M.		Address on File						
Beauchamp, Kimberlee K.		Address on File						
Beauregard Parish Sheriff Office		PO Box 639			DeRidder	LA	70634	
Beausejour, Debora		Address on File						
Beautone Co., Ltd		7199 S Longe Street	US		Stockton	CA	95206	
BEAUTONE CO.,LTD		6F., No. 7, Ln. 365, Sec.1,	Zhongyang Rd., Tucheng Dist.		New Taipei City		23665	Taiwan
Beazley Claims Services		30 Batterson Park Road			Farmington	CT	06032	
Beck, Daphne D.		Address on File						
Beck, Renee		Address on File						
Beck, Sean L.		Address on File						
Beck, Taylor A.		Address on File						
Beckenbaugh, Natalie		Address on File						
Becker, Jean		Address on File						
Beckett, Joanna T.		Address on File						
Beckham, Phallon J.		Address on File						
Becton, Carol		Address on File						
Bedford, Brittany		Address on File						
Bednarska, Ewa		Address on File						
Bee Organized Seattle Inc		4420 47th Avenue SW			Seattle	WA	98116	
Bee Organized, LLC		5750 W. 95th Street	Suite 125		Overland Park	KS	66207	
Beeler, Michael		Address on File						
Been, Alexander		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Bees Wrap, LLC		383 Exchange St			Middlebury	VT	05753	
Beesinger, Justin W.		Address on File						
Beeten-Kingery, Tara L.		Address on File						
Begay, Justin A.		Address on File						
Begg, Christopher J.		Address on File						
Behrer, Jessica		Address on File						
Beijerling, Joshua		Address on File						
Beire, Arthur D.		Address on File						
Belcher, Sara M.		Address on File						
Belden, Zachary L.		Address on File						
Belfort, Christie A.		Address on File						
Belinda Perry		Address on File						
BELKIN		555 S. Aviation Blvd. Ste.180			El Segundo	CA	90245	
Bell, Armiyel K.		Address on File						
Bell, Ayana C.		Address on File						
Bell, Crinan		Address on File						
Bell, Dante A.		Address on File						
Bell, Dre Shawna		Address on File						
Bell, Ema	Evan J. Smith, Esq.	Law Offices Brodsky Smith	9465 Wilshire Blvd., Ste 300		Beverly Hills	CA	90212	
Bell, Jamaal		Address on File						
Bell, Kathy		Address on File						
Bell, LaQuisha		Address on File						
Bell, Molly		Address on File						
Bell, Sequoia		Address on File						
Bell, Shayla		Address on File						
Bellows, Olivia J.		Address on File						
Belmont III, Daniel J.		Address on File						
Belnap, Spencer W.		Address on File						
Belote, Kaitlyn N.		Address on File						
Below0Day LLC		3716 Havenwood Ct			Jackson	WI	53037	
Ben Lapchik Brands		4210 Nautilus Drive			Miami Beach	FL	33140	
BEN LAPCHIK BRANDS(WRINKLE WIZ)		4210 Nautilus Dr.			Miami Beach	FL	33140	
Benard, Carly A.		Address on File						
Benard, Michael J.		Address on File						
Benavides, Sarah		Address on File						
Benchmark Fasteners, Inc		270 COMMONWEALTH DRIVE			CAROL STREAM	IL	60188	
Benda, Daniel		Address on File						
Bendin, Catherine K.		Address on File						
Bendon, Timothy J.		Address on File						
Benedict, Judith G.		Address on File						
Benevity, Inc		#700, 611 Meredith Road NE			Calgary	AB	T2E 2W5	Canada
Benford, Isiah I.		Address on File						
Bengtson, Nancy C.		Address on File						
Bengtzen, Aiyanna		Address on File						
Benhoff, Melissa		Address on File						
Beningfield, Sharon D.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Benitez, Catherine		Address on File						
Benitez, Marian Y.		Address on File						
Benjamin, Antyonique B.		Address on File						
Bennet, Scott A.		Address on File						
Bennett, Ebonee		Address on File						
Bennett, GERALYN M.		Address on File						
Bennett, James T.		Address on File						
Bennett, Lana		Address on File						
Bennett, Mark L.		Address on File						
Bennett, Michelle		Address on File						
Bennett, Priscilla A.		Address on File						
Bennington, Joseph H.		Address on File						
Bens Garden		260 MADISON AVENUE			NEW YORK	NY	10016	
BENS GARDEN		141 MAIN STREET			STONY BROOK	NY	11790	
Benson, Parker W.		Address on File						
Bent, Nicholas		Address on File						
Bentley, Carmony		Address on File						
Benton, Shaila		Address on File						
Benz, Hanna M.		Address on File						
Benzmiller, Monica		Address on File						
Berez, Janet E.		Address on File						
Berg, Jonathan M.		Address on File						
Berg, Tricia		Address on File						
Berger Engineering Company		10900 Shady Trail			Dallas	TX	75220	
Berger, Jason		Address on File						
Berkeley Research Group		425 Lexington Avenue			New York	NY	10016	
Berkman, Matthew A.		Address on File						
Berkshire Hathaway Specialty Insurance Company		1314 Douglas Street, Suite 1400			Omaha	NE	68102-1944	
Bermea, Desiree N.		Address on File						
Bermea, Justin A.		Address on File						
Bermudez, Sharlet F.		Address on File						
Bernal, Addison		Address on File						
Bernal, David		Address on File						
Bernalillo County Treasurer	Nancy M. Bearce	PO Box 27800			Albuquerque	NM	87125-7800	
Bernalillo County Treasurer		PO Box 27800			Albuquerque	NM	87125-7800	
Bernard, Jill		Address on File						
Berner, Charlene		Address on File						
Bernstein, Alec L.		Address on File						
Bernstein, Jill E.		Address on File						
Bernstein, Mel		Address on File						
Berrios, Jacqueline A.		Address on File						
Berry, Aeris		Address on File						
Berry, Charlotte N.		Address on File						
Berry, Kara L.		Address on File						
Berry, Sarah		Address on File						
Berry, Sharnice		Address on File						
Berry, Tai J.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Bersano, Ashley A.		Address on File						
Berteotti, Michael		Address on File						
Berthulien, Joel K.		Address on File						
Bertram, Madeline G.		Address on File						
Bertram, Maristella		Address on File						
Bertrand, Tracy R.		Address on File						
Bertuglia, Lynn E.		Address on File						
BERWICK INDUSTRIES, INC.		54 Glenmaura National Blvd			Moosic	PA	18507	
BERWICK INDUSTRIES, INC.		223 1st Avenue SE			Clara City	MN	56222	
Berwick Industries, Inc.		P.O. Box 734371			Chicago	IL	60673-4371	
Berwin, Dyana		Address on File						
Beseke, Nevaeh		Address on File						
Besmer, Kristine		Address on File						
Bessellieu, Viva C.		Address on File						
Best Press, Inc.		4201 Airborn Dr			Addison	TX	75001	
Best Version Media LLC		19355 Janacek Ct			Brookfield	WI	53045	
Betancourt, Isabel B.		Address on File						
Beteet, Christian		Address on File						
Beth Ford, Pima County Treasurer	Pima County Treasurers Office	PO Box 29011			Phoenix	AZ	85038	
Beth Ford, Pima County Treasurer		PO Box 29011			Phoenix	AZ	85038	
BETH GONZALEZ		Address on File						
BETHENA LINN GONZALEZ		Address on File						
Betsinger, Michael A.		Address on File						
Bettencourt, Bryan W.		Address on File						
Better Housewares		25-12 41st Avenue			Long Island City	NY	11101	
Bettters, Kevin W.		Address on File						
Betts, Renee S.		Address on File						
Betty Scott		Address on File						
Betty Scott		Address on File						
Betz, Maureen E.		Address on File						
Bevacqua, Jennifer A.		Address on File						
Bevilacqua, William F.		Address on File						
Bexar County	Tax Assessor-Collector	PO Box 2903			San Antonio	TX	78299-2903	
Bexar County		PO Box 2903			San Antonio	TX	78299-2903	
Bezot, Alexandria		Address on File						
BG Staffing LLC (BGSF)		P.O. Box 660282			Dallas	TX	75266	
BGE	Baltimore Gas and Electric Company	2 Center Plaza	110 West Fayette Street		Baltimore	MD	21201-3708	
BGE		P.O. Box 13070			PHILADELPHIA	PA	19101-3070	
Bhakta, Priti K.		Address on File						
Bharrat, Jenelle A.		Address on File						
Bhatia, Malik A.		Address on File						
Bhavsar, Vimal D.		Address on File						
BHF INTERNATIONAL LIMITED		214 West 39th Street	12th Floor		New York	NY	10018	
BHF INTERNATIONAL LIMITED		Unit B, 7/F, Rich Wealth Industrial Building	77-87 Wang Lung Street		Hong Kong		00000	China

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
BHF INTERNATIONAL LIMITED		UNIT B, 7/F,RICHEWALTH BLDG,	77-87 WANGLUNG STREET	TSUEN WAN	HONG KONG			China
Bhumi Patel		Address on File						
Bhushan, Bharat		Address on File						
Bianco, Emily E.		Address on File						
Biche, Kristin A.		Address on File						
BICO INTERNATIONAL CO., LTD.		Fl. 4-1, No. 123, Section 4, Pa-Teh Road			TAIPEI		10561	Taiwan
Bien, Michelle		Address on File						
Bieneman, Heather M.		Address on File						
Bienville Parish School Board		P.O. Box 746			Arcadia	LA	71001	
Bierbauer, Michael J.		Address on File						
Biesse America, Inc		Po Box 19849			Charlotte	NC	28219	
Biesse America, Inc		4110 Meadow Oak Drive			Charlotte	NC	28208	
Big Sky Professional Organizing LLC		2497 Thoroughbred Lane			Bozeman	MT	59718	
Bigelow, Nadia		Address on File						
Bigman, Dana L.		Address on File						
BIGSO AB		Box 73	Tallgolsgatan 4		Nybro		382 21	Sweden
Bih, Mirabel		Address on File						
Bill Logan		Address on File						
Bill Madigan		Address on File						
Biller, Julie A.		Address on File						
Billups-Fox, Jazmine A.		Address on File						
Billy Moran		Address on File						
BILT Incorporated		1000 Nolen Dr. #400			Grapevine	TX	76051	
Binder, Robert P.		Address on File						
Binder, Robert T.		Address on File						
Binford, James A.		Address on File						
Bingham, Janelle		Address on File						
Binkley, Paula E.		Address on File						
BIOM INNOVATIONS INC.		132 East Bay Street	Second Floor		charleston	SC	29401	
Biom Innovations, Inc.		2303 W. 11th Street			Wilmington	DE	19805	
Birdine, Christopher		Address on File						
BIRDTALES, LLC/ CLEAN GIRL TRAVELER		522 Bismark Rd NE			Atlanta	GA	30324	
Bisco Enterprise, Inc.		550 Albion Avenue	Suite 40		Schaumburg	IL	60193	
Biscuit Filmworks		7026 Santa Monica Blvd			West Hollywood	CA	90038-1012	
Bisember, Sunita		Address on File						
Bishop, Sarah K.		Address on File						
BISLEY		Caswell Way	Reevesland Industrial Estate	Newport	South Wales		NP19 4PW	United Kingdom
BISOU BAR INC.		1010 Richards St.			Vancouver	BC	V6B 1G2	Canada
BISOU BAR INC.		14 Eugene St.			North York	ON	M6B 3Z4	Canada
Bisrat, Betelhem S.		Address on File						
Bisrat, Mikias S.		Address on File						
Bit By Bit Organizing LLC		7627 Aspen Park			San Antonio	TX	78249	
Bitterman, Benjamin		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Black, Jaden		Address on File						
Black, Reemi		Address on File						
Black, Teresa M.		Address on File						
Black-Grimmett, Julia M.		Address on File						
Blackhawk Engagement Solutions		PO Box 936199			Atlanta	GA	31193	
Blackhawk Engagement Solutions		6220 Stoneridge Mall Road			Pleasanton	CA	94588	
Blackmon, Nicholas		Address on File						
Blackmon, Timothy E.		Address on File						
Blackmon, Turkessa		Address on File						
Blair Jr., Samuel		Address on File						
Blair, Douglas H.		Address on File						
Blair, Jarel		Address on File						
Blaisdell, Amy		Address on File						
Blaisdell, Michelle E.		Address on File						
BLAKE DEADWICK GROUP LLC		Address on File						
Blake Jr., Hilton		Address on File						
Blake, Cerita		Address on File						
Blake, Christine G.		Address on File						
Blake, Destiny		Address on File						
Blake, Francine		Address on File						
Blake, Karen E.		Address on File						
Blake, Madison M.		Address on File						
Blake, Marquita		Address on File						
Blake, Shari D.		Address on File						
Blakney, Deborah J.		Address on File						
Blalock, Christopher W.		Address on File						
Blanchfield, Ethan G.		Address on File						
Blanco, Carlos A.		Address on File						
Blanco, George V.		Address on File						
Blanco, Keylin		Address on File						
Bland, Christian M.		Address on File						
Bland, Lauren A.		Address on File						
Blando, John P.		Address on File						
Blank, Nadine		Address on File						
Blankenship, Charles B.		Address on File						
Blankenship, Lee A.		Address on File						
Blanks Printing & Imaging		2343 N. Beckley			Dallas	TX	75208	
Blasingame, Julie M.		Address on File						
Blea, Lauren		Address on File						
BlendJet Inc.		535 Getty Court, Suite A			Benicia	CA	94510	
Blocherer, Adam J.		Address on File						
Block Jr., Larry		Address on File						
Block, Inc.		1455 Market Street	Suite 600		San Francisco	CA	94103	
Blomquist, Sebastian		Address on File						
Bloodworth Carroll, P.C.	Laurie A. Carroll, Esq.	10000 N. Central Expressway	Suite 1050		Dallas	TX	75231	
Bloomfield, Stephen		Address on File						
BLOOMINGVILLE		6000 Freeport Ave			Memphis	TN	38141	
BloomReach, Inc.		P.O. Box 8323			Pasadena	CA	91109-8323	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Blossom, Timothy S.		Address on File						
Blough, Jennifer		Address on File						
Blough, Rebekah A.		Address on File						
Blu Dot Design and Manufacturing, Inc		6400 Queens Ave NE			Otsego	MN	55330	
Blu Dot Design and Manufacturing, Inc		1321 Tyler Street NE			Minneapolis	MN	55413	
Blue Ink Studios		19775 Mitchell Ave			Monument	CO	80132-8101	
Blue Northern Air Conditioning Inc.		16123 Avenue C			Channelview	TX	77530	
Blue Yonder, Inc.		PO Box 841983			Dallas	TX	75284	
Blue, Tyricia		Address on File						
Blumberg, Katherine		Address on File						
Blumke, Wendy		Address on File						
Blyther, Nyisha M.		Address on File						
BNSF Logistics		2710 South 48th Street			Springdale	AR	72762	
Board of Pharmacy		800 NE Oregon ST, Suite 150			Portland	OR	97232	
Board, Christina		Address on File						
Boateng, Ronnie Osei		Address on File						
Boaz, Billie L.		Address on File						
Bober, Linda M.		Address on File						
Bobino USA LLC		505 West Riverside Avenue	Suite 545		Spokane	WA	99201	
Bobitt, Reese O.		Address on File						
Bocanegra, Karla		Address on File						
Bocanegra, Samantha		Address on File						
Bocca, Lorraine		Address on File						
Bocobo, Ma Rosario R.		Address on File						
Boddy, Shamia		Address on File						
Bode, Elizabeth		Address on File						
Bodek, Audrey		Address on File						
Bodie, Robert		Address on File						
Bodnar, Jennifer M.		Address on File						
Boehm, Lorraine M.		Address on File						
Boehmer, Jo A.		Address on File						
Boganwright, Kelly S.		Address on File						
Bogart Construction, Inc		9980 Irvine Center Dr	Ste 200		Irvine	CA	92618	
Bogdajewicz, David J.		Address on File						
Bohl, Audrey R.		Address on File						
Bohn, Karlie		Address on File						
Boiner, Kyra		Address on File						
Bojja, Ram		Address on File						
Boko LLC		16 Cedar Crest			St. Louis	MO	63132	
Boldridge, Brandon S.		Address on File						
Bolduc, Sherry L.		Address on File						
Boll & Branch LLC		1 Prospect Street			Summit	NJ	07901	
Boltz, Jennifer L.		Address on File						
Bonales, John Michael		Address on File						
Bonami, Branda C.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Bond, Edward L.		Address on File						
Bond, Jasir		Address on File						
Bond, Lucy		Address on File						
Bondra, Hailey J.		Address on File						
Bonds, Mekesha L.		Address on File						
Bonfiglio, Ann L.		Address on File						
Bonfiglio, Lisa M.		Address on File						
Bongiovi, Ayden		Address on File						
BONGO LLC DBA SPRINGER PETS		3301 W. 5th Street	Suite 130		Oxnard	CA	93030	
BongoTies		29139 Hillrise Drive			Agoura Hills	CA	91301	
Bonilla, Angelita		Address on File						
Bonilla, Christian		Address on File						
Bonilla, Joshua		Address on File						
Bonner, Norris E.		Address on File						
Bonnie Montano		Address on File						
Bonnie Siracusa		Address on File						
Bonora-Ryder, Ana M.		Address on File						
Boomgarden, Carla I.		Address on File						
Boone, Dakota K.		Address on File						
Boone, Eileen		Address on File						
Boor, Aislinn		Address on File						
Boosel, Evan M.		Address on File						
Boothe, Rosanna T.		Address on File						
BootRescue		100 Pine Crest Road			Toronto	ON	M6P 3G5	Canada
BOOTRESCUE INC.		274 Pacific Ave			Toronto	ON	M6P 2P9	Canada
Borders, ZaKhiya S.		Address on File						
Bordner, Carol L.		Address on File						
Boren, Katherine G.		Address on File						
Borges, Nancy M.		Address on File						
Borisen, Megan K.		Address on File						
Borja, Reyma M.		Address on File						
Borkey, Debora K.		Address on File						
Bormioli Rocco		Address on File						
BORMIOLI ROCCO GLASS CO. INC		41 Madison Ave 16th Floor			New York City	NY	10010	
Borough of Paramus		1 Jockish Square			Paramus	NJ	07652	
Borruso, Maria Chiara		Address on File						
Borum, Michael		Address on File						
BOSIGN AB		Grevg. 20			Stockholm	SC	11455	Sweden
Bosign AB		Grevg. 19			Stockholm		11453	Sweden
Bossier City - Parish		Po Box 71313			Bossier City	LA	71171-1313	
Boston Consulting Group		2501 N. Harwood St., Suite 2300			Dallas	TX	75201	
Boston Warehouse Trading Corp.		59 Davis Ave.			Norwood	MA	02062	
Boston, Derek		Address on File						
Botelho, Edith P.		Address on File						
Botkin, Laura S.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Boudreau, Diane L.		Address on File						
Bourne, Robin M.		Address on File						
Bous Co.		17322 Murphy Ave.			Irvine	CA	92614	
Boutselis, Alexander P.		Address on File						
Bowe Wielgus, Deborah A.		Address on File						
Bowen, Diane		Address on File						
Bowen, Nicholas J.		Address on File						
Bowen, Stacey		Address on File						
Bowery, Ava J.		Address on File						
Bowles, Eric		Address on File						
Bowlin, Mallory M.		Address on File						
Bowling, Joshua R.		Address on File						
Bowman, Kavan Z.		Address on File						
Bowman, Melanie M.		Address on File						
Bowman, Trina M.		Address on File						
Box, Inc.		PO Box 884666			Los Angeles	CA	90088	
Boyd, Brian		Address on File						
Boyd, Julian		Address on File						
Boyd, Paige		Address on File						
Boyd, Shannan G.		Address on File						
Boydston, Matt		Address on File						
Boyett, Hailey N.		Address on File						
Boykin, Patricia A.		Address on File						
Boykins, Jordan		Address on File						
Boylan, Logan O.		Address on File						
Boyle, Jennifer L.		Address on File						
Boyter, Andy R.		Address on File						
Bozzuto & Associates, Inc.		6406 Ivy Lane	Suite 700		Greenbelt	MD	20770	
BPR-FF LLC		PO Box 86	SDS 12-1531		Minneapolis	MN	55486	
BPR-FF LLC		PO Box 86	SDS-12-2082		Minneapolis	MN	55486	
BPR-FF LLC		P.O. Box 776723			Chicago	IL	60677	
BQ 4720 Spruce, LLC	c/o Qvale Auto Group, Inc.	101 Hickey Boulevard.	Suite A-522		South San Francisco	CA	94080	
BQ 4720 Spruce, LLC		1311 North Westshore Blvd.	Suite 200		Tampa	FL	33607	
Braack, Barbara A.		Address on File						
Braack, Stephen D.		Address on File						
BRABANTIA INTERNATIONAL	Brabantia	Blackfriars Road	Nailsea		Bristol		BS48 4SB	United Kingdom
BRABANTIA INTERNATIONAL		340 North Avenue East	Suite 3000, 3rd Floor		Cranford	NJ	07016	
Brabantia S&L Belgium NV		Stuifzandstraat 31			Pelt		B-3900	Belgium
Brabantia S&L Belgium NV		Brabantia Netherlands BV	De Haak 14	Valkenswaard	North Brabant		5555 XK	Netherlands
Bradbury, Rebeca M.		Address on File						
Bradford II, Michael A.		Address on File						
Bradford, Grace K.		Address on File						
Bradley Corporation		Bin 53066			Milwaukee	WI	53288	
Bradley, Jeff C.		Address on File						
Bradley, Lee-Anne P.		Address on File						
BRADSHAW INTERNATIONAL INC		9409 Buffalo Ave.			Rancho Cucamonga	CA	91730	

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Bradshaw International Inc.		File 70028			Los Angeles	CA	90074	
Bradshaw, Hamie		Address on File						
Bradshaw, Keslie		Address on File						
Brady, David M.		Address on File						
Brady, Kimberley P.		Address on File						
Brady, Marisol D.		Address on File						
Brady, Tadhg		Address on File						
Bragg, Caroline G.		Address on File						
Bragg, Rowan F.		Address on File						
Braggs, Beatress G.		Address on File						
Braham III, Tony		Address on File						
Brailsford, Marcus		Address on File						
BRAINSTREAM USA INC.		Dalbker str. 74			Oerlinghausen		33813	Germany
BRAINSTREAM USA INC.		19 Old Route 28			Ossipee	NH	03864	
Brainstream USA LLC		19 Old Route 28			Ossipee	NH	03894	
Braithwaite, Anthony		Address on File						
Brammer, Edna		Address on File						
Branam, Jarrod E.		Address on File						
BRANCH FURNITURE		147 W 26th St 3rd floor			New York	NY	10001	
Branch, Aaron D.		Address on File						
Branded AcquiCo No 4 LLC		228 Park Ave S, STE 78816			New York	NY	10003	
BRANDED ACQUICO NO 4 LLC (Ototo)		228 PARK AVE S			NEW YORK	NY	10003	
BRANDED ACQUICO NO 4 LLC (Ototo)		51 Rue Le Peletier			Paris		75009	France
Brandes, Dorothy A.		Address on File						
BRANDON DESKE		Address on File						
Brandon, Alyssa E.		Address on File						
Brandon, Elisabeth		Address on File						
Brandon, LaTisha S.		Address on File						
Brandon, Mateo A.		Address on File						
Branson, Garrett A.		Address on File						
Branton, Mark R.		Address on File						
Brask Enterprises I dba Brask Mall Services I		P.O. Box 800335			Houston	TX	77280	
Braslow, Cheryl		Address on File						
Brateng, Alexandra C.		Address on File						
Brathwaite, Destiny S.		Address on File						
Braun, Jeanne M.		Address on File						
Braun, Rachael C.		Address on File						
Brautigam, Christina		Address on File						
Bravo, Alexia		Address on File						
Bravo, Mercedes G.		Address on File						
Brazil, Jonathan		Address on File						
BRE DDR Woodfield Village LLC	Attn Executive Vice President - Leasing	3300 Enterprise Parkway			Beachwood	OH	44122	
BRE DDR Woodfield Village LLC	Site Centers	3300 Enterprise Parkway			Beachwood	OH	44122	
BRE DDR Woodfield Village LLC		Dept. 101960 21419 55031	PO Box 931650		Cleveland	OH	44193	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
BRE DDR Woodfield Village LLC		3300 Enterprise Parkway			Beachwood	OH	44122	
Breann Chiero		Address on File						
Breann Chiero		Address on File						
Breault, Evan J.		Address on File						
Brecker, Jacqueline		Address on File						
Breeden, Joel R.		Address on File						
Breedlove, Judah E.		Address on File						
Breitstein, Kris		Address on File						
Breland Jr., Lawrence J.		Address on File						
Bremer Heating And Cooling		1038 N. Dupage Ave			Lombard	IL	60148	
Bremerkamp, Kimberly H.		Address on File						
Brennan, Sabrina		Address on File						
Brent McMahan dba Path Studio		Address on File						
Brentlinger, Alexandria		Address on File						
Brewer, Jason M.		Address on File						
Brewer, Julie M.		Address on File						
Brewster, Theresa M.		Address on File						
Brian Rehlander		Address on File						
Brianna M Van Lierop		Address on File						
Bridgeforth, Derek L.		Address on File						
Bridgepointe Shopping Center	c/o CBRE	2800 Leavenworth St			San Francisco	CA	94133	
Bridges, Marley		Address on File						
BRIDGET ANN RINTYE		Address on File						
Bridgewater, Grace A.		Address on File						
Briggs, Melissa J.		Address on File						
Briggs, Stacy		Address on File						
Brigham, Jon W.		Address on File						
Bright, Emily R.		Address on File						
BRIGHTECH		14530 Keswick St,			Van Nuys	CA	91405	
Brightech Plus		10120 W. Flamingo Blvd.	#4-1026		Las Vegas	NV	89147	
BrightEdge Technologies, Inc.	BrightEdge Technologies Inc	Dept CH 17960			Palatine	IL	60055	
Brightman, Cody		Address on File						
Brightman, Damon		Address on File						
Brighton Installation Co. Inc.		125 S Main St			Freeport	NY	11520	
Brightz, Ltd.		8000 Yankee Rd.	Suite 225		Ottawa Lake	MI	49267	
Brijmohan, Ariel		Address on File						
Brinco Mechanical Services, Inc.		125 S. Main Street			Freeport	NY	11520	
Brink, Sherry C.		Address on File						
Brinker, Madeline E.		Address on File						
Bristow, Phillip J.		Address on File						
Brito, Henry		Address on File						
Brito-Hanley, Julian		Address on File						
Brittney To		Address on File						
Britton, Michael T.		Address on File						
Broadridge Inv Communication Solutions Inc		PO Box 416423			Boston	MA	02241	
Brobst, Christian J.		Address on File						
Brock, David D.		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Brockhum, Alexandra R.		Address on File						
Brockway, Patsy A.		Address on File						
Brodie, Steven E.		Address on File						
Brodin, Nathan		Address on File						
Bronder, Valerie		Address on File						
Brooke Douek		Address on File						
Brooke, Mary E.		Address on File						
Brookens, ROXANNE A.		Address on File						
Brookfield Properties		350 N. Orleans St. Suite 300			Chicago	IL	60654	
Brooks, Andrew		Address on File						
Brooks, Buffy F.		Address on File						
Brooks, Jason H.		Address on File						
Brooks, Jessica K.		Address on File						
Brooks, JordanLanelle J.		Address on File						
Brooks, Karyme		Address on File						
Brooks, Romeo		Address on File						
Brooks, Rosa		Address on File						
Brother International		Dept. 0456	PO Box 120456		Dallas	TX	75312	
BROTHER INTERNATIONAL CORP.		200 Crossing Blvd			Bridgewater	NJ	08807	
Brottman, Beverly B.		Address on File						
Broughton, David		Address on File						
Broward County, Florida	Revenue Collection Division	115 S. Andrews Avenue Room A-100			Fort Lauderdale	FL	33301	
Broward County, Florida		115 S. Andrews Avenue Room A-100			Fort Lauderdale	FL	33301	
Browder, Dawne M.		Address on File						
Brown, Tessa L.		Address on File						
Brown Jr., George E.		Address on File						
Brown Jr., John C.		Address on File						
Brown Jr., Lyn J.		Address on File						
Brown, Arthur		Address on File						
Brown, Ayana N.		Address on File						
Brown, Carlos M.		Address on File						
Brown, Christopher		Address on File						
Brown, Corrina W.		Address on File						
Brown, Darnell G.		Address on File						
Brown, Dartanyon D.		Address on File						
Brown, Detrick		Address on File						
Brown, Dominique		Address on File						
Brown, Donshell		Address on File						
Brown, Ellen W.		Address on File						
Brown, Gina M.		Address on File						
Brown, Gretchen		Address on File						
Brown, Jaques		Address on File						
Brown, Javion		Address on File						
Brown, Jeffrey		Address on File						
Brown, Jessica A.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Brown, Jessica R.		Address on File						
Brown, Jonathan		Address on File						
Brown, Judy A.		Address on File						
Brown, Kenneth		Address on File						
Brown, Kleena S.		Address on File						
Brown, Korbin A.		Address on File						
Brown, Latiera		Address on File						
Brown, Lawanda N.		Address on File						
Brown, Maureen E.		Address on File						
Brown, Melissa L.		Address on File						
Brown, Michelle		Address on File						
Brown, Quantia		Address on File						
Brown, Rome		Address on File						
Brown, Roxanne		Address on File						
Brown, Samuel A.		Address on File						
Brown, Schon		Address on File						
Brown, Sequoya		Address on File						
Brown, Susan C.		Address on File						
Brown, Susan E.		Address on File						
brown, trevor		Address on File						
Brown, Yolanda O.		Address on File						
BROWNMED INC.		101 Federal St	29th Floor		Boston	MA	02110	
Broxton, Jasmine A.		Address on File						
Brubaker, Erin E.		Address on File						
Bruch, Quela		Address on File						
Bruhn, Catherine		Address on File						
BruMate, Inc		2935 Larimer Street Suite 302			Denver	CO	80205	
BRUMIS IMPORTS INC. DBA CORE HOME		42 West 39th street	Floor4		New York	NY	10018	
BRUMIS IMPORTS INC. DBA CORE HOME		42 WEST 39TH STREET 4TH FLOOR			NEW YORK	NY	10018	
Brundage, Joanne M.		Address on File						
Brunell, Kylie M.		Address on File						
Brunnenkant, Arthur T.		Address on File						
Bruns, Carolyn		Address on File						
Bruny, Emily		Address on File						
Brushy Creek Custom Doors		PO Box 1348			Greer	SC	29652-1348	
Bruun, Angie		Address on File						
Bruveleit, Lailynn		Address on File						
Bruzzese, Maria C.		Address on File						
Bryan, Brandon		Address on File						
Bryan, Casey		Address on File						
Bryan, James		Address on File						
Bryant, Alexandria		Address on File						
Bryant, Autumn N.		Address on File						
Bryant, Daimear		Address on File						
Bryant, Jonathon		Address on File						
Bryant, Mary L.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Bryant-Martin, Leanne M.		Address on File						
Bs Custom Framing		2819 Esterbrook Drive			Dallas	TX	75234	
BUBBLEGUM STUFF		Studio 13 Riverside Building	55 Trinity Buoy Wharf		London		E14 0FP	United Kingdom
Bubblegum Stuff LTD		Studio 13 Riverside Building	55 Trinity Buoy Wharf		London		E14 0FP	United Kingdom
Buber, Brian		Address on File						
Buchanan, Amber		Address on File						
Buchholtz, Stephanie P.		Address on File						
Buckelew, Gillian		Address on File						
Buckhead Triangle	c/o Selig Enterprises, Inc.	1100 Spring Street NW			Atlanta	GA	30309	
Buckhead Triangle, LP		1100 Spring Street	Suite 550		Atlanta	GA	30309	
Buckley, Caroline M.		Address on File						
Buckson, Chantia	Stavisky, Yoffe & Castro, P.A	Stavisky, Jeffrey	1206 Saint Paul Street		Baltimore	MD	21202	
Buckson, Chantia		Address on File						
BUCKY PRODUCTS, INC.		1607 136th Ave. E			Sumner	WA	98390	
BUCKY PRODUCTS, INC.		6700 River Side Dr			Tukwila	WA	98001	
Bucky Products, Inc.		1200 W. Nickerson Street			Seattle	WA	98119	
Buczyna, Adam		Address on File						
Budde, Rece		Address on File						
Buddeez, Inc.		1106 Crosswinds Court			Wentzville	MO	63385	
Bueford, Tianna		Address on File						
Bueno, Crystal		Address on File						
Bueno, Jose B.		Address on File						
Bueno-Benitez, Evelyn		Address on File						
Bui, Jenny		Address on File						
BuildCentral, Inc.		320 W Ohio St			Chicago	IL	60654	
BUILT NY DBA LIFETIME BRANDS		1000 Stewart Avenue			Garden City	NY	11530	
BUILT NY DBA LIFETIME BRANDS		22 Blake Street			Medford	MA	02155	
Buj, Veruska		Address on File						
Buja, Christopher J.		Address on File						
Bujacich, Marianne		Address on File						
Bukhari, Esah		Address on File						
Bullen, Penelope		Address on File						
Bullock, Timothy J.		Address on File						
Bunch, Adonis D.		Address on File						
Bundy, Nahteka		Address on File						
Bundy, Rachel		Address on File						
Bunker, Alexandra M.		Address on File						
Bunyard, Shannon		Address on File						
Bunzl Distribution USA, LLC	Attention Legal Department	One Cityplace Drive, Suite 201			St. Louis	MO	63141	
Bunzl Retail Services, LLC	Attention SVP Retail	8338 Austin Avenue			Morton Grove	IL	60053	
Buonagura, Gina R.		Address on File						
Burdette, Jessie K.		Address on File						
Bureau Office, Inc. dba Branch Furniture		215 Park Avenue South	Floor 11		New York	NY	10003	
Buresh, Alexis V.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Burgess, Matthew L.		Address on File						
Burgess, Zeiasia N.		Address on File						
Burgos, Robert		Address on File						
Burica, Whitney S.		Address on File						
Burich, Maya S.		Address on File						
Burke, Laura		Address on File						
Burke, Myra G.		Address on File						
Burke, Sydney		Address on File						
Burkholder, Amanda M.		Address on File						
Burks, Anisah		Address on File						
Burks, Brandon L.		Address on File						
Burks, Roslind		Address on File						
Burlison, Nathaniel T.		Address on File						
Burnett, Cole		Address on File						
Burnett, Najee C.		Address on File						
Burnham, Teresa		Address on File						
Burnham, Teresa R.		Address on File						
Burnley, Dawn		Address on File						
Burns, Douglas E.		Address on File						
Burns, Katherine J.		Address on File						
Burns, Kendall E.		Address on File						
Burns, Pauline		Address on File						
Burns, Sheryl L.		Address on File						
Burr, Charlotte		Address on File						
Burrage, Ronise V.		Address on File						
Burrell, Alishia		Address on File						
Burrell, Monique R.		Address on File						
BurrellesLuce		30 B Vreeland Road	PO Box 674		Florham	NJ	07932	
Burris, Olivia G.		Address on File						
Burris, Maliya		Address on File						
Burrow, Ashley E.		Address on File						
Bursi, Michelle		Address on File						
BURT GUERRERI		Address on File						
Burton, Alec R.		Address on File						
Burton, James R.		Address on File						
Burton, Jennifer M.		Address on File						
Burton, Justin B.		Address on File						
Burton, Yasmin B.		Address on File						
Burwell, Kathleen		Address on File						
Busch, Elizabeth M.		Address on File						
Buse, Christian		Address on File						
Business Wire, Inc.		Department 34182	PO Box 39000		San Francisco	CA	94139	
Buss, Kristin L.		Address on File						
Bussell Secre		12580 Fair Lake Circle	#323		Fairfax	VA	22033	
Bustamante, Alejandro		Address on File						
Bustamante, Kimberly		Address on File						
Bustos, India Z.		Address on File						
Bustos, Nicholas		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Butcher Jr., Eric		Address on File						
Butler Home Products		PO Box 931621			Atlanta	GA	31193	
Butler Jr., Yves		Address on File						
Butler, Ashley R.		Address on File						
Butler, Destiny M.		Address on File						
Butler, Doris D.		Address on File						
Butler, Jamie E.		Address on File						
Butler, Sophia		Address on File						
Buttenmiller, Greg		Address on File						
Butts, Ciara		Address on File						
BV CenterCal Owner, LLC	Legal Department	1600 Franklin Ave			El Segundo	CA	90245	
BV CenterCal Owner, LLC	Legal Department	c/o CenterCal Properties, LLC	1600 East Franklin Avenue		El Segundo	CA	90245	
BV CenterCal Owner, LLC - SEND BY EMAIL	c/o CentralCal Properties, LLC	1600 East Franklin Avenue			El Segundo	CA	90245	
BV CenterCal, LLC		PO Box 4900	Unit 04		Portland	OR	97208	
BWC		PO Box 89492			Cleveland	OH	44101-6492	
Bwi Brown Wood Inc.		7040 North Lawndale Ave			Lincolnwood	IL	60712	
Bybee, Hannah		Address on File						
Byers Sanchez, Kayla		Address on File						
Byers, Cedric C.		Address on File						
Byers, Claire L.		Address on File						
Byers, Morgan J.		Address on File						
Bynder LLC		24 Farnsworth St			Boston	MA	02210	
Bynoe, Divana R.		Address on File						
Bynoe-Seabron, Jacqueline		Address on File						
Bynum, Jeromy		Address on File						
BYOGO GLOBAL INC.		5230 Finch Avenue East	Unit 1		SCARBOROUGH	ON	M1S 5A1	Canada
Byrd, Molly E.		Address on File						
Byrd, Taylor		Address on File						
Byrd, Tyrese		Address on File						
Byrd-Torres, Victoria		Address on File						
Byron, Jessica		Address on File						
Byroo, Makhala		Address on File						
C & C (US) No. 1 dba Escuela Shopping Center		Plaza Escuela	Dept 3319		Los Angeles	CA	90084-3319	
C. Dickerson Company		479 Wildflower Ave.			Henderson	NV	89011	
C. DICKERSON COMPANY		497 Wildflower Ave.			Henderson	NV	89011	
C2 Imaging		423 W. 55th St			New York	NY	10019	
C2 Imaging		774537	4537 Solutions Center		Chicago	IL	60677-4005	
CA State Board of Equalization		P.O. Box 942857			Sacramento	CA	94257-0531	
Ca. Franchise Tax Board		P.O. Box 942857			Sacramento	CA	94257-0531	
Ca. State Board Of Equalization	Sales and Use Tax Remittance Processing	State Board of Equalization PO Box 94287			Sacramento	CA	94279-6299	
Ca. State Board Of Equalization		State Board of Equalization PO Box 94287			Sacramento	CA	94279-6299	
CAA Sports Client Trust		2000 Avenue of the Stars			Los Angeles	CA	90067	
Caballero, Vanessa		Address on File						
Cabral, Andrew A.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Cabrera Martinez, Daniel A.		Address on File						
Cabrera, Adamari		Address on File						
Cabrera, Alexander		Address on File						
Cabrera, Christopher C.		Address on File						
Caccamo, Thomas		Address on File						
Caccese, Renee		Address on File						
Cachu, Zion		Address on File						
Caddo Shreveport		PO Box 104			Shreveport	LA	71161	
Caddy Printing & Graphics, Inc		13701 Neutron			Dallas	TX	75244	
Cade, Justin E.		Address on File						
Cadwallader, Sean D.		Address on File						
Cady, Theodore S.		Address on File						
Cahill Gordon & Reindel, LLP		32 Old Slip			New York	NY	10005	
Cahill, Jordyn		Address on File						
Cahue, Ryann E.		Address on File						
CAI & JO LIMITED		Unit 2 Tilia Road			London		E5 8JB	United Kingdom
Cailao, Willie	Zeven Law Firm	Alek Zeven	8484 Wilshire Blvd, Ste 525		Beverly Hills	CA	90211	
Cain Sommers, Nancy C.		Address on File						
Cain, Kevin D.		Address on File						
Cain, Nimrod		Address on File						
Caira, Stacey		Address on File						
Cairns, Kristen B.		Address on File						
Caithamer, Rachel		Address on File						
Caitlin Nguyen LLC		Address on File						
CaitSir LLC dba NEAT Method		207 S Swarthmore Ave			Swarthmore	PA	19081	
CaitSir LLC dba NEAT Method		838 Thomas Road			Lafayette Hill	PA	19444	
Cajigas, Roberto A.		Address on File						
Calaf, Hannah		Address on File						
Calcasieu Parish School System		PO Drawer 2050			Lake Charles	LA	70602-2050	
Calderon, Joel D.		Address on File						
Caldwell, Pamela		Address on File						
CALE MEEKS		Address on File						
Calhoun, Alexis R.		Address on File						
Calhoun, Blake A.		Address on File						
Calian Corp		840 W Sam Houston Parkway N #420			Houston	TX	77024	
California American Water Company		655 W Broadway, #1410			San Diego	CA	92101	
California American Water Company		PO BOX 7150			Pasadena	CA	91109-7150	
California Attorney General	Attn Bankruptcy Department	1300 I St., Ste. 1740			Sacramento	CA	95814-2919	
California Department of Justice	Attorney Generals Office	P.O. Box 944255			Sacramento	CA	94244-2550	
California Pak International, Inc.		17706 S. Main St.			Gardena	CA	90248	
California State Controllars Office	Unclaimed Property Division	10600 White Rock Road Suite 141			Rancho Cordova	CA	95670	
Calix Valladares, Joshley		Address on File						
Callahan, Kathleen F.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Callahan, Sydney N.		Address on File						
Callanan, John C.		Address on File						
Callender, Jennifer A.		Address on File						
Calleros, Kimberly K.		Address on File						
CALLIE MICEK		Address on File						
Calmes, Tresea J.		Address on File						
Calos, Nicholas P.		Address on File						
Calvin, Sean L.		Address on File						
Calvo, Maria Bettina P.		Address on File						
Camacho Jr., Hector		Address on File						
Camacho, Juan P.		Address on File						
Camacho, Lina J.		Address on File						
Camargo, Maritza N.		Address on File						
Cameron Brink		Address on File						
Cameron Group Associates, LLP		600 E. Colonial Drive	Suite 100		Orlando	FL	32803	
Cameron, Bridget		Address on File						
Cameron, Melissa		Address on File						
CAMILLE LEWIS		Address on File						
Camille Swiech LLC		Address on File						
Camilotti, Bruno		Address on File						
Campa, Yazmin C.		Address on File						
Campbell Jr., Robert E.		Address on File						
Campbell, Ashli-Jade		Address on File						
Campbell, Emma		Address on File						
Campbell, Eric S.		Address on File						
Campbell, Jennifer L.		Address on File						
Campbell, Linda A.		Address on File						
Campbell, Malika		Address on File						
Campbell, Nancy E.		Address on File						
Campbell, Natasha I.		Address on File						
Campbell, Pete R.		Address on File						
Campbell, Seraya		Address on File						
Campbell, Stacey L.		Address on File						
Campbell, Susan A.		Address on File						
Campo Companies DBA The Simple Sort		119 E Costilla St			Colorado Springs	CO	80903	
Campos, David		Address on File						
Campos, Ivory M.		Address on File						
Campos, Uriel		Address on File						
Campos, Victoria L.		Address on File						
Canada, Denquavius		Address on File						
Cancelliere, Rachel A.		Address on File						
Canchola, Alexis		Address on File						
Candelaria Jr., Filbert E.		Address on File						
CANDICE BRUMBELOW		Address on File						
Canfield, Richard P.		Address on File						
Cannaday, Lacy A.		Address on File						
Canning, Edith P.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Cannon, Roxanne C.		Address on File						
Cano, Elena		Address on File						
Cano, Natalie		Address on File						
CANOPY		411 Post Road Dr.			Austin	TX	78704	
Canopy DBA Hyku Home Inc.		411 Post Road Drive			Austin	TX	78704	
Cantactix Solutions USA Inc.		90 Hidden Lake Dr. #129			Sanford	FL	32773	
Canteen Refreshment Services		P.O. Box 417632			Boston	MA	02241-7632	
Cantera, Maria D.		Address on File						
Cantor, Nancy J.		Address on File						
Cantu, Jacob		Address on File						
Cantua, Melissa		Address on File						
Cantwell, Lisa	Rami Salim, Esq.	Stein Saks PLLC	One University Plaza, Suite 620		Hackensack	NJ	07601	
Cap Fixtures		445 McCormick Blvd			Columbus	OH	43213-1526	
CAPABUNGA		7696 Bell Road			Windsor	CA	95492	
CAPFinancial Partners, LLC		PO Box 896952			Charlotte	NC	28289	
Capital Art		3073 17th Street			San Francisco	CA	94110	
Capital Technology, Inc.		13980 Central Avenue			Chino	CA	91710	
Capps, Cheryl A.		Address on File						
Capps, John R.		Address on File						
Capstone Mechanical		300 Constitution Ave.	Suite 302		Portsmouth	NH	03801	
Capstone Mechanical		755 Banfield Road	Unit 102		Portsmouth	NH	03801	
Captain, Roberta G.		Address on File						
CARA OATES RUMPLIK		Address on File						
Carapetyan, Carol		Address on File						
Carassa, Cesar		Address on File						
Caraveo, Francisco J.		Address on File						
CARAWAY HOME		228 Park Ave S	PMB 75861		NEW YORK	NY	10001	
Caraway Home, Inc.		228 Park Ave S, PMB 75861			New York	NY	10001	
Carballo, Jose		Address on File						
Card, Dakota A.		Address on File						
Carde, Xavier A.		Address on File						
Carden, Alexander C.		Address on File						
Cardenales, Angelica		Address on File						
Cardenas Monroy, Nicole D.		Address on File						
Cardenas, Carlos A.		Address on File						
Cardenas, Christina		Address on File						
Cardenas-Suarez, Maria E.		Address on File						
Cardinale, Patricia		Address on File						
Cardlytics Inc.		675 EAST PONCE DELEON AVE NE SUITE 4100			ATLANTA	GA	30308	
Cardoza, Clare		Address on File						
Cardwell, Sheri		Address on File						
Carey, Phillip		Address on File						
Caridad-Fuentes, Emily		Address on File						
Carino, Ruben		Address on File						
Carita, Nicole I.		Address on File						
Carito, Cassandra		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Carl Lindell		Address on File						
Carla Garrison		Address on File						
Carlberg, Shea		Address on File						
Carleton, Leslie A.		Address on File						
Carling, Sonja S.		Address on File						
Carlson, Amber		Address on File						
Carlson, Lisa J.		Address on File						
Carlson, Madeline R.		Address on File						
Carlton, Susanna M.		Address on File						
Carmean, Candace C.		Address on File						
Carmichael, Bridget		Address on File						
Carmichael, Sara		Address on File						
Carmona, Jesse		Address on File						
Carnogursky, Rachel		Address on File						
Carol Harry		Address on File						
Carol Mancino		Address on File						
Carol Thebado		Address on File						
Caroline Cecka		Address on File						
Caroline Kessler		Address on File						
CAROLYN GRIGSBY REGALA		Address on File						
CAROLYN LOREY		Address on File						
CAROLYN REGALA		Address on File						
Carothers, Charles		Address on File						
Carpenter, Julie		Address on File						
Carr - Camper, Sara M.		Address on File						
Carr, Allison		Address on File						
Carrico, Sydney		Address on File						
CARRIE ANN ELROD		Address on File						
Carrier Corporation		29917 Network Place			Chicago	IL	60673-1299	
Carrillo Maldonado, Candy		Address on File						
Carrillo, Claudia		Address on File						
Carrillo, Kathleen M.		Address on File						
Carrington, Terrill L.		Address on File						
Carris, Jason R.		Address on File						
Carroll, Kristen L.		Address on File						
Carroll, Taylor		Address on File						
Carson, Dawn		Address on File						
Carswell Enterprises dba Fish Window Cleaning		PO Box 832674			Richardson	TX	75083	
Carter II, Roland L.		Address on File						
Carter, Alexandria J.		Address on File						
Carter, Andrea L.		Address on File						
Carter, Angelic O.		Address on File						
Carter, Arnettia R.		Address on File						
Carter, Barbara A.		Address on File						
Carter, Brandon		Address on File						
Carter, Bryce M.		Address on File						
Carter, Dayvon		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Carter, Kyle		Address on File						
Carter, Malcolm X.		Address on File						
Carter, Rebecca		Address on File						
Carter, Tara		Address on File						
Carter-Pierce, Kareem		Address on File						
Caruso, Sara		Address on File						
Caruth Jr., Atland		Address on File						
Caruthers, Melynda		Address on File						
Carvajal, Christine		Address on File						
Caryl M. Stern		Address on File						
Casa Collective Limited		7/F Park Fook Industrial Building			Hong Kong			China
CASA COLLECTIVE LIMITED		10B, Park Fook Industrial Building	615-617 Tai Nan West Street		Hong Kong		000	China
Casalegno Marro, Olivier		Address on File						
Casanova III, Gabriel		Address on File						
Casanova, Arthur		Address on File						
Case, Robert		Address on File						
Case, Seth		Address on File						
Casey, Alana		Address on File						
Cashmaster USA 2020, Inc		9665 Tradeport Drive			Orlando	FL	32827	
Cashmaster USA, Inc.		9665 Tradeport Drive			Orlando	FL	32827	
CashStar, Inc.		25 Pearl Street	2nd Floor		Portland	ME	04101	
Casiano, Abdel		Address on File						
Casias, Gavin		Address on File						
Casillas, Christopher J.		Address on File						
CASPARI		111 East High St			Charlottesville	VA	22902	
CASPARI		1100 E High St			Charlottesville	VA	22902	
Caspari		99 Cogwheel Lane			Seymour	CT	06483	
Caspari, Inc	Michael Wowk	99 Cogwheel Lane			SEYMOUR	CT	06483	
Cassandra Haire dba Simply Serene Home		Address on File						
CASSANDRA LYN MCGINTY		Address on File						
Cassara, Kristina A.		Address on File						
Cassarino, Lorraine		Address on File						
Cassell, Nicole E.		Address on File						
Castaneda, Luna		Address on File						
Castanou, Alva L.		Address on File						
Casteel, Aaron		Address on File						
Castellano-Martinez, Angelo		Address on File						
Castellanos, Andy E.		Address on File						
Castellanos, Sophia L.		Address on File						
Castellon, Paolo		Address on File						
Caster Depot		Dept 9014 P.O.BOX 30516			Lansing	MI	48909-8016	
Castillo Ibarra, Eduardo		Address on File						
Castillo, Allan R.		Address on File						
Castillo, Amanda		Address on File						
Castillo, Gabriel A.		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Castillo, Jamison		Address on File						
Castillo, Jerome S.		Address on File						
Castillo, Leonel E.		Address on File						
Castillo, Lizbeth		Address on File						
Castillo, Maria D.		Address on File						
Castillo, Moises		Address on File						
Castillo, Nasser A.		Address on File						
Castillo, Richard		Address on File						
Castillo, Rose M.		Address on File						
Castillo-Hernandez, Helen		Address on File						
Castleberry, James R.		Address on File						
Castleberry, Lezlie J.		Address on File						
Castorena, Elizabeth L.		Address on File						
Castranova, Traci D.		Address on File						
Castro, Abel		Address on File						
Castro, Estefany		Address on File						
Castro, Kelly A.		Address on File						
Castro, Raydaisis		Address on File						
Castro, Traci C.		Address on File						
CAT DANG HANDCRAFT CO., LTD		151 Cong Hoa St. Ward 12	Tan Binh	Tan Binh	Ho Chi Minh		84	Vietnam
Catahoula Parish Sales Tax Fund		P.O. Box 250			Vidalia	LA	71373	
Catchings, Tracey		Address on File						
Cates, Jason		Address on File						
CATHERINE FELIZ SERRANO		Address on File						
CATHERINE KELSO BENDIN		Address on File						
Catherine Krabbenschmidt		Address on File						
CATHERINE PRIEST		Address on File						
Catherine Sestokas		Address on File						
Catherine VanVolkenburg/ Accent on Organizing		Address on File						
Cathey, Joel		Address on File						
CATHY BROOKS-FINE		Address on File						
Cathy Kemp		Address on File						
Catto, Jillian		Address on File						
Catton, Michelle		Address on File						
Catucci, Dan		Address on File						
Cavanagh, Linda R.		Address on File						
Caven, Samantha M.		Address on File						
Caviar La Llc		6320 W Sunset Blvd			Los Angeles	CA	90028-7303	
Cavin Law, PLLC.		PO Box 1091			Guthrie	OK	73044	
Cawthon, Nigel		Address on File						
Caydam, Alexis		Address on File						
CBC Group Inc.		5226 S 31st Place			Phoenix	AZ	85040	
CBD Consolidated LLC DBA Slipstick USA		1000 Apollo Rd STE B-03			Eagan	MN	55121	
CBI Parallels		350 N Clark	Suite 700		Chicago	IL	60654	
CBRE/Google		6055 Primacy Parkway Suite 3	Attn Don Howton		Memphis	TN	38119	

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
CDL Holdings DBA Neat Method Beverly Hills		3221 Overland Ave. #2223			Los Angeles	CA	90034	
CDW		200 N Milwaukee Ave			Vernon Hills	IL	60061	
CDW Direct, LLC		200 N Milwaukee Ave			Vernon Hills	IL	60061	
CDW Direct, LLC		PO Box 75723			Chicago	IL	60675-5723	
Cebolla Fine Flowers		4415 Lovers Lane			University Park	TX	75225	
Cecilia Moyer		Address on File						
CECILIA ROBINSON		Address on File						
Celaya-Alcala, Tania		Address on File						
Celeste Farrar		Address on File						
Celestino, Aylin L.		Address on File						
Celsie Sneden dba CGS Services LLC		Address on File						
cenno, Fred		Address on File						
Centeno, Josibel		Address on File						
Centeno, Kimberly		Address on File						
Center for BrainHealth	The Frances & Mildred Goad Bldg.	2200 Mockingbird Lane			Dallas	TX	75235	
Centercal Properties, LLC		1600 E. Franklin Avenue Suite A			El Segundo	CA	90245	
CenterPoint Energy	CenterPoint Energy, Inc.	1111 Louisiana Street			Houston	TX	77002	
CenterPoint Energy		P.O. Box 4981			HOUSTON	TX	77210-4981	
CenterPoint Energy Minnegasco	CenterPoint Energy, Inc.	505 Nicollet Mall			Minneapolis	MN	55402	
CenterPoint Energy Minnegasco		PO BOX 4671			HOUSTON	TX	77210-4671	
Centnarowicz, Alyssa		Address on File						
Century 360 / Century Fire Protection		2450 Satellite Blvd			Duluth	GA	30096	
Century City Mall, LLC	COO-Operations	c/o Westfield Corporation, Inc.	11601 Wilshire Blvd, 12th Floor		Los Angeles	CA	90025-1748	
Century City Mall, LLC	Office of Legal Counsel	c/o Westfield Corporation, Inc.	11601 Wilshire Blvd, 12th Floor		Los Angeles	CA	90025-1748	
Century City Mall, LLC		1801 Avenue of the Stars Suite 833			Los Angeles	CA	90067	
Century Distribution Systems, Inc.		4860 Cox Road	Suite 210		Glen Allen	VA	23060	
Century Domestic Distribution Services, LLC		4860 Cox Road	Suite 210		Glen Allen	VA	23060	
Century Express		4860 Cos Road	Suite 210		Glen Allen	VA	23060	
CenturyLink	c/o Lumen Technologies, Inc.	100 CenturyLink Drive			Monroe	LA	71203	
CenturyLink Summary		PO BOX 52187			PHOENIX	AZ	85072-2187	
Cerda, Roque A.		Address on File						
Cerda, Veronica		Address on File						
Cerda-Nolasco, German		Address on File						
Cerifi LLC		3625 Brookside Parkway Suite 450			Alpharetta	GA	30022	
Ceron, Ana		Address on File						
Ceron, Dustin		Address on File						
Cerullo, Kerri A.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Cervantes, Irene H.		Address on File						
Cervantes, Maria C.		Address on File						
Cesa, Kathleen K.		Address on File						
Cesario, Paul		Address on File						
Cesena, Teresa L.		Address on File						
Cevallos, Isabel		Address on File						
CFC Underwriting Limited		85 Gracechurch Street			London		EC3V 0AA	United Kingdom
Cha, Christopher K.		Address on File						
Cha, Kay		Address on File						
Chainalytics LLC		3225 Cumberland Blvd SE, Suite 100			Atlanta	GA	30339	
Chalfant, Cathy D.		Address on File						
Chamberlain, Ellen V.		Address on File						
Champion, Kathleen		Address on File						
Chan, Molly M.		Address on File						
Chana Kraus		Address on File						
Chana Kraus		Address on File						
Chandler Raney		Address on File						
Chandonia, Jasmyne L.		Address on File						
Chandra, Husin		Address on File						
Chaney, Kaiyah N.		Address on File						
Chang, Troy E.		Address on File						
Chantell Dennis		Address on File						
Chapa, Roberto C.		Address on File						
Chaparro, Catharine K.		Address on File						
Chapman, Ayanna B.		Address on File						
Chapman, JShay S.		Address on File						
Chapman, Justin L.		Address on File						
Chappell, Jason		Address on File						
Chappell, Natasha L.		Address on File						
Chapple, Delores		Address on File						
CHARACTER		321 N Loomis Street Ste 101			Chicago	IL	60607	
Charboneau, Austin L.		Address on File						
CHARLES ARTHUR HITT		Address on File						
Charles Edward Tyson		Address on File						
Charles Kevin Hinds		Address on File						
Charles Kranz DBA Jump Start A Heart LLC		Address on File						
Charles, Christian T.		Address on File						
Charles, Earl		Address on File						
Charley, Tercell H.		Address on File						
Charlotte Clover		Address on File						
Charlotte Schutzman dba All Moving Matters		Address on File						
Charter Communications		400 Washington Blvd.			Stamford	CT	06902	
Charter Communications		PO BOX 223085			Pittsburgh	PA	15251-2085	
Charter Communications		BOX 223085			Pittsburgh	PA	15251-2085	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Charter Communications Operating, LLC	Attn Commercial Customer Agreements	Corporate - Legal Operations	12405 Powerscourt Drive		St. Louis	MO	63131	
Charters, Tracey A.		Address on File						
Chase, Ashley L.		Address on File						
Chase, Shania L.		Address on File						
Chase, Shaynea E.		Address on File						
Chase, Stephanie A.		Address on File						
Chastain, Eva		Address on File						
Chatham, Lisa A.		Address on File						
Chatzidakis, Crystal A.		Address on File						
Chauteh, Mark		Address on File						
Chavarria, William		Address on File						
Chavers, Jalen		Address on File						
Chavez Jr., Eugenio		Address on File						
Chavez Jr., Zachary A.		Address on File						
Chavez, Alejandro J.		Address on File						
Chavez, Barbara		Address on File						
Chavez, Blanca E.		Address on File						
Chavez, Cyle L.		Address on File						
Chavez, Kimberly		Address on File						
Chavez, Lorenzo		Address on File						
Chavis, Keyanti		Address on File						
Cheatem, Ania S.		Address on File						
Checkmarx Inc		140 E Ridgewood Avenue	Suite 415 South Tower		Paramus	NJ	07652	
CheckSammy Inc		7801 Alma Dr, Suite #105-281			Plano	TX	75025	
Cheek, Suzanne		Address on File						
Cheeks, Jalen		Address on File						
Cheever, Mayra G.		Address on File						
Chelsea Rivas		Address on File						
Chen, Monica E.		Address on File						
Cheney, Lynnea		Address on File						
Cheney, Nicholas		Address on File						
Chenoweth, William A.		Address on File						
Chepkonga, Monicah		Address on File						
Cherry Bekaert		Address on File						
Cherry Hill Center, LLC	General Counsel	c/o PREIT Services, LLC	One Commerce Square		Philadelphia	PA	19103	
Cherry Hill Center, LLC		2000 Route 38, Suite 514			Cherry Hill	NJ	08002	
Cherry, Tyshaun		Address on File						
Chertok, Deborah R.		Address on File						
Cherwalk, Victoria P.		Address on File						
Chery, Cendy		Address on File						
CHERYL D THOMPSON		Address on File						
CHERYL IMELDA HAMPTON		Address on File						
CHERYL PARSONS		Address on File						
Chesbrough, Ashley		Address on File						
Cheshire, Clinton		Address on File						
Chesser, Tracey M.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Chestnut Hill Shopping Center LLC	Attn Lease Compliance Dept.	33 Boylston St., Suite 3000			Chestnut Hill	MA	02467	
Chestnut Hill Shopping Center LLC		33 Boylston St	Suite 3000		Chestnut Hill	MA	02467	
CHET KEIZER		Address on File						
Chiaro, Joshua		Address on File						
Chiaro, Mary L.		Address on File						
Chicago Tribune		P.O. Box 8029			Willoughby	OH	44096	
Chicago Tribune		14839 Collections Center Drive			Chicago	IL	60693-0148	
Chico, Raquel		Address on File						
Chieza I, Shelter		Address on File						
Child, Steven R.		Address on File						
Childers, Jocelyn		Address on File						
Childrens Health		1935 Medical District Drive	Attn Accounts Payable		Dallas	TX	75235	
Childress, Jordan A.		Address on File						
CHILEWICH SULTAN LLC		39 West 19th St	11th Floor		NEW YORK	NY	10011	
Chilewich Sultan LLC		44 East v32nd Street			New York	NY	10016	
Chillette, Samuel		Address on File						
Chimney Rock Crossing West, LLC	c/o Regency Centers Corporation	Four Radnor Corporate Center	100 Matsonford Rd, Suite 510		Radnor	PA	19087	
Chimney Rock Crossing West, LLC	Lease Administration	c/o Regency Centers Corporation	One Independent Dr		Jacksonville	FL	32202-5019	
Chimney Rock Crossing West, LLC	Legal Department	c/o Regency Centers Corporation	One Independent Dr		Jacksonville	FL	32202-5019	
Chin, Michelle		Address on File						
Chinea, Nicolas		Address on File						
Chintam, Kalyan		Address on File						
Chipeco, Ma Rosario Remedios V.		Address on File						
Chiquito, Gabriela		Address on File						
Chitwood, Shelby		Address on File						
Chmielewski, Lauri J.		Address on File						
Choal, Caitlyn		Address on File						
Chodzin, Rebecca B.		Address on File						
Chodzin, Thomas E.		Address on File						
Choi, Cindy		Address on File						
Choi, Zaesun J.		Address on File						
Chon, Andrew		Address on File						
Choquette, Natalie		Address on File						
Choquette, Nicole		Address on File						
Choy, Lily		Address on File						
Chramowicz, Courtney		Address on File						
Chris DePippo		Address on File						
CHRIS FOTI		Address on File						
Chris Lind		Address on File						
Chris Loves Julia LLC		106 Symphony Ct			Cary	NC	27502	
Chris Silversmith		Address on File						
Chris Watson		Address on File						
CHRISLIE KNOTT		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Christa Collins	Providence One Builders, LLC	Address on File						
Christa Collins		Address on File						
Christensen, Ashley R.		Address on File						
Christensen, Janice		Address on File						
Christian Poma Vasquez		Address on File						
Christiana Fashion Center, LLC		P.O. Box 7189			Wilmington	DE	19803	
Christiana Fashion Centre LLC	c/o AP Realty Group LLC	P.O. Box 7189			Wilmington	DE	19803	
Christina Cooper		Address on File						
Christina Theoharis		Address on File						
CHRISTINE ANN SMITH		Address on File						
Christine Kearney		Address on File						
Christley, Kimberly A.		Address on File						
Christley, Timothy A.		Address on File						
Christofi, Mark		Address on File						
CHRISTOPHER ALAN CRAWFORD		Address on File						
CHRISTOPHER ROBERT MORGAN		Address on File						
Christopher Sabat		Address on File						
Christy D. Talese, CPO		Address on File						
CHRISTY QUINN		Address on File						
Chrystal Champagne		Address on File						
Chu LLC dba Chuco		PO Box 10001			Oakland	CA	94610	
Chu, Gloria M.		Address on File						
Chu, Matthew		Address on File						
Chu, Olivia B.		Address on File						
Chubb		5505 N Cumberland Ave., Suite 301			Chicago	IL	60656	
Chubb		P.O. Box 15054			Wilmington	DE	19850	
Chuck, Matthew R.		Address on File						
CHUG, INC.		7157 Shady Oak Road			Eden Prairie	MN	55344	
Chug, Inc.		411 Washington Ave N			Minneapolis	MN	55401	
Chung, Jesse		Address on File						
Chung, JonLin		Address on File						
Church, Theresa		Address on File						
Church, Tiffany N.		Address on File						
Ciampi, Julie A.		Address on File						
Cianfichi, Lidia C.		Address on File						
Ciaramello, Frank		Address on File						
CIE RICH REPRESENTACIONES SL		Calle Manuel Tovar 25	Piso 4		Madrid		28034	Spain
CIE RICH REPRESENTACIONES SL		CALLE SANGLAS 21 POL. IND.	PRADO CONCEJIL		LOECHES		28890	Spain
Cifuentes, Diego J.		Address on File						
Cigna Health and Life Insurance Company	CHLIC	5476 Collection Center Drive			Chicago	IL	60693	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
CIGNA Life Insurance Company of New York		PO Box 783072			Philadelphia	PA	19178	
Cillie, Amy D.		Address on File						
Cimo, Laura C.		Address on File						
CINCHA TRAVEL		200 LAKESIDE DR	804		OAKLAND	CA	94612	
Cindy Alexander		Address on File						
Cindy Fassler	Jana Eisinger, Esq.	Law Office of Jana Eisinger, PLLC	4610 South Ulster Street, Suite 150		Denver	CO	80237	
Cindy Fassler	Jeremy Y. Weltman, Esq. Adam G. Gutbezahl, Esq.	Ruberto, Israel & Weiner, P.C.	255 State Street, 7th Floor		Boston	MA	02109	
Cindy Fassler	Lynn R. Agre	GLENN AGRE BERGMAN & FUENTES LLP	44 MONTGOMERY STREET, SUITE 2410		SAN FRANCISCO	CA	94104	
Cindy Fassler	Timothy Eider, Esq. Kristofer A. Nelson, Esq.	TRE LEGAL PRACTICE, LLC	1155 Market Street, 10th Floor		San Francisco	CA	94103	
Cindy Love		Address on File						
Cintas		P.O. Box 630803			Cincinnati	OH	45263-0803	
Cintas		P.O. Box 631025			Cincinnati	OH	45263-1025	
Cintas Fire Protection F75/F94		P.O. Box 636525			Cincinnati	OH	45263	
Cintas First Aid & Safety		P.O. Box 631025			Cincinnati	OH	45263-1025	
Cintron, Luis A.		Address on File						
Cintron, Milton E.		Address on File						
Ciornei, Mihail D.		Address on File						
CIPIO, Inc.		1765 Greensboro Station Pl	Suite 900		McLean	VA	22102	
Ciprian, Julio M.		Address on File						
Cipriano, Joseph R.		Address on File						
Cirnigliaro, Wai Kei Vickie		Address on File						
Cirone, Sydney A.		Address on File						
Cirque		2500 North Houston St			Dallas	TX	75218	
Cisco - Eagle, Inc.		Department 1225			Tulsa	OK	74182	
Cisneros III, Salvador I.		Address on File						
Cisneros Murillo, Andrea		Address on File						
Citibank, N.A.	Rola Tsengpappalardo	388 Greenwich Street, 17th Floor			New York	NY	10013	
Citizens Energy Group		2020 North Meridian St.			Indianapolis	IN	46202	
Citizens Energy Group		PO Box 7056			Indianapolis	IN	46207-7056	
City and County of Broomfield		PO Box 407			Broomfield	CO	80038-0407	
City and County of Denver	Excise and License Alarm Division	PO Box 650781			Dallas	TX	75265-0781	
City and County of Denver	Manager of Revenue Treasury Division	P.O. Box 17430			Denver	CO	80217-0430	
City and County of Denver		PO Box 733422			Dallas	TX	75373	
City and County of Denver		201 W Colfax Ave			Denver	CO	80202	
City and County of Denver		PO Box 17420			Denver	CO	80217-0420	
City of Albuquerque		P.O. Box 25700			Albuquerque	NM	87125-5700	
City of Alpharetta		P.O. Box 349			Alpharetta	GA	30009-0349	
City of Alpharetta		PO Box 117022			Atlanta	GA	30368-7022	
City Of Arlington	Arlington Police Department	P.O. Box 1065			Arlington	TX	76004-1065	
City Of Arlington		P. O. Box 90231	MS 07-0100		Arlington	TX	76004-0231	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
City of Arvada	Sales Tax Division	PO Box 8101			Arvada	CO	80001-8101	
City of Atlanta		Po Box 105288			Atlanta	GA	30348-5288	
City Of Atlanta - Business	Atlanta False Alarm Reduction	PO Box 936104			Atlanta	GA	31193-6104	
City Of Atlanta - Business		Municipal Revenue Collector	Po Box 105288		Atlanta	GA	30348-5288	
City of Atlanta, GA-Dept of Watershed Mg		72 Marietta Street NE			Atlanta	GA	30303	
City of Atlanta, GA-Dept of Watershed Mg		PO Box 105275			ATLANTA	GA	30348-5275	
City of Austin, TX		PO Box 2267			Austin	TX	78783-2267	
City of Austin, TX		4815 Mueller Blvd			Austin	TX	78723-3573	
City of Beachwood		25325 Fairmount Blvd			Beachwood	OH	44122	
City of Bellevue		P.O. Box 90012			Bellevue	WA	98009-9012	
City of Bellevue		P.O. Box 740664			Los Angeles	CA	90074-0664	
City of Boulder Dept of Finance	Sales/Use Tax Division	PO Box 791			Boulder	CO	80306-0791	
City of Brentwood		2348 S. Brentwood Blvd			Brentwood	MO	63144	
City of Centennial		PO Box 17383			Denver	CO	80217	
City of Charlotte NC		PO Box 31032			Charlotte	NC	28231-1032	
City Of Chicago Dept. Of Revenue		Hansen IPI	PO Box 95242		Chicago	IL	60694-5242	
City Of Chicago Dept. Of Revenue		False Burglar Alarm Unit P. O. Box 4956			Chicago	IL	60680-4956	
City of Chicago, IL- Dept. of Water	Jardine Water Treatment Plant	1000 East Ohio Street			Chicago	IL	60611	
City of Colorado Springs		30 S Nevada Avenue	Suite 203		Colorado Springs	CO	80903	
City of Coppell Alarm Program		PO Box 140545			Irving	TX	75014	
City of Coppell, TX		255 E Parkway Boulevard			Coppell	TX	75019	
City of Coppell, TX		P.O. Box 9478			Coppell	TX	75019	
City Of Costa Mesa	City of Costa Mesa - Finance Department	77 Fair Drive, 1st Floor			Costa Mesa	CA	92626	
City Of Costa Mesa		77 Fair Drive, 1st Floor			Costa Mesa	CA	92626	
City of Cranston	Cranston City Hall	869 Park Ave			Cranston	RI	02910	
City of Cranston	Tax Collector	PO Box 1177			Providence	RI	02901-1177	
City of Cranston		869 Park Ave			Cranston	RI	02910	
City of Dallas, TX	Water Utilities	1500 Marilla Street, Room 4A North			Dallas	TX	75201	
City of Dallas, TX		CITY HALL 2D South			Dallas	TX	75277	
City of Dunwoody		P.O. Box 888074			Dunwoody	GA	30356	
City of Dunwoody		41 Perimeter Center East, Suite 250			Dunwoody	GA	30346	
City of Dunwoody		4800 Ashford Dunwoody Road			Dunwoody	GA	30338	
City of El Segundo	Attn Fire Department	350 Main Street			El Segundo	CA	90245	
City of El Segundo		350 Main Street			El Segundo	CA	90245	
City of El Segundo Water Dept, CA		350 Main Street			El Segundo	CA	90245	
City of El Segundo Water Dept, CA		PO Box 101426			Pasadena	CA	91189-1426	
City of Elmhurst		209 N YORK ST			ELMHURST	IL	60126	
City of Englewood, CO		1000 Englewood Parkway			Englewood	CO	80110	

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
City Of Fort Worth, The	City of Fort Worth	PO Box 99005			Fort Worth	TX	76199-0005	
City of Foster City/Emid		610 FOSTER CITY BLVD			FOSTER CITY	CA	94404	
City of Germantown		PO Box 5171			Memphis	TN	38101	
City of Germantown, TN		1930 S. Germantown Road			Germantown	TN	38138	
City of Germantown, TN		PO Box 2274			Memphis	TN	38101-2274	
City of Glendale		950 South Birch Street			Glendale	CO	80246-2599	
City of Glendale - Police Department		6835 N. 57th Drive			Glendale	AZ	85301	
City Of Glendale (AZ)		5850 West Glendale Avenue			Glendale	AZ	85301	
City of Glendale, AZ		P.O. Box 500			Glendale	AZ	85311-0500	
City of Glenwood Springs		P.O. Box 458			Glenwood Springs	CO	81602	
City of Golden		P.O. Box 5885			Denver	CO	80217	
City of Greeley		P.O. Box 1648			Greeley	CO	80632	
City of Hallandale Beach		400 S Federal Highway			Hallandale Beach	FL	33009-6433	
City Of Houston-	City of Houston - Burglar Alarm Admin	PO Box 203887			Houston	TX	77216-3887	
City Of Houston-		PO Box 3625			Houston	TX	77253	
City Of Houston, Sign Administration		PO Box 2688			Houston	TX	77252-2688	
City of Houston, TX - Water/Wastewater		PO Box 1560			HOUSTON	TX	77251-1560	
City of Houston, TX - Water/Wastewater		611 Walker St			Houston	TX	77002	
City of Indianapolis		200 E. Washington St.	Ste 2260		Indianapolis	IN	46204	
City of Little Rock	Treasury Management Division	500 West Markham Street Suite 100			Little Rock	AR	72201-1497	
City of Little Rock		500 West Markham Street Suite 100			Little Rock	AR	72201-1497	
City of Lone Tree		9220 Kimmer Dr, Suite 100			Lone Tree	CO	80124	
City of Lone Tree		Department 1882			Denver	CO	80291-1882	
City of Longmont		350 Kimbark Street			Longmont	CO	80501	
City of Los Angeles, The	Finance False Alarms LBX	P.O. Box 102655			Pasadena	CA	91189	
City of Los Angeles, The	Office of Finance	P.O Box 51112			Los Angeles	CA	90051	
City of Los Angeles, The		201 N. Figueroa			Los Angeles	CA	90012	
City of New Orleans		PO Box 61840			New Orleans	LA	70161	
City of Newton	Dept of Weights and Measures	1000 Commonwealth Avenue			Newton Centre	MA	02459	
City of Newton		P.O. Box 9137			Newton	MA	02460-9137	
City of Novi		PO BOX 33321			Detroit	MI	48232-5321	
City of Novi		Drawer 67	PO BOX 33321		Detroit	MI	48232-5321	
City of Oklahoma City, OK		420 W Main St Ste 501			Oklahoma City	OK	73102	
City of Oklahoma City, OK		PO BOX 26570			Oklahoma City	OK	73126-0570	
City of Orlando		400 S. Orange Avenue			Orlando	FL	32801	
City of Oxnard	Oxnard False Alarm Reduction Program	PO Box 741223			Los Angeles	CA	90074	
City of Oxnard	Oxnard Fire Department	360 West Second Street			Oxnard	CA	93030	
City of Oxnard		214 South C St.			Oxnard	CA	93030	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
City of Oxnard, CA		214 South C St			Oxnard	CA	93030-5712	
City of Oxnard, CA		300 W 3rd St.			Oxnard	CA	93030	
City of Palm Beach Gardens		10500 N. Military Trail			Palm Beach Gardens	FL	33410	
City of Palo Alto	Palo Alto Police Dept-Alarm Officer	275 Forest Ave			Palo Alto	CA	94301	
City of Palo Alto		PO Box 743019			Los Angeles	CA	90074-3019	
City of Palo Alto		275 Forest Ave			Palo Alto	CA	94301	
City of Palo Alto Utilities, CA		PO Box 51019			Los Angeles	CA	90051-5319	
City of Palo Alto Utilities, CA		250 Hamilton Ave			Palo Alto	CA	94301	
City of Pasadena	Finance - Accounts Receivable	100 N. Garfield Ave. Rm N123 PO Box 7115			Pasadena	CA	91109-7215	
City of Pasadena	Finance- Accounts Receivable	100 N Garfield Avenue N106 PO Box 7115			Pasadena	CA	91109	
City of Pasadena	Pasadena Fire Recovery Program	PO Box 748631			Los Angeles	CA	90074-8631	
City of Peabody	Peabody Police Department	6 Allens Lane			Peabody	MA	01960	
City of Peabody		6 Allens Lane			Peabody	MA	01960	
City of Peabody		PO Box 3047	Attn Personal Property Payments		Peabody	MA	01961-3047	
City of Peabody, MA		24 Lowell St.			Peabody	MA	01960	
City of Peabody, MA		PO Box 3047			Peabody	MA	01961-3047	
City of Phoenix	Planning @ Development Department	PO Box 29103			Phoenix	AZ	85038-9103	
City of Phoenix, AZ		PO Box 29100			PHOENIX	AZ	85038-9100	
City of Phoenix, AZ		200 W. Washington Street	Phoenix City Hall		Phoenix	AZ	85003	
City Of Plano Police Dept.		Alarm Unit P. O. BOX 860358			Plano	TX	75086-0358	
City of Plano, TX		1520 K Avenue	Plano Municipal Center		Plano	TX	75074	
City of Plano, TX		P.O. Box 861990			Plano	TX	75086-1990	
City of Richmond, VA		PO Box 71210			Charlotte	NC	28272-1210	
City of Richmond, VA		900 E. Broad Street			Richmond	VA	23219	
City Of San Antonio	SAPD Alarms Office	315 South Santa Rosa St.			San Antonio	TX	78207	
City of San Francisco Dept of Public Health	Department of Public Health	49 South Van Ness Avenue #600			San Francisco	CA	94103	
City of San Jose		801 N. 1st St. #217			San Jose	CA	95110	
City of San Mateo, CA		330 W 20th Ave			San Mateo	CA	94403	
City of Southlake	Utility Billing Department	1400 Main Street Suite 200			Southlake	TX	76092	
City of Southlake		P.O Box 143276			Irving	TX	75014	
City of Tampa	Business Tax Div.	PO Box 2200			Tampa	FL	33601-2200	
City of Tampa		PO Box 2200			Tampa	FL	33601-2200	
City of Tampa Utilities		306 East Jackson Street			Tampa	FL	33602	
City of Tampa Utilities		PO Box 30191			Tampa	FL	33630-3191	
City of Thousand Oaks		2100 Thousand Oaks Blvd.			Thousand Oaks	CA	91362	
City of Troy	Attn Tax Department	500 West Big Beaver Road			Troy	MI	48084	
City of Troy		500 West Big Beaver Road			Troy	MI	48084	
City of Troy, MI		PO Box 554743			Detroit	MI	48255-4753	
City of Tualatin	Police Department	8650 SW Tualatin Road			Tualatin	OR	97062	
City of Tualatin		18880 SW Martinazzi Avenue			Tualatin	OR	97062	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
City of Tualatin, OR		18880 SW Martinazzi Ave			Tualatin	OR	97062-7092	
City of Tucson		255 W. Alameda			Tucson	AZ	85701	
City of Tukwila		6200 Southcenter Blvd			Tukwila	WA	98188-2544	
City of Walnut Creek		1666 North Main Street			Walnut Creek	CA	94596	
City of Wauwatosa		1700 N. 116th St.			Wauwatosa	WI	53226	
City of Wauwatosa		7725 W. North Ave			Wauwatosa	WI	53213	
City of Wauwatosa-Water		BIN 88445			Milwaukee	WI	53288-0445	
City of Wheat Ridge		7500 W. 29th Avenue			Wheat Ridge	CO	80033	
City of White Plains	Dept of Public Safety, Code Enfrcmnt Off	77 South Lexington Avenue			White Plains	NY	10601	
City of White Plains		70 Church Street			White Plains	NY	10601	
City of White Plains		255 Main Street			White Plains	NY	10601	
City of White Plains		PO Box 5086			White Plains	NY	10602-5086	
City of White Plains, NY		PO Box 5064			White Plains	NY	10602	
City of Yonkers		87 Nepperhan Ave	5th Floor		Yonkers	NY	10701	
City of Yonkers		40 S. Broadway	Room 102		Yonkers	NY	10701	
City Treasurer-Public Utilities Dept		PO Box 129020			San Diego	CA	92112-9020	
City Treasurer-Public Utilities Dept		1200 Third Ave Suite 100			San Diego	CA	92101	
City Treasurer-San Diego	City Of San Diego-Developmt Sv	1222 First Ave., Ms-301,			San Diego	CA	92101	
City Treasurer-San Diego	San Diego Police Department	Permits Licensing MS 735 PO Box 121431			San Diego	CA	92112	
City Treasurer-San Diego		1222 First Ave., Ms-301,			San Diego	CA	92101	
Cityline at Tenley, Inc		PO Box 6149			Hicksville	NY	11802-6149	
CITYLINE TENLEY OWNER LLC	c/o Lincoln Property Company	2300 N Street, NW			Washington	DC	20037	
CITYLINE TENLEY OWNER LLC	c/o Lincoln Property Company	811 Douglas Ave, Suite 600			Dallas	TX	75225	
Cityline Tenley Owner LLC		2300 N Street, NW			Washington	DC	20037	
Clafin, Cory		Address on File						
Claiborne, LaTonya S.		Address on File						
Clair, Jeffrey W.		Address on File						
Claire Pelletier		Address on File						
Claire Piepenburg		Address on File						
CLAIRE REBECCA DAVIS		Address on File						
Clairsaint-Moore, Imani		Address on File						
Clara Kann		Address on File						
Clarence Davids & Co		22901 S Ridgland Avenue			Matteson	IL	60443	
Clarendon Regency I, LLC	Leasing/Legal	c/o Regency Centers	One Independent Dr., Suite 114		Jacksonville	FL	32202-5015	
Claris International		1 Apple Park Way			Cupertino	CA	95014-0642	
Claritas		8044 Montgomery Road Suite 455			Cincinnati	OH	45236-0714	
Clark County		500 S. Grand Central Pkwy			Las Vegas	NV	89106	
Clark County Assessor		PO Box 551401			Las Vegas	NV	89155-1401	
Clark County Department of Business License		500 S. Grand Central Pkwy			Las Vegas	NV	89106	
Clark III, Oliver J.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Clark III, William H.		Address on File						
Clark Ventures LLC		3000 Rivermeade Drive			Atlanta	GA	30327	
Clark Ventures LLC		3621 Vinings Slope	Suite 4400		Atlanta	GA	30339	
Clark, Alexie K.		Address on File						
Clark, April M.		Address on File						
Clark, Ebony		Address on File						
Clark, Inga J.		Address on File						
Clark, Jayden		Address on File						
Clark, Jensine P.		Address on File						
Clark, John P.		Address on File						
Clark, Lauren		Address on File						
Clark, Lindsey		Address on File						
Clark, Merelyn E.		Address on File						
Clark, Undray A.		Address on File						
Clarke, Freda L.		Address on File						
Clarke, Jeremie A.		Address on File						
Clarke, Morgan J.		Address on File						
Clarke, Vivian C.		Address on File						
Clark-Zamoider, Joseph T.		Address on File						
Claros, Mireya		Address on File						
Claros, Tatiana		Address on File						
CLAUD HARDRICK JR		Address on File						
Claude, Myhaja		Address on File						
Claudia Chadbourne		Address on File						
Claudia De Los Santos		Address on File						
Claudio, Wanda Y.		Address on File						
Clay, Neal		Address on File						
Clayton, Bethany M.		Address on File						
Clayton, Courtney		Address on File						
Clean Earth Environmental Solutions, Inc.		29338 Network Place			Chicago	IL	60673	
Clean Mama, LLC.		0N367 Feece Court			Geneva	IL	60134	
Clean Scapes - Ausin LLC		PO Box 203070			Austin	TX	78720	
CleanTrvlr, LLC		6165 Rivershore Parkway			Sandy Springs	GA	30328	
Clear and Simple Solutions, LLC		6 Shenandoah Circle			South Barrington	IL	60010	
Clear Creek I.S.D. Tax Office		P.O. Box 799			Leauge City	TX	77574	
Clear Solutions Inc		P.O. Box 2458			W. Brattleboro	VT	05303	
CLEAR SOLUTIONS INC.		73 Monument Road			Hinsdale	NH	03451	
Clear Staff, Inc		17W220 22ND STREET #340			Oak Brook	IL	60181	
Clear Systems		13438 Wyandotte St			North Hollywood	CA	91605-4012	
Cleary, Michael		Address on File						
Clegg Sr., Andre A.		Address on File						
Clement, Juan		Address on File						
Clement, Patricia A.		Address on File						
Clement, Thomas		Address on File						
Clements Hickey, Karen R.		Address on File						
Clemson, Aaliyah		Address on File						
Clendenin, John T.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Clerk of Circuit Court		8 Church Circle, Room H-101			Annapolis	MD	21401	
Clerk of Circuit Court		50 Maryland Avenue, Room 1300			Rockville	MD	20850	
Clerk of the Court		50 Maryland Ave., Room 111			Rockville	MD	20850	
Clermont, Zoe		Address on File						
Clinefelter, Lynne M.		Address on File						
Clingan, Patricia A.		Address on File						
Clingingsmith, Garth		Address on File						
Clinton, Amanda		Address on File						
Clinton, Katelyn S.		Address on File						
Clinton, Philip		Address on File						
Clocker, Tomma R.		Address on File						
Clokey, Mitchell		Address on File						
Cloonan, Patricia A.		Address on File						
ClosetPro Software LLC		PO Box 4093			Middletown	NJ	07748	
Cloudflare		101 Townsend St			San Francisco	CA	94107-1934	
CloudTechner Private LLC		16 Alice Bradley Ln			Foxboro	MA	02035	
Clover, Karen		Address on File						
CNS Solutions LLC		22 Rice Ave			Staten Island	NY	10314	
Coar, Haleigh		Address on File						
Coare Merchandising LLC		473 Herkimer St.			Brooklyn	NY	11213	
COARE MERCHANDISING LLC		473 Herkimer Street, #2	#2		Brooklyn	NY	11213	
Coastal Organizing Company		27493 Paseo Lindero			San Juan Capistrano	CA	92675	
Coats III, Marvin S.		Address on File						
Coats, Dede L.		Address on File						
Cobb, Purita		Address on File						
Cobler, Morgan D.		Address on File						
Cobos, Tania B.		Address on File						
Coburn, Megan		Address on File						
Cochran, Kara D.		Address on File						
Cochran, Karlie		Address on File						
Cocozza Organizing & Design, LLC		4141 N Henderson Rd, #423			Arlington	VA	22203	
Coelho, Gianna D.		Address on File						
Coffaro, Rachel S.		Address on File						
Coffee n Clothes		23679 Calabasas Road #349			Calabasas	CA	91302	
Coffee, Leslie C.		Address on File						
Coffman, Zaakquery		Address on File						
Cofield, Terrell		Address on File						
Cogency Global Inc		10 East 40th Street	10th Floor		New York	NY	10016	
Coggan, Jolene		Address on File						
Cohen, Adiel		Address on File						
Cohen, Cynthia A.		Address on File						
Cohen, JNia		Address on File						
Cohen, Lori B.		Address on File						
Cohen, Manu		Address on File						
Cohn, Mara R.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Colangelo, Anna M.		Address on File						
Colbert, Zachary R.		Address on File						
Cole, Courtney M.		Address on File						
Cole, Judith		Address on File						
Cole, Maleijhia		Address on File						
Coleen Prendergast		Address on File						
Coleman, Alexander D.		Address on File						
Coleman, Amber C.		Address on File						
Coleman, Caprice		Address on File						
Coleman, Jarrod A.		Address on File						
Coleman, Jason A.		Address on File						
Coleman, Joshua		Address on File						
Coleman, Justin A.		Address on File						
Coleman, Kevin		Address on File						
Coleman, Nathaniel		Address on File						
Coles II, Tony		Address on File						
Coley, Jekorie B.		Address on File						
Colfelt, Madeline J.		Address on File						
COLLECTIVE HUB		3 Campbell Street			Bangalow	NSW	2479	Australia
Collector of Revenue	St. Louis County Department of Revenue	41 South Central Avenue			St. Louis	MO	63105	
Collector Sales Tax Department		P.O. Box 600			Homer	LA	71040	
Collier, Kristine		Address on File						
Collin Country, Tax Assessor Collector (McKinney)		P.O. Box 8046			Mckinney	TX	75070-8046	
Collins Jr., Antyonne L.		Address on File						
Collins, Alicia S.		Address on File						
Collins, Brett		Address on File						
Collins, Carrie J.		Address on File						
Collins, Christian C.		Address on File						
Collins, Davion		Address on File						
Collins, Emilee		Address on File						
Collins, Finnley G.		Address on File						
Collins, Jennifer K.		Address on File						
Collins, Luwam L.		Address on File						
Collins, Melissa A.		Address on File						
Collins, Michael A.		Address on File						
Collins, Nicole M.		Address on File						
Collins, Shalonda S.		Address on File						
Collins, Simone		Address on File						
Collins, Taylor		Address on File						
Colmet Daage, Beatrix C.		Address on File						
Colon, Anthony		Address on File						
Colony Hardware		PO Box 471999			Fort Worth	TX	76147	
Color Box Design & Letterpress LLC		9021 Angora Street			Dallas	TX	75218	
Color X, Inc.		P.O. Box 1997 Old Chelsea Station			New York	NY	10113	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Color X, Inc.		PO Box 1964			New York	NY	10156	
Colorado Attorney General	Attn Bankruptcy Department	Ralph L Carr Colorado Judicial Building	1300 Broadway, 10th Fl		Denver	CO	80203	
Colorado Department Of Revenue		PO Box 17087			Denver	CO	80217-0087	
Colorado Garden Foundation		959 S. Kipling Parkway Suite 100			Lakewood	CO	80226	
Colorado Springs Utilities		PO Box 340			Colorado Springs	CO	80901	
Colorado Springs Utilities		111 S Cascade Ave.			Colorado Springs	CO	80903	
Colorado State Treasurer	Unclaimed Property Division	1580 Logan Street Suite 500			Denver	CO	80203	
Columbia Gas of Ohio		PO Box 4629			Carol Stream	IL	60197-4629	
Columbia Gas of Ohio		290 W. Nationwide Blvd.			Columbus	OH	43215	
Columbia Gas of Virginia		PO Box 70319			PHILADELPHIA	PA	19176-0319	
Columbia Gas of Virginia		1809 Coyote Drive			Chester	VA	23836	
Colunga, Edgar N.		Address on File						
Colvin, Charmaine L.		Address on File						
Combs, Pamela A.		Address on File						
Combs, Stacey L.		Address on File						
Combs, Stephanie E.		Address on File						
Combs, William J.		Address on File						
Comcast		P O Box 4089			Carol Stream	IL	60126-1128	
Comcast Business		One Comcast Center			Philadelphia	PA	19103-2838	
Comcast Business		PO Box 4089			Carol Stream	IL	60126-1128	
Comdata Network, Inc		5301 Maryland Way	Suite 100		Brentwood	TN	37027	
ComEd	Exelon Business Services Company, LLC	440 S LaSalle St			Chicago	IL	60605	
ComEd		PO Box 6111			Carol Stream	IL	60197-6113	
Commerce Technologies, LLC dba CommerceHub		800 Troy-Schenectady Road, Suite 100			Latham	NY	12110	
Commercial Management Liability	Attn Professional Lines Underwriting Department	1221 Avenue of The Americas			New York	NY	10020	
Commet, Jacob		Address on File						
Commissioner of Labor & Workforce Development		PO Box 389			Trenton	NJ	08625-0389	
COMMON GOOD LLC		135 Kent Avenue Suite 8			Brooklyn	NY	11249	
Common Good, LLC		135 Kent Ave C8			Brooklyn	NY	11249	
Commonwealth of Massachusetts	State Treasurers Office, UCP Division	1 Ashburton Place, 12th Flr			Boston	MA	02108	
Commonwealth of Massachusetts		PO Box 7046			Boston	MA	02204	
Commonwealth of Massachusetts		P.O. Box 3982			Boston	MA	02241	
Commonwealth of Massachusetts		PO BOX 418268			Boston	MA	02241	
Commonwealth of Pennsylvania	Bureau of Unclaimed Property	1101 South Front Street	4th Floor Riverfront Office Center		Harrisburg	PA	17104-2516	
Commonwealth of Virginia	Dept. of Taxation, Office of Compliance	P.O. Box 1880			Richmond	VA	23218-1880	
Commonwealth of Virginia Dept of the Treasury	Division of Unclaimed Property	PO Box 2485			Richmond	VA	23218-2485	
Commuter Benefit Management Inc.		2080 College Ave. #7			Berkeley	CA	94705	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Comm-Works, LLC		1405 Xenium Lane North	Suite 120		Plymouth	MN	55441	
ComNet Communications, LLC		4343 W. Royal Lane	Suite 118		Irving	TX	75063	
COMPAC INDUSTRIES, INC.		4963 S. Royal Atlanta Drive			Tucker	GA	30084	
Compass Group USA Inc dba Eurest Dining Serv		PO Box 417632			Boston	MA	02241-7632	
Compass Health Brands		Po Box 71592			Chicago	IL	60694	
COMPASS HEALTH BRANDS		6753 Engle Road			Middleburg Heights	OH	44130	
COMPASS HEALTH BRANDS		6937 Foxglove Dr.			Charlotte	NC	28226	
Compean, Eduardo		Address on File						
Compendium, Inc		2100 N Pacific Street			Seattle	WA	98122	
COMPENDIUM, INC		1420 80th Street SW	Suite C		Everett	WA	98203	
Compinsky, Kyra		Address on File						
Compose Your Space, LLC		38 Calle Vallecitos			Tijeras	NM	87059	
Compressor Services		5723 Weatherstone Way			Johnsburg	IL	60051	
Comptroller of Maryland	Unclaimed Property Division	7 St. Paul Street Room 320			Baltimore	MD	21202	
Comptroller of Maryland	Unclaimed Property Unit	301 W Preston St, Room 310			Baltimore	MD	21201-2385	
Comptroller of Maryland		301 W. Preston Street	Room 310		Baltimore	MD	21201	
Computacenter United States Inc.		1 University Ave., Suite 102			Westwood	MA	02090	
Computex, Inc. d/b/a Computex Technology Solutions		PO Box 671369			Dallas	TX	75267	
Comp Security Products		P.O. BOX 931717			ATLANTA	GA	31193-1719	
Comroe, Katarina J.		Address on File						
Con Edison		390 WEST ROUTE 59			SPRING VALLEY	NY	10977-5300	
CONAIR CORPORATION		9350 Rayo Avenue			South Gate	CA	90280	
CONAIR CORPORATION		500 N. Nash Street			El Segundo	CA	90245	
CONAIR CORPORATION		1 Cummings Point Rd			Stamford	CT	06902	
Conair Corporation, Inc.		P.O. Box 932059			Atlanta	GA	31193-2059	
Conaway, Christi A.		Address on File						
Concentra	Occupational Health Centers of the SW	PO Box 18277			Baltimore	MD	21227	
Concentra		P.O. Box 9005			Addison	TX	75001	
Concentra		PO Box 488			Lombard	IL	60148	
Concepcion, Catherine S.		Address on File						
Concepcion, Rio J.		Address on File						
Concialdi, Hope		Address on File						
Concialdi, Michelle L.		Address on File						
Concordia Parish Sales Tax Fund		P.O. Box 160			Vidalia	LA	71373	
Concur Technologies, Inc.		62157 Collections Center Drive			Chicago	IL	60693	
Conde Nast Publications		PO Box 5350			New York	NY	10087-5350	
Condon Thornton Sladek Harrell PLLC	William L. Sladek, Esq.	8080 Park Lane, Suite 700			Dallas	TX	75231	
Condon, Alexandra J.		Address on File						
Condon, Jennifur F.		Address on File						
ConEdison	Cooper Station	P.O. Box 138			New York	NY	10276-0138	
Coney, Jacqualine T.		Address on File						
Congressional Plaza Assoc		PO Box 8500 Lockbox #9320			PHILADELPHIA	PA	19178-9320	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Congressional Plaza Assoc		154 Congressional Lane			Rockville	MD	20852	
Congressional Plaza Associates		4800 Hampden Lane	Suite 500		Bethesda	MD	20814	
Congressional Plaza Associates, LLC	Legal Department	c/o Federal Realty Investment Trust	909 Rose Ave, Suite 200		North Bethesda	MD	20852	
Conigland, Devon		Address on File						
Conn, Kristyn A.		Address on File						
Connecticut Attorney General	Attn Bankruptcy Department	165 Capitol Avenue			Hartford	CT	06106	
Connecticut Dept. of Revenue		450 Columbus Blvd. Suite 1			Hartford	CT	06103	
Connecticut Office of the State Treasurer	Unclaimed Property Unit	55 Elm Street			Hartford	CT	06106	
Conneely, Leslie		Address on File						
Conner, Lionel		Address on File						
Conner, Molly C.		Address on File						
Conner, Sheri L.		Address on File						
Connoisseurs Products Corporation		17 Presidential Way			Woburn	MA	01801	
Connors and Associates, LLC		4000 Town Center Blvd	Suite 310		Canonsburg	PA	15317	
Conohan, Robert	Robert Tauler, Esq.	Tauler Smith LLP	626 Wilshire Blvd., Suite 510		Los Angeles	CA	90017	
Conrado, Stefanie M.		Address on File						
Consolidated Edison of New York, Inc.	Att. Law Department	4 Irving Place RM 1875			New York	NY	10003	
Constanteles, Kristi L.		Address on File						
Constellation NewEnergy		PO Box 4640			Carol Stream	IL	60197-4640	
Constellation NewEnergy		1310 Point Street			Baltimore	MD	21231-3380	
Construction Industry Solutions		1431 Greenway Drive	Suite 525		Irving	TX	75038	
CONSUMER INSPIRED PRODUCTS, LLC		400 E Royal Ln	Suite 215		Irving	TX	75019	
Consumer Inspired Products, LLC		PO Box 12187			Zephyr Cove	NV	89448	
Consumers Energy		PO Box 740309			CINCINNATI	OH	45274-0309	
Consumers Energy		One Energy Plaza EP1-416			Jackson	MI	49201	
ContainerPort Group, Inc.		PO Box 827506			Philadelphia	PA	19182	
Contee, Samaya E.		Address on File						
Continental Wireless		Allied Lockbox	P.O. Box 676649		Dallas	TX	75267-6649	
Contra Costa County - Health Services	Contra Costa Health Services	50 Douglas DR Suite 320C			Martinez	CA	94553	
Contra Costa County Tax Collector		2380 Bisso Lane	Suite A		Concord	CA	94520	
Contra Costa County Tax Collector		P.O. Box 631			Martinez	CA	94553	
Contreras, Angel C.		Address on File						
Contreras, Anthony R.		Address on File						
Control Freaks LLC		6137 Windy Knoll Lane			Mint Hill	NC	28227	
Convercent, Inc.		929 Broadway			Denver	CO	80203	
Cook Jr., Shawn T.		Address on File						
Cook, Emmanuel		Address on File						
Cook, Jenae		Address on File						
Cooke, Jamesa		Address on File						
Coolidge Paramus LLC		97-77 Queens Blvd.			Rego Park	NY	11374	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Coolidge Paramus, LLC	Attn David Kershner	c/o Samson Management LLC	188-35 Queens Blvd, Suite 1710		Forest Hills	NY	11375	
Coolidge Paramus, LLC	c/o Samson Management LLC	118-35 Queens Boulevard, Suite 1710			Forest Hills	NY	11375	
Coon, Andrea R.		Address on File						
Cooper, Antonio L.		Address on File						
Cooper, Kym		Address on File						
Cooper, Melrick W.		Address on File						
Cooper, Peggy		Address on File						
Cooper, Terri S.		Address on File						
Copes, Demarcos		Address on File						
Coppell Chamber of Commerce		708 Main Street			Coppell	TX	75019	
Coquyt, Brandon J.		Address on File						
Corbett, Kathleen		Address on File						
Cordell, Courtney N.		Address on File						
Cordner, Brandon A.		Address on File						
Cordova Berrios, Kayley		Address on File						
Cordova, Cecelia		Address on File						
Cordova, Cesar A.		Address on File						
Cordova, Jessica		Address on File						
Cordray, Haley A.		Address on File						
Corey, Rebecca K.		Address on File						
Corey, Rena A.		Address on File						
Corina Koeneke		Address on File						
Corkcicle		PO Box 547965			Orlando	FL	32854	
Corley, Donovan J.		Address on File						
Cornejo, Michellee		Address on File						
Cornerstone National Bank & Trust Co		PO Box 1249			Palatine	IL	60067-1249	
Cornerstone National Bank & Trust Company	Hannah Spires	One West Northwest Highway			Palatine	IL	60067	
CornerStone Staffing		PO Box 226724			Dallas	TX	75222	
Coronado Center		6600 Manual NE	Suite 1		Albuquerque	NM	87110	
Coronado Center L.L.C.	c/o Brookfield Property REIT Inc.	350 North Orleans Street	Suite 300		Chicago	IL	60654-1607	
Coronado Center L.L.C.	c/o Brookfield Property REIT Inc.	350 N. Orleans St.	Suite 300		Chicago	IL	60654-1607	
Coronado, Carina		Address on File						
Coronado, Dean P.		Address on File						
Coronado, JeanPierre		Address on File						
Coronel, David		Address on File						
Corp Travel Management North America, Inc.	Attn Accounts Receivable	2120 South 72nd St. Suite 450			Omaha	NE	68124-6310	
Corporate Travel Management North America, Inc. f/k/a Travel and Transport		2120 S. 72nd Street			Omaha	NE	68124	
CorpTax Inc.		1751 Lake Cook Road	Ste 100		Deerfield	IL	60015	
Corrales, Javier		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Correa, Andres B.		Address on File						
Correrri III, Joseph J.		Address on File						
Corridon, Lisa R.		Address on File						
Corrigan, Mary Alice S.		Address on File						
Cortez, Christopher		Address on File						
Cortney Talley		Address on File						
CoServ		7701 S Stemmons			Corinth	TX	76210-1842	
CoServ		PO Box 734803			Dallas	TX	75373-4803	
Costa, Rosely Q.		Address on File						
Costello, Jamie B.		Address on File						
Costello, Janet M.		Address on File						
Cote, Samuel J.		Address on File						
Cotes Jr., Omar		Address on File						
Cotoni, Kelly		Address on File						
Cott, Andrew		Address on File						
COTTAGE DOOR PRESS LLC		5005 NEWPORT DRIVE	3RD FLOOR		ROLLING MEADOWS	IL	60008	
Cotten-Wintz, Kimberly D.		Address on File						
Cotter, Denise		Address on File						
Coughlin, Eileen M.		Address on File						
Coull, Virginia K.		Address on File						
Coulter, Gina A.		Address on File						
Coulter, Virginia G.		Address on File						
Counce, Bethany		Address on File						
Counts Creative, LLC.		3802 SW Bluegrass Dr.			Ankeny	IA	50023	
County Of Fairfax		12055 Government Center Parkway	Suite 648		Fairfax	VA	22035	
County Of Fairfax		P.O. Box 10203			Fairfax	VA	22035-0203	
County of Henrico	AttnTax Processing Center	PO Box 105155			Atlanta	GA	30348-5155	
County of Henrico	Department of Finance	P.O. Box 90775			Henrico	VA	23273	
County of Henrico		P.O. Box 90775			Henrico	VA	23273	
County of Marin - Weights and Measures		1682 Novato Blvd.	Suite 150-A		Novato	CA	94947-7021	
County of Nassau	Office of Consumer Affairs	240 Old Country Road			Mineola	NY	11501-4255	
County of Nassau		240 Old Country Road			Mineola	NY	11501-4255	
County of Palm Beach	Tax Collector, Palm Beach County	PO Box 3353			West Palm Beach	FL	33402-3353	
County of Palm Beach		PO Box 3353			West Palm Beach	FL	33402-3353	
County of Sacramento		827 7th Street	Room 102		Sacramento	CA	95814	
County of San Diego	Dept of Environmental Health and Quality	PO Box 129261			San Diego	CA	92112	
County of San Diego	Dept. of Agriculture, Weights & Measures	5555 Overland Avenue Suite 3101			San Diego	CA	92123-1256	
County of San Mateo		555 County Center			Redwood City	CA	94063	
County of San Mateo		PO Box 999			Redwood City	CA	94064-0999	
Coupa Software, Inc.		1855 South Grant Street			San Mateo	CA	94402	
COURTNEY CUNNINGHAM		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
COURTNEY MCELENEY		Address on File						
Couser, Tiffany		Address on File						
Cousins, Kathryn		Address on File						
Covarrubias, Brianna		Address on File						
Covarrubias, Maria L.		Address on File						
Cove Home LLC		26 N Haven Way			Sag Harbor	NY	11963	
Covington, Dennis E.		Address on File						
Cowan, Patrick L.		Address on File						
Cowan-Reynolds, Brittany M.		Address on File						
Cowles, Tykia L.		Address on File						
CoWorx Staffing Services, LLC		412 Mt Kemble Avenue	Suite 200C		Morristown	NJ	07960	
Cox, Chloe L.		Address on File						
Cox, Margaret R.		Address on File						
Cox, Sarah		Address on File						
Cox, Sarah E.		Address on File						
Cox-Brooks, Victoria A.		Address on File						
CPS Energy	Bankruptcy Section	500 McCullough	Mail Drop 110910		San Antonio	TX	78215	
CPS Energy		P.O. Box 2678			San Antonio	TX	78289-0001	
CPT - Arlington Highlands 1, LP	c/o Fairbourne Properties, LLC	200 S. Michigan Ave, Suite 400			Chicago	IL	60604-2411	
CPT Arlington Highlands 1, LP		2975 Regent Blvd			Irving	TX	75063	
CPT-Arlington Highlands 1, LP	c/o Fairbourne Properties	200 S. Michigan Ave, Suite 400			Chicago	IL	60604-2411	
Crabill, William		Address on File						
Craddock Lumber		P.O. Box 36344	5422 Harry Hines Blvd.		Dallas	TX	75235	
Crafton Jr., Randy F.		Address on File						
Crain, Nicholas		Address on File						
Cram-a-Lot	J.V. Manufacturing, Inc.	Dept 127			Tulsa	OK	74182	
Crampton, Catherine		Address on File						
Crawford, Courtney		Address on File						
Crawford, Jamie		Address on File						
Crawford, Kelly A.		Address on File						
Crawford, Kori		Address on File						
Crawford, Larry		Address on File						
Crawford, Shamonique K.		Address on File						
Crazy Aaron Enterprises		700 E Main Street			Norristown	PA	19401	
CRAZY AARONS ENTERPRISES		700 East Main Street			Norristown	PA	19401	
Creative Co-Op Inc.		6000 Freeport Avenue	Suite 101		Memphis	TN	38141	
Creative Resources Agency LLC		1208 5th St South			Hopkins	MN	55343	
CREATIVE RESOURCES AGENCY LLC DBA NOD PRODUCTS		11573 Encore Circle			Minnetonka	MN	55343	
Creber, Teresa M.		Address on File						
CreditSafe USA Inc		4635 Crackersport Road			Allentown	PA	18104	
Creed, Todd R.		Address on File						
Creel, Karen A.		Address on File						
Creer-Archer, Daniel J.		Address on File						
CREFORM Corporation		PO Box 281485			Atlanta	GA	30384-1485	
Cregar, Carri		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Crenshaw, Christina M.		Address on File						
Cresswell, Gordon W.		Address on File						
Cricut, Inc.		10855 S. River Front Pkwy			South Jordan	UT	84095	
Crippen, Bessie M.		Address on File						
Crislip, Michele L.		Address on File						
Crisostomo, Genesis		Address on File						
Crisp Jr., Carlton L.		Address on File						
Cristancho, Joshua J.		Address on File						
CRISTINA LATORRE FERNALD		Address on File						
Criteo		387 Park Avenue South, 12th Floor			New York	NY	10016	
Crittler, Brionna		Address on File						
Crocker, Sean		Address on File						
Crockett, Alia S.		Address on File						
Crone, Ciera L.		Address on File						
Crone, Laura A.		Address on File						
Cronin, Frances M.		Address on File						
Cronk, Angie		Address on File						
Crosby, Warney L.		Address on File						
Cross, D Marco		Address on File						
Cross, Jeffrey W.		Address on File						
Cross, Jessica		Address on File						
CrossCountry Consulting		1600 Tysons Blvd, Suite 1100			McLean	VA	22102	
Crossdale, Djenne-Kali S.		Address on File						
Crosslin, Sarah		Address on File						
Crosswell, Diane M.		Address on File						
Crotts, Kelly L.		Address on File						
Crow, Stephen M.		Address on File						
Crowder, Terri		Address on File						
Crowe, Mattison		Address on File						
Crowell, Mary		Address on File						
Crowley, Nunzio J.		Address on File						
Crown Lift Trucks		PO Box 641173			Cincinnati	OH	45264-1173	
Crown Packaging Corporation		PO Box 952339			St. Louis	MO	63195	
Croy, Wyndy G.		Address on File						
Crozier, Renee J.		Address on File						
Crum & Forster Specialty Insurance Company		305 Madison Avenue			Morristwon	NJ	07960	
Crum, Sandie L.		Address on File						
Crumrine, Elizabeth		Address on File						
CrushGrind USA		19 Old Route 28			Ossipee	NH	03864	
Crute, Dyani U.		Address on File						
Cruz IV, Alfredo		Address on File						
Cruz Jr., Omar		Address on File						
Cruz, Alissa		Address on File						
Cruz, Amanda J.		Address on File						
Cruz, Armando P.		Address on File						
Cruz, Brandon J.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Cruz, Cesar A.		Address on File						
Cruz, Cynthia		Address on File						
Cruz, Erika L.		Address on File						
Cruz, Jocelyn R.		Address on File						
Cruz, Joe Anthony		Address on File						
Cruz, Marcus A.		Address on File						
Cruz, Marie		Address on File						
Cruz, Melissa		Address on File						
Cruz, Mireya		Address on File						
Cruz, Rene E.		Address on File						
Cruz-Cervantes, Sandra M.		Address on File						
CS DISCO INC		111 CONGRESS AVE, SUITE 900			AUSTIN	TX	78701	
CT Lien Solutions		P.O. Box 301133			Dallas	TX	75303	
Cuadrado Fontanez, Edwin A.		Address on File						
Cubillan, Gabriel		Address on File						
Cuevas Salas, Pablo		Address on File						
Culbertson, Cynthia L.		Address on File						
Cullinan, Michael		Address on File						
Culp, Amanda		Address on File						
Cumbe-Paucar, Jimmy		Address on File						
Cummings, Chiffon C.		Address on File						
Cummings, Robert		Address on File						
Cummins Southern Plains, LLC		PO Box 206039			Dallas	TX	75320	
Cummins, Lura		Address on File						
Cummins, Pam		Address on File						
Cundiff, Rebecca M.		Address on File						
Cunningham, Jennifer J.		Address on File						
Cunningham, Kaden R.		Address on File						
Cunningham, Kimberly A.		Address on File						
Cunningham, Laticia		Address on File						
Cunningham, Susan L.		Address on File						
Cunningham, Yolanda		Address on File						
Curl, Lesley		Address on File						
Curran, Allyson M.		Address on File						
Curran, Seamus		Address on File						
Curran, Thomas		Address on File						
Currier, Aidan R.		Address on File						
Currier, Kylie R.		Address on File						
Currier, Stephanie B.		Address on File						
Curry, Melissa		Address on File						
Curry, William D.		Address on File						
CURT HAGGLUND		Address on File						
Curtis Engine & Equipment Co., Inc.		3915 Benson Avenue			Baltimore	MD	21227	
Curtis Engine & Equipment Co., Inc.		PO Box 7788			Portsmouth	VA	23707	
Curtis, Altovise		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Curtis, Ariana		Address on File						
Curtis, Courtney M.		Address on File						
Curtis, Lisa G.		Address on File						
Curtis, Mary T.		Address on File						
Custer, Lauren S.		Address on File						
Cutler, Kathleen		Address on File						
Cutter, Elisha M.		Address on File						
Cuyana, Inc.		291 Geary Street, 4th Floor			San Francisco	CA	91030	
CUYANA, INC.		291 Geary Street	Floor 4		San Francisco	CA	94102	
Cuzzola, Allyson		Address on File						
CVille Capital Partners		1913 Asheville Dr			Charlottesville	VA	22911	
Cwar, Casper		Address on File						
Cybra Corporation		28 Wells Avenue	Building #3		Yonkers	NY	10701	
Cynthia Bair		Address on File						
CYNTHIA SMITH		Address on File						
Cypress-Fairbanks ISD	David Piwonka	10494 Jones Rd Room-106			Houston	TX	77065	
Cypress-Fairbanks ISD		P.O. Box 692003			Houston	TX	77269-2003	
Czarniak-Yull, Jill H.		Address on File						
D & L Tooling Plastics		950 South East Loop 456			Jacksonville	TX	75766	
D & S Market Properties Limited Partnership		33 Boylston Street	Suite 3000		Chestnut Hill	MA	02467	
D Magazine Partners L.P.		750 North Saint Paul Street	Suite 2100		Dallas	TX	75201	
D&L Tooling Plastics (Hangers)		950 South East Loop 456			Jacksonville	TX	75766	
D&R Saw and Tool, Inc.		11060 Harry Hines Blvd.			Dallas	TX	75229	
D&S Market Properties Limited Partnership	c/o WS Asset Management, Inc.	33 Boylston Street, Suite 3000			Chestnut Hill	MA	02467	
D.S. Cleaning Kits, Inc.		24307 Magic mountain Pkwy #257			Valencia	CA	91355	
Da Costa Bernardi, Jefferson		Address on File						
Dabal, Sharon J.		Address on File						
Dacy, Kathleen M.		Address on File						
Dafney, Jacqueline		Address on File						
D'Agostino, Charlotte M.		Address on File						
Daguio, Noel N.		Address on File						
Dahlke, Anna		Address on File						
Dailey, Amber G.		Address on File						
Daji, Nishta		Address on File						
Dale Heise		Address on File						
Dale Scheihagen		Address on File						
Dale Scheihagen		Address on File						
DAlessandro, Aidan		Address on File						
Dalia Soto		Address on File						
Daltex Perimeter	Property Manager	3715 Northside Parkway, NW	Bldg 400-100		Atlanta	GA	30327	
Daltex Perimeter	Property Manager	c/o Coro Realty	3715 Northside Parkway, NW		Atlanta	GA	30327	
Daltex Perimeter Inc.		3715 Northside Parkway	Building 400, Suite 100		Atlanta	GA	30327	
Dalton, Jake T.		Address on File						
Dalton, John L.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Daly, Patricia A.		Address on File						
Damian, Elizabeth		Address on File						
Dampier, Jesse J.		Address on File						
Damrow, Thomas F.		Address on File						
Dan Larson Group LLC		Address on File						
DAN LERMA		Address on File						
DANA HILL		Address on File						
Dana Nance		Address on File						
Dana Pachulski		Address on File						
DAngelo, Isabella L.		Address on File						
DAngelo, Kris		Address on File						
Dani Craig		Address on File						
Dani Dollinger dba Level Up Organizers, LLC		Address on File						
Daniel Bang	Dan A. Atkerson, Esq.	Law Offices of Dan A. Atkerson	1025 Arches Park Drive		Allen	TX	75013	
Daniel Bang		Address on File						
Daniel Spann		Address on File						
Daniel, Anne E.		Address on File						
Daniel, Denise M.		Address on File						
Daniel, Dezarae M.		Address on File						
Daniel, Karen K.		Address on File						
DANIELLE DAVILA		Address on File						
Danielle Diallo	Luis Alberto Acevedo Acting Assistant Regional Administrator	U.S. Department of Labor Occupational Safety and Health Administration	Whistleblower Protection Program	525 S. Griffin Street, Room 602	Dallas	TX	75202	
Danielle Diallo		Address on File						
Danielle Epstein		Address on File						
Danielle Wurth		Address on File						
Daniels, Christiana		Address on File						
Daniels, Quin		Address on File						
Daniels, Rashida M.		Address on File						
Daniels, Taylor		Address on File						
Danner, Elaine		Address on File						
Dantzler, Sakinah		Address on File						
Dao, Bach X.		Address on File						
Dao, Julie A.		Address on File						
Dao, Kayley		Address on File						
Dao, Kimberly T.		Address on File						
Darand, Stephanie		Address on File						
Darby Jr., Daniel V.		Address on File						
Darby Jr., McCrae C.		Address on File						
Darden, Sheanica		Address on File						
Dare, Diane S.		Address on File						
Dare, Mackenzie A.		Address on File						
Darius, Tatiana		Address on File						
Darleata Tyler-Osborne		Address on File						
Darlene Cabrera		Address on File						
Darois, Aimee N.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Darrah, Catherine A.		Address on File						
Darrah-Fiedler, Mark S.		Address on File						
Darren P. Chorley		Address on File						
Datadog, Inc.	Attn Legal	620 8th Ave 45th Floor			New York	NY	10018	
DataMap, LLC		2300 Main Street, Ste 900			Kansas City	MO	64108	
DataMax System Solutions, Inc.		6251 Park of Commerce Blvd	Suite B		Boca Raton	FL	33487	
Datasite LLC		733 S Marquette Ave, Suite 600			Minneapolis	MN	55402	
Datta, Marsriana		Address on File						
Daugherty, Candace		Address on File						
Daughtry, Aanyah		Address on File						
Daush, Elizabeth A.		Address on File						
Dauti, Ardita		Address on File						
Davaco, LP		Dept. 8055	PO Box 650002		Dallas	TX	75265	
DAVE, MEGHANABEN A.		Address on File						
Davenport, Anna E.		Address on File						
Davenport, Bridget R.		Address on File						
Davenport, Chandler		Address on File						
Davenport, Sarah E.		Address on File						
Davenport, Talyiah		Address on File						
Davers, Noah		Address on File						
David Brunelle		Address on File						
DAVID JAMES JANSSEN		Address on File						
DAVID LINDGREN		Address on File						
DAVID RUSSETH		Address on File						
DAVID SIMENAUER		Address on File						
David, Kevin		Address on File						
Davidson County, Metropolitan Trustee (Nashville)		PO Box 196358			Nashville	TN	37219	
Davidson, Bonnie R.		Address on File						
Davidson, Chaunn L.		Address on File						
Davidson, Deaunte M.		Address on File						
Davidson, Geraldine K.		Address on File						
Davidson, Terry D.		Address on File						
Davila Cuadrado, Jeneva		Address on File						
Davila, Angela		Address on File						
Davila, Kevin		Address on File						
Davis Jr., Christopher L.		Address on File						
Davis Jr., Kenneth		Address on File						
Davis, Anthony		Address on File						
Davis, Bianca		Address on File						
Davis, Carly A.		Address on File						
Davis, Cheryl L.		Address on File						
Davis, Coffie		Address on File						
Davis, Deborah N.		Address on File						
Davis, dupree A.		Address on File						
Davis, Elizabeth		Address on File						
Davis, Hunter L.		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Davis, Jacob		Address on File						
Davis, Jade T.		Address on File						
Davis, James F.		Address on File						
Davis, Jeffrey H.		Address on File						
Davis, Joshua A.		Address on File						
Davis, Joy M.		Address on File						
Davis, Kara L.		Address on File						
Davis, Kristin S.		Address on File						
Davis, Krystal C.		Address on File						
Davis, La Trice M.		Address on File						
Davis, Martenus		Address on File						
Davis, Trevor		Address on File						
Davis, Truemellow		Address on File						
Davis, Vancelyn K.		Address on File						
Davis-Roberts, Taisha		Address on File						
DAWNE BROWDER		Address on File						
Dawson, Alissa M.		Address on File						
Dawson, Jasmine R.		Address on File						
Dawson, Raleigh K.		Address on File						
Dawson, Stephanie J.		Address on File						
Dawson, Tia M.		Address on File						
Dawson-King, Windie D.		Address on File						
Day II, Donald D.		Address on File						
Day, Jermon C.		Address on File						
DBA Media LLC		750 N. San Vicente Blvd	Suite 950		West Hollywood	CA	90069	
DBA WRAPMASTER COMPANY		200 E Westwood Ln			Union	WA	98592	
DC Office of Finance and Treasury	Unclaimed Property Unit	1101 4th St. SW, Ste. 800 W			Washington	DC	20024	
DC Treasurer/DC Office of Tax and Revenue	Corporation Estimated Franchise Tax	PO Box 679			Washington	DC	20044-0679	
DC Treasurer/DC Office of Tax and Revenue	Dept of Consumer and Regulatory Affairs	PO Box 96081			Washington	DC	20090	
DC Treasurer/DC Office of Tax and Revenue		PO Box 679			Washington	DC	20044-0679	
DDR MDT Woodfield Village Green	Attn Executive Vice President - Leasing	3300 Enterprise Parkway			Beachwood	OH	44122	
DDR MDT Woodfield Village, LLC	Attn Executive Vice President - Leasing	3300 Enterprise Parkway			Beachwood	OH	44122	
De Aquino, Heysel		Address on File						
De Avila, Andres		Address on File						
de Freitas, Theodore P.		Address on File						
De La Cruz, Alexandria C.		Address on File						
De La Cruz, Gabriela		Address on File						
De La Luz, Pedro J.		Address on File						
De La Rosa, Jimmy R.		Address on File						
De Leon, Welinton		Address on File						
De Los Santos, Rosangely M.		Address on File						
de Oliveira Randolph, Cristina		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
De Paz, Michael V.		Address on File						
de Peralta, Rylee J.		Address on File						
de Vera, Josefine E.		Address on File						
Deal Rise, LLC		1300 Mendota Heights Road			Mendota Heights	MN	55120	
Dean, Allison		Address on File						
Dean, Corey		Address on File						
Dean, Julie-Anne Z.		Address on File						
Dean, Kenneth L.		Address on File						
Dean, LeTanya C.		Address on File						
Dean, Megan E.		Address on File						
Dean, Noah M.		Address on File						
DeAndrea, Thomas D.		Address on File						
Dearing, Melissa C.		Address on File						
Deassuncao, Giselle		Address on File						
Deaver, David W.		Address on File						
Deaver, Jayme D.		Address on File						
Debbi Wertheim		Address on File						
DEBBIE CRITES		Address on File						
DEBBIE LAWRENCE		Address on File						
DeBonis, Ariana		Address on File						
Deborah Hidajat	PTS America	Address on File						
Deborah Maschmeyer		Address on File						
DEBORAH SHANNON		Address on File						
DEBORAH VALERIE KING		Address on File						
DeBoth, Robert		Address on File						
Debra Ferreira		Address on File						
DEBRA TAYLOR		Address on File						
Deceide, Paltanisha		Address on File						
Decker, Brendan K.		Address on File						
DECOR		10a EJ Court,			Dandenong South	VIC	3175	Australia
DECOR		7 Devon Lane	Pukekohe		Auckland		2120	New Zealand
Dee, Alison M.		Address on File						
DeeDee McPhaul		Address on File						
Deering, Courtney		Address on File						
Deetz, Anne		Address on File						
Deflecto, LLC		75 Remittance Dr,	Suite 3145		Chicago	IL	60675	
DeGrande, Hannah		Address on File						
DeGroff-Gunter, Cheryl L.		Address on File						
Deguzman, Kirsten		Address on File						
Dehan, Kathleen		Address on File						
Deion II, Mathew T.		Address on File						
Deiss, Mary Kay		Address on File						
DeJesus, Diego		Address on File						
DeJulius Jr., Andrew M.		Address on File						
DeKalb County Tax Commissioner		P.O. Box 100004			Decatur	GA	30031-7004	
Del Hierro, Jordan C.		Address on File						
Del Medico, Maria		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Delafuente, Francia G.		Address on File						
Delany, Jacqueline J.		Address on File						
DelaRosa, Angelica		Address on File						
Delattiboudere, Jason S.		Address on File						
Delaware Attorney General	Attn Bankruptcy Department	Carvel State Office Bldg.	820 N. French St.		Wilmington	DE	19801	
Delaware Department of Finance	Office of Unclaimed Property	PO Box 8931			Wilmington	DE	19899-8931	
Delaware Division of Revenue		P.O. Box 8750			Wilmington	DE	19899	
Delaware Secretary of State	State of Delaware	Division of Corporations P.O. Box 74072			Baltimore	MD	21274-4072	
Delaware State Police		Lockbox #7072	PO Box 8500		Philadelphia	PA	19178-7072	
Deler, Bianca		Address on File						
Delfino, Stephen		Address on File						
Delgado, Angela N.		Address on File						
Delgado, Candy H.		Address on File						
Delgado, Hanna		Address on File						
Delgado, Janette		Address on File						
Delgado, Javier		Address on File						
Delgado, Maritza		Address on File						
Delgado, Naomi		Address on File						
Delgado, Timothy		Address on File						
Dell Inc.		PO Box 676021			Dallas	TX	75267	
Delmarva Power and Light Company	Corporate Correspondence	P.O. Box 17006			Wilmington	DE	19850-7006	
DELMARVA POWER DE/MD/VA		PO Box 13609			PHILADELPHIA	PA	19101-3609	
DELMARVA POWER DE/MD/VA		500 North Wakefield Drive			Newark	DE	19702	
DeLoach, Tiffany		Address on File						
Deloitte AB		Rehmsgatan 11			Stockholm		SE-113 79	Sweden
DeLollis, Mary		Address on File						
Delta Cycle Corporation	dba Delta Design Company	P.O. Box 628			Foxboro	MA	02035-2995	
DELTA DESIGN COMPANY		36 YORK AVENUE			RANDOLPH	MA	02368	
Dematic Corporation		684125 Network Place			Chicago	IL	60673-1684	
Demery, Cameron L.		Address on File						
Dempsey, Jasmine E.		Address on File						
Denier, Kimberly M.		Address on File						
Denise Perret		Address on File						
DENISE SUMPTION		Address on File						
Deniz, Paulo		Address on File						
Denlinger, Kathryn H.		Address on File						
Denney Jr., Reginald		Address on File						
Denney, Andrea N.		Address on File						
Denning, Ariyon		Address on File						
Dennis, Brianna M.		Address on File						
Dennis, Lamar T.		Address on File						
Dennis, Robert		Address on File						
Dennis, Susanne		Address on File						
Dennison, Dawn L.		Address on File						
Denson, Leola		Address on File						
Denver Water		1600 W. 12th Ave.			Denver	CO	80204-3412	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Denver Water		PO Box 173343			DENVER	CO	80217-3343	
Denvir, Kathleen		Address on File						
Department of Assessment and Taxation	Personal Property Division	301 W. Preston St. Room 801			Baltimore	MD	21201-2395	
Department of Labor & Industries		P.O. Box 24106			Seattle	WA	98124-6524	
Department of Labor & Industries		P.O. Box 44480			Olympia	WA	98504-4480	
Depew, Jayne F.		Address on File						
Dept of Revenue Washington State	Unclaimed Property Section	PO Box 34053			Seattle	WA	98124-1053	
Dept of the State Treasurer	Commonwealth of Massachusetts	Unclaimed Property Division	One Ashburton PI 12th Fl		Boston	MA	02108-1608	
Derbe, Mekhai		Address on File						
Derrington, Dimitrius		Address on File						
Descartes Systems (USA) LLC	c/o Bank of America	PO Box 404037			Atlanta	GA	30384-4037	
DesChane, Julia		Address on File						
DeSeelhorst, Amy		Address on File						
Deseret Book		55 N. 300 W. Suite 300	Attn Heather Simmons		Salt Lake City	UT	84101	
DeSicy, Jason R.		Address on File						
DESIGN DESIGN		19 La Grave Avenue SE			Grand Rapids	MI	49503	
Design Design, Inc.		P.O. Box 2266			Grand Rapids	MI	49501	
Design Go Inc		1800 NW Corporate Blvd, Suite 202			Boca Raton	FL	33431	
DESIGN GO, INC.		1800 NW Corporate Blvd.,	Suite 302		Boca Raton	FL	33431	
DESIGN GO, INC.		13565 Pinnacle Drive			Athens	AL	35613	
Design Ideas		PO Box 2967			Springfield	IL	62708	
Design Ideas		6435 Reliable Parkway			Chicago	IL	60686	
Design Ideas		2500 Stockyards Road			Springfield	IL	62702	
Design Ideas- mesh		PO. Box 2967			Springfield	IL	62708	
Design Ideas, Ltd	Dave Perry / Andy Van Meter	2521 Stockyard Road			SPRINGFIELD	IL	62702	
DESIGN IDEAS, LTD		2521 Stockyard Road			Springfield	IL	62702	
DESIGN IDEAS-MESH		2521 Stockyard Road			Springfield	IL	62702	
Design Pool Limited		33/F, 88 Hing Fat St			Hong Kong			China
Design Pool Limited		21/F, 148 Wing Lok Street	Sheung Wan		Hong Kong			China
Designed to Organize		175 S. Main STE 850			Salt Lake City	UT	84101	
Designing Spaces LLC		3860 North Powerline Road			Deerfield Beach	FL	33073	
Designworks Ink, LLC		2934 SIDCO DRIVE	STE 140		Nashville	TN	37204	
DeSimone, Justin A.		Address on File						
Desirepath Mississippi, LLC. DBA Curio		629 9th Street SE			Minneapolis	MN	55414	
Deske, Brandon		Address on File						
Desmond, James		Address on File						
Desoto Parish Sales and Use Tax Commission		P.O. Box 927			Mansfield	LA	71052	
Desoto, Ellen S.		Address on File						
DeSouza, Marc D.		Address on File						
deSpain, Blake H.		Address on File						
Desrosiers, Darlie		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties

Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Desrosiers, James		Address on File						
Desruisseaux, Sandrine		Address on File						
Dess, Lisa L.		Address on File						
Dessalet, Miranda J.		Address on File						
Dessande, Modoue N.		Address on File						
Devan Miller Enterprises, LLC		121 E 5th Street	Apt E		Newport	KY	41071	
Developers Diversified Realty Corporation	Attn General Counsel	3300 Enterprise Parkway			Beachwood	OH	44122	
Devers, Shokita T.		Address on File						
Devin VonderHaar		Address on File						
Devine, Brian K.		Address on File						
DeVito, Anita		Address on File						
Devon L Green dba S&D Simply Organized, LLC		Address on File						
Devoz, Kyle		Address on File						
Dewsbury, Laura A.		Address on File						
Dexas International		P. O. Box 731181			Dallas	TX	75373-1181	
DEXAS INTERNATIONAL INC.		585 South Royal Lane	Suite 200		Coppell	TX	75019	
DEXYPAWS INC.		5875 Chedworth Way			Mississauga	ON	L5R 3LR	Canada
Dezurn, Robbe Z.		Address on File						
DFW Minority Supplier Development Council		8828 N Stemmons Freeway STE 550			Dallas	TX	75247	
Dhepyasuwan, Nid		Address on File						
Di Costanzo, Sharon E.		Address on File						
Di Vincenzo, Keri L.		Address on File						
Di Vito, Nicole A.		Address on File						
Dial Industries, Inc.		3628 Noakes Street			Los Angeles	CA	90023	
Diallo, Christina A.		Address on File						
Diallo, Danielle A.		Address on File						
Diamond Display Group Partners, Inc.		2637 Summit Avenue	Suite 303		Plano	TX	75074	
Diamond Rigging Corporation		680 Kingsland Drive			Batavia	IL	60510	
Diamond, Jessica E.		Address on File						
Diamondback Fleet Services, LLC		P.O. Box 2873			Forney	TX	75126	
Diana Atkins		Address on File						
Diane Martin		Address on File						
Diane Paetz		Address on File						
Diane Shank		Address on File						
Diane Starr		Address on File						
Dianne Ashe		Address on File						
Dias, Janice D.		Address on File						
Diaz Perez, Lily M.		Address on File						
Diaz Ramirez, Paulina		Address on File						
Diaz, Alexander		Address on File						
Diaz, Belinda		Address on File						
Diaz, Bugatti		Address on File						
Diaz, Cristal		Address on File						
Diaz, Denise		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Diaz, Francisco		Address on File						
Diaz, Jonathan		Address on File						
Diaz, Kevin		Address on File						
Diaz, Maribel		Address on File						
Diaz, Mckayla D.		Address on File						
Diaz, Melanie		Address on File						
Diaz, Melissa A.		Address on File						
Diaz, Melissa V.		Address on File						
Diaz, Michelle C.		Address on File						
Diaz, Miguel		Address on File						
Diaz, Paola		Address on File						
Diaz, Raul A.		Address on File						
Diaz, Stevens		Address on File						
Dice, Sheron A.		Address on File						
Dickerman, Kimberly		Address on File						
Dickerson, Danielle		Address on File						
Dickerson, Ryan S.		Address on File						
Dickey, Anne F.		Address on File						
Dickman, Janice E.		Address on File						
Dickman, Vicki L.		Address on File						
Die, Samantha		Address on File						
Diegel, Jacob D.		Address on File						
Diehl, Amanda K.		Address on File						
Diehl, Merissa N.		Address on File						
Diehl, Talisa N.		Address on File						
Diem, Nicole		Address on File						
Diesel Direct		74 Maple St			Stoughton	MA	02072	
Diggins, Jordan		Address on File						
DIGGS INC.		169 Madison Ave	STE 11349		New York	NY	10016	
Diggs Inc.		29-10 Thomas Avenue	Suite C760, Studio 8		Long Island City	NY	11101	
Diggs, Adam L.		Address on File						
Diggs, Marilyn		Address on File						
Diggs, Myha J.		Address on File						
Diggs, Natassia D.		Address on File						
Digirolamo, Gemma		Address on File						
DiGrazia, Eva		Address on File						
Diligent Corporation		PO Box 419829			Boston	MA	02241	
DILIP KRISHNAN		Address on File						
Dillard, Heath I.		Address on File						
Dillon, Alicia E.		Address on File						
Dillon, Courtney		Address on File						
Dillon, Jacob M.		Address on File						
Dilshan Somaweera		Address on File						
DiMarco, Theresa		Address on File						
Dimas, Luis		Address on File						
Dimas, Olivia		Address on File						
Dimensional Fund Advisors LP		Address on File						
Dimitri Lumelski		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Dimitriadis Esq., Stefanos		Address on File						
Dimond, John G.		Address on File						
Dinah Eke		Address on File						
Dinga, Isabella		Address on File						
Dinganga, Serge M.		Address on File						
Dingerson, Danielle		Address on File						
Dinh, BaoTran		Address on File						
Dinsmore & Shohl LLP		PO Box 639038			Cincinnati	OH	45263	
DiNunno, Andrew		Address on File						
Dinwiddie, Ishmaill		Address on File						
Dinwoodey, Mark T.		Address on File						
Direct Energy		PO Box 660749			Dallas	TX	75266	
Direct Energy		910 Louisiana St			Houston	TX	77002	
DiRuzza, Jo Dee		Address on File						
Diryawish, Nancy		Address on File						
Disability IN		3000 Potomac Avenue			Alexandria	VA	22305	
Dishner, Barbara J.		Address on File						
Dishong, Katie		Address on File						
Dispatchit, Inc. dba Dispatch		1401 W 94th St			Bloomington	MN	55431	
Distillery Media, Inc		1531 San Saba Drive			Dallas	TX	75218	
District of Columbia Attorney General	Attn Bankruptcy Department	400 6th Street NW			Washington	DC	20001	
Dittig, Dawn C.		Address on File						
Dittmar, Darren J.		Address on File						
Dittmar, Lynn		Address on File						
Divcon EMS		1801 Royal Lane	Suite 100		Farmers Branch	TX	75229	
Diverse Staffing Services, Inc.		133 West 4th Street			Cincinnati	OH	45202	
Diverse Staffing Services, Inc.		7135 Waldemar Drive			Indianapolis	IN	46268	
Dix, Leslie R.		Address on File						
Dixon, Craig F.		Address on File						
Dixon, Maria C.		Address on File						
Dixon, Rochelle T.		Address on File						
DJS International Services, Inc.		P.O. Box 612785			DFW Airport	TX	75261	
DK HOUSEHOLD BRANDS		3467 Apex Peakway			Apex	NC	27502	
DKB Household USA		3467 Apex Peakway			Apex	NC	27526	
DKW Co., Ltd.		55/5-7 Moo5, T. Baan Pathum	A. Samkoke		Pathumthani		12160	Thailand
DKW Co., Ltd. (formerly SANG AH (THAI) CO., LTD.)		2024/186 Sukhumvit 50	50 Old Railway Rd.		Bangkok		10260	Thailand
DLA Piper LLP US		6225 Smith Avenue			Baltimore	MD	21209	
DM Luxury, LLC dba Modern Luxury		P.O. Box 530204			Atlanta	GA	30353-0204	
DM Merchandising Inc		835 N Church Court			Elmhurst	IL	60126	
Dock & Bay Ltd.		8 Hutchins Way			Westford	MA	01886	
DOCK & BAY LTD.		164 180 Union St			London		SE1 0LH	United Kingdom
Dockal, Nancy B.		Address on File						
Dockery Jr., Sean M.		Address on File						
Doctor III, Jacob		Address on File						
DocuSign, Inc.	DocuSign Inc Lockbox	P.O. Box 735445			Dallas	TX	75373	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Dodd, Shelby		Address on File						
Dodge, Juli L.		Address on File						
Doerzman, Hillary S.		Address on File						
Doffou, Clotilde D.		Address on File						
DOG BY DR. LISA PTY, LTD		12 Military Rd			Watsons Bay	NSW	2030	Australia
Dog by Dr. Lisa Pty, LTD		12 Military Rd.			Sydney		2030	Australia
Do-It Corporation		PO Box 592			South Haven	MI	49090	
DOIY LLC, THE WOW EFFECT CO.		1401 Windsor Dr			McKinney	TX	75072	
DOIY LLC, The Wow Effect Co.		325 N Saint Paul St.	Suite 3100		Dallas	TX	75201	
Dol, Marie-Steffi		Address on File						
Dolan, Sara		Address on File						
Dolan, Susan		Address on File						
Dolly, Inc.		901 5th Avenue	Suite 600		Seattle	WA	98164	
Dollymore, Francis P.		Address on File						
Domeaux, Krista		Address on File						
Domingo, Breana Lynzi L.		Address on File						
Dominguez Alpizar, Luis J.		Address on File						
Dominguez Mendez, Raquel		Address on File						
Dominguez, Arturo L.		Address on File						
Dominguez, Elizabeth		Address on File						
Dominguez, Emmanuel		Address on File						
Dominguez, James B.		Address on File						
Dominguez, Kevin U.		Address on File						
Dominguez, Miguel J.		Address on File						
Dominguez, Natalia		Address on File						
Dominguez, Rogelio		Address on File						
Dominic Dentino		Address on File						
Dominic, Tamara L.		Address on File						
Dominick, Kyle		Address on File						
Dominion Energy		120 Tredegar Street			Richmond	VA	23219	
Dominion Energy North Carolina		PO Box 25715			Richmond	VA	23260-5715	
Dominion VA/NC Power		P.O. Box 26543			Richmond	VA	23290-0001	
Dominique Seaux Caskey dba The Westhope Co.		29519 Westhope Drive			Spring	TX	77386	
Don Juan, Lorena		Address on File						
Dona Hopper		Address on File						
DONA MITCHAM		Address on File						
DONA RENA MITCHAM		Address on File						
Donaho, Tara M.		Address on File						
Donahue, Meghan K.		Address on File						
DONALD FRIEDRICH		Address on File						
DONALD LEMMING		Address on File						
Donaldson Company, Inc.		1400 West 94th Street			Bloomington	MN	55431	
Donaldson, Aunyah L.		Address on File						
Donaldson, Aushae N.		Address on File						
Donaldson, Linda S.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
DONIDO ENTERPRISE CO.,LTD		No. 32, Ln. 250, Rongxing Rd.,	Huatan Township		Changhua County		503	Taiwan
Donlic, Tatjana		Address on File						
Donn Davis		Address on File						
Donna Cannon		Address on File						
Donna Kermanshah		Address on File						
Donna M. Harper		Address on File						
Donnan, Rachel		Address on File						
Donnellan, Lisa T.		Address on File						
Donofrio, Kaela		Address on File						
Donohoe, Bonnie		Address on File						
Donovan, Diana T.		Address on File						
Dont Run Out, Inc. DBA Public Goods		228 Park Ave S PMB 79926			New York	NY	10003-1502	
Dooa Mansour		Address on File						
Dooa Mansour		Address on File						
Dooley, Ashley A.		Address on File						
Dorai Home Inc		1171 W 2400 S			West Valley City	UT	84119	
Doray, Barbara		Address on File						
Dorcy, Lukas		Address on File						
Dorel Home Furnishings, Inc.		410 East 1st Street South			Wright City	MO	63390	
Dorel Home Furnishings, Inc.		410 East First Street South			Wright City	MO	63390	
Doris Centerham DBA HomePuzzleDecor, LLC		Address on File						
Doris, Juliette C.		Address on File						
DORMDOC, LLC		72 Camino Quien Sabe			Santa fe	NM	87505	
Dormify, Inc.		286 5th Ave, Fl 11			New York	NY	10001	
Dorminy, Madeline R.		Address on File						
DOROTHY KELLY VRTIS		Address on File						
Dorrell, Lauren		Address on File						
Dorris, Edith H.		Address on File						
Dorris, Lucy B.		Address on File						
Dorsey, John		Address on File						
Dos Santos, Jessica B.		Address on File						
Dosso, Nakissi		Address on File						
Dotson, Jocelynnne		Address on File						
Double S Batteries dba Batteries Included		116 2nd St SE			Swisher	IA	52338	
Double Stack Logistics, LLC		5706 E. Mockingbird Ln #115-364			Dallas	TX	75206	
Douglas County Treasurer (CO)		PO Box 1208			Castle Rock	CO	80104	
Douglas County Treasurer (NE)	John W. Ewing, Jr., Treasurer	1819 Farnam Street H03			Omaha	NE	68183	
Douglas County Treasurer (NE)		1819 Farnam Street H03			Omaha	NE	68183	
Douglas Edwards, Kathy G.		Address on File						
DOUGLAS EUGENE BURNS		Address on File						
Douglas, Alicia		Address on File						
Douglas-Siegel, Shannon W.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Douse, Rachel		Address on File						
Douth, Wiyual D.		Address on File						
Douthitt, Paige E.		Address on File						
Dovalina, Chantal		Address on File						
Dove, Graham G.		Address on File						
Dow, Kennedy		Address on File						
Dow, Tristan M.		Address on File						
DOWN TO EARTH DIST. INC.		P.O. Box 1419	3030 Judkins Road		Eugene	OR	97440-1419	
Down to Earth Distributors		PO Box 1419			Eugene	OR	97440	
Downs, Debra J.		Address on File						
Dowty, Paul		Address on File						
Doyle, Angelina I.		Address on File						
Doyle, Bridget		Address on File						
Doyle, Michelle		Address on File						
Dozier, Robert E.		Address on File						
DPH/Weights and Measures		1390 Market Street Suite 210			San Francisco	CA	94102	
Drago, Joseph		Address on File						
Drake, Andrea		Address on File						
Drake, Kelly H.		Address on File						
Drake, Mary		Address on File						
Draughn, Megan		Address on File						
Drayton, Andrew R.		Address on File						
Dreager, Danielle Y.		Address on File						
DREAMFARM, INC.		165 South River Road			Bedford	NH	03110	
Drennan, Elizabeth C.		Address on File						
Dreyer, Allisa		Address on File						
Drinkwine, Benton T.		Address on File						
Droghetto, Roberta		Address on File						
Drop Stop LLC		3230 Overland Avenue	#304		Los Angeles	CA	90034	
DROP STOP LLC.		P.O. Box 34648			Los Angeles	CA	90034	
Dropbox, Inc.		P.O. Box 102345			Pasadena	CA	91189-2345	
Drosnes, Carrie		Address on File						
Drumright, Ethan		Address on File						
Dryer, Rebecca A.		Address on File						
DS CLEANING KITS, INC		26943 Ruether Ave, Unit S			Santa Clarita	CA	91351	
DS Waters of America Inc.	dba Sparkletts Drinking Water	P.O. Box 660579			Dallas	TX	75266-0579	
DSHS Hazardous Consumer Products Permits		Texas DSHS	PO Box 149347		Austin	TX	78714	
DSHS Hazardous Consumer Products Permits		Cash Receipts Branch MC - 2003	Texas DSHS, PO Box 149347		Austin	TX	78714	
DSL Consulting Services LLC d/b/a Sok It		7 Portland Place			Montclair	NJ	07042	
DSS Fire		P.O. Box 550940			Dallas	TX	75355-0940	
DSV Air & Sea, Inc.	DSV Air & Sea	200 Wood Avenue 3rd Floor			Iselin	NJ	08830	
DSV Air & Sea, Inc.		PO Box 200876			Pittsburgh	PA	15251	
DTE Energy		One Energy Plaza			Cincinnati	OH	48226-1279	
DTE Energy		PO BOX 630795			CINCINNATI	OH	45263-0795	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Duane, Ryan A.		Address on File						
Duarte Hernandez, Adrian		Address on File						
Dubin, Kathe A.		Address on File						
Dublak, Michael S.		Address on File						
Dubon, Freddy		Address on File						
DuBose, Tiara		Address on File						
DuCharme, Marc H.		Address on File						
DuChene, Kiernan M.		Address on File						
Duckworth, Alex		Address on File						
Duckworth, Lani		Address on File						
Duel Holdings Limited		21 Lombard Street			London		EC3V 9AH	United Kingdom
Duenes, Amy N.		Address on File						
Duerr, Jonathan		Address on File						
Duesenberg Topanga LLC		1800 Avenue of the Stars, Suite 650			Los Angeles	CA	90067	
Duesenberg-Topanga, LLC	Chief Operating Office	c/o Anderson Real Estate	1800 Avenue of the Stars, Ste 200		Los Angeles	CA	90067	
Duffin, Alicia A.		Address on File						
Duffy, Lauren		Address on File						
Duffy, Taylor		Address on File						
Dufosse, Didier P.		Address on File						
Dugan, Norine M.		Address on File						
Dugan-Van Slyke, Lisa		Address on File						
Duggal Visual Solutions		63 Flushing AVenue Building 25			Brooklyn	NY	11205	
Dugger, Kelli D.		Address on File						
Dugger, Leigh		Address on File						
Duke Cannon Supply Co.		123 N 3rd St.	Suite 104		Minneapolis	MN	55401	
DUKE CANNON SUPPLY CO., LLC		123 N 3rd Street	Ste 104		Minneapolis	MN	55401	
Duke Energy		525 South Tryon Street			Charlotte	NC	28202	
Duke Energy		PO Box 1094			Charlotte	NC	28201-1094	
Duke Secured Financing 2009-1 ALZ, LLC	Texas Market - Vice President, Property Management	14241 Dallas Parkway, Suite 1000			Dallas	TX	75254	
Duke Secured Financing 2009-1 ALZ, LLC	Texas Market - Vice President, Property Management	221 W. Sixth St, Suite 1100			Austin	TX	78701	
Dulock, Michelle E.		Address on File						
Dumesle, Chinette		Address on File						
Dunaj, Chloe		Address on File						
Dunbar, Bennett J.		Address on File						
Dunbar, Nathan		Address on File						
Duncan, Caitlin		Address on File						
Duncan, Jhakobi D.		Address on File						
Duncan, Samantha K.		Address on File						
Dunford, Elizabeth A.		Address on File						
Dunkerley, John		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Dunlap, Donald C.		Address on File						
Dunn, Chloe A.		Address on File						
Dunn, Clifford D.		Address on File						
Dunn, Diane		Address on File						
Dunn, Samantha		Address on File						
Dunn, Wayne L.		Address on File						
Dunn, Zachary		Address on File						
Dunne, Dawn M.		Address on File						
Dunne, Jackson T.		Address on File						
Dunning, Bethany A.		Address on File						
Dunwoody False Alarm Reduction Program		PO Box 936089			Atlanta	GA	31193-6089	
Duong, Linh		Address on File						
Dupiche, Deandra		Address on File						
Dupree, Rieanna T.		Address on File						
Dupree, Ryan A.		Address on File						
Duque, Carina		Address on File						
Duquesne Light Company		PO Box 371324			Pittsburgh	PA	15250-7324	
Duquesne Light Company		411 Seventh Avenue			Pittsburgh	PA	15219	
Duran, Addam		Address on File						
Durante, Susan E.		Address on File						
DuraServ Corp dba Southern Dock Products		2200 Luna Rd. Ste. 160			Carrollton	TX	75006	
Duren, Blair R.		Address on File						
Duris, Kyle D.		Address on File						
Durkee, David M.		Address on File						
Durojaiye, Folasade A.		Address on File						
Durrant, Deborah M.		Address on File						
Dustpipe.com, Inc.		100 Ashburton Avenue	PO Box 316		Woburn	MA	01801	
Dutta-Roy, Monosij		Address on File						
Dutton, David R.		Address on File						
DV International, Inc. dba Made Smart		1000 university Ave W.	#220		St. Paul	MN	55104	
Dwight, Jessica		Address on File						
DWJ Print & Marketing Services, Inc.		PO Box 1314			Lawndale	CA	90260	
Dworak, Anthony J.		Address on File						
Dwornik, Lauren K.		Address on File						
Dwyer, Keith P.		Address on File						
Dybas, Cristina		Address on File						
DYCE, LLC		5150 Mae Anne Drive	Suite 405 PMB 1074		Reno	NV	89521	
Dyce, LLC		5150 Mae Anne Ave Suite 405 PMB 1074			Reno	NV	89523	
Dyer, Erika		Address on File						
Dyer, Nancy C.		Address on File						
Dykema, Julie A.		Address on File						
Dymond, Catheryn M.		Address on File						
Dynegy Energy Services		6555 Sierra Drive			Irving	TX	75039	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Dynegy Energy Services		27679 Network Place			Chicago	IL	60673	
Dynegy Energy Services LLC	Gabriel R. Castro / Rumi Thompson	1925 West John Carpenter Freeway			IRVING	TX	75063	
Dyrickeyo Johnson		Address on File						
Dyson, Chametrise R.		Address on File						
Dyson, Charik		Address on File						
Dyson, Pamela M.		Address on File						
Dyson, Vanessa		Address on File						
Dzielak, Dennis S.		Address on File						
Dzombar, Kathryn		Address on File						
Dzus, Christine		Address on File						
Dzyuba, Ennesa K.		Address on File						
EAGLE CREEK HOLDINGS, LLC		1625 Mid Valley Drive, Suite #1, PMB 84			Steamboat Springs	CO	80487	
Eagle Creek Holdings, LLC		1625 Mid Valley Drive	Suite 1, PMB 84		Steamboat Springs	CO	84087	
Earl, Brayden		Address on File						
Earl, Colby P.		Address on File						
Earl, Leontine R.		Address on File						
Earley-Oberrecht, Jessica		Address on File						
Earring, Martin A.		Address on File						
Earth, LeAsia M.		Address on File						
EARTHBAGS EXPORT PRIVATE LIMITED		Shilpangan Unit 204	Block LB1, Sector 3, Salt Lake		Kolkata	WB	700098	India
East Carroll Parish Sales Tax Fund		P.O. Box 130			Vidalia	LA	71373	
East Coast Electric, Inc.		37 Main Street #5			Reisterstown	MD	21136	
East Feliciana Parish Sales Tax Fund		PO Box 397			Clinton	LA	70722	
Easter, Richard E.		Address on File						
Easterling, Christina M.		Address on File						
Easterly, David		Address on File						
Eastham, Chelsea		Address on File						
Easton Gateway Prop Co, LLC	c/o Steiner Real Estate Services, LLC	4016 Townsfair Way, Suite 201	Attn Lease Administration		Columbus	OH	43219	
Easton Gateway, LLC		L-3780			Columbus	OH	43260	
Eaton, Jacob		Address on File						
Eaton, Laura A.		Address on File						
Eaton, Laura M.		Address on File						
Eaves, Ninfa J.		Address on File						
Ebbert, Marcia		Address on File						
Eberle, Carol A.		Address on File						
Ebert, Christopher N.		Address on File						
EC Design, LLC		201 W Howard Lane			Austin	TX	78753	
eCapital Advisors LLC		7900 Xerxes Ave S Suite 1300			Bloomington	MN	55431	
Eccleston, Joshua M.		Address on File						
Echevarria, Allyson		Address on File						
Echevarria, Emanuel		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Echevarria-Daughton, Timothy M.		Address on File						
Echo Global Logistics, Inc.		22168 Network Place			Chicago	IL	60673	
Echols, Carrie		Address on File						
Echols, Shannon L.		Address on File						
ECKER ENTERPRISE		PO Box 348345			Sacramento	CA	95834	
Ecker Enterprise		PO Box 186			Oakhurst	NJ	07755	
Eckert, Jill		Address on File						
Ecklund, Justin S.		Address on File						
E-Cloth Inc.		PO Box 812			Greenland	NH	03840	
Ecodomo Llc		630 E Diamond Ave Ste M			Gaithersburg	MD	20877-5336	
ECO-KIDS		6316 J Richard Drive	Ste C		Raleigh	NC	27617	
Eco-Kids Create LLC		6316 J Richard Dr	Suite C		Raleigh	NC	27617-4614	
Ecological Alliance, LLC	Vineet Dubey	Custodio & Dubey LLP	445 S. Figueroa Street, Suite 2520		Los Angeles	CA	90071	
EcoVadis Inc.		60 Broad Street			New York	NY	10004	
ECS Global Inc.		200 South Wacker Drive	Suite 3100		Chicago	IL	60606	
Ed Heben		Address on File						
Eddie Hale INC DBA WB Container Service		3931 Pioneer Rd			Balch Springs	TX	75180	
Ediger, Katherine		Address on File						
Edington, Hannah R.		Address on File						
Edmar Corporation dba Bissell Commercial		100 Armstrong Road-Suite 101			Plymouth	MA	02360	
Edmondson, Efia S.		Address on File						
Edouard, Valerie S.		Address on File						
Edstrom, Anna G.		Address on File						
Edstrom, Sara M.		Address on File						
Edwards Jr., Dan		Address on File						
Edwards, Brittanie A.		Address on File						
Edwards, Destiny		Address on File						
Edwards, James		Address on File						
Edwards, Kahlil		Address on File						
Edwards, Linda A.		Address on File						
Edwards, Loren		Address on File						
Edwards, Nile M.		Address on File						
Edwards, Robert P.		Address on File						
EEBOO CORPORATION		170 W 74th St			New York	NY	10023	
EFL Global LLC		1500 NW 97 Ave.			Miami	FL	33172	
Efrain Taboada		Address on File						
Eggers, Breanna		Address on File						
Eiattar, Ashraf M.		Address on File						
Eichelberger, Tracy		Address on File						
Eichenlaub, Nicole		Address on File						
Eight Days LLC		5016 N 139 Avenue			Omaha	NE	68164	
Eileen Adkins		Address on File						
Eileen T. Licitri		Address on File						
Eileen Wallace		Address on File						
Eileen Wallace		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Eisenhauer, Krista L.		Address on File						
Eisenhauer, Robert W.		Address on File						
Eisenkop, Ben		Address on File						
EISHO Co., Ltd.		B502 Innovation Bldg, Information	Industry Garden, Chao Yang Road		Guilin, Guangxi		541004	China
Ejaz, Manahil		Address on File						
Ekka International CO. LTD. dba Joyware Inc		2110 W. 35th St.	1st Floor		Chicago	IL	60609	
EKKA INTERNATIONAL CO.LTD DBA JOYWARE INC		2110 W 35th St, 1st Floor			CHICAGO	IL	60608	
EKO DEVELOPMENT LTD.		4205 SW High Meadows Avenue			Palm City	FL	34990	
EKO DEVELOPMENT LTD.		Flat 1013-1015, R&F Profit Plaza	No. 76 Huangpu Ave West	Guangzhou	Guangdong		510623	China
Ekpo, Iniobong G.		Address on File						
Ekue, Adade J.		Address on File						
Ekue, Dede A.		Address on File						
El Paso County		P.O. Box 2018			Colorado Springs	CO	80901	
El Souessy, Omar M.		Address on File						
ELAKAI, LTD		One Visions Parkway			Celina	OH	45822	
Elakai, LTD		149 Harvest Drive			Coldwater	OH	45828	
Elasticsearch Inc.		800 W El Camino Real	Suite 350		Mountain View	CA	94040	
Elavon, Inc.		SDS-12-2895	P.O. Box 86		Minneapolis	MN	55486-2895	
Elawany, Sarah		Address on File						
Eldridge, Kristofeur A.		Address on File						
Eldridge, Margaret A.		Address on File						
Eldridge, Stephen		Address on File						
Element Designs, Inc		7107 Logistics Lane	Suite 101		Fort Mill	SC	29715	
Elfa - Sweden		Sodra Tullgatan 3			Malmo		SE-211 40	Sweden
ELFA INTERNATIONAL AB		Elfagatan 5			Vastervik		SE-593 87	Sweden
ELFA INTERNATIONAL AB		Lilla Nygatan 7			Malmo		SE-211 38	Sweden
Elfaki, Hamid		Address on File						
Elfaki, Raniah		Address on File						
Elhassan, Musab		Address on File						
Elia, Esther		Address on File						
Elian, Asher		Address on File						
Elias, Arianna		Address on File						
Eline Isaacson		Address on File						
ELISABETH A CRUICKSHANK		Address on File						
Elise B. Hoffman		Address on File						
Elizabeth Cases		Address on File						
Elizabeth E. Marsala		Address on File						
Elizabeth Kilberg		Address on File						
ELIZABETH MCGEE		Address on File						
ELIZABETH MOND		Address on File						
Elizondo, Daniel A.		Address on File						
Elkins, Ely J.		Address on File						
Elkins, Kelly F.		Address on File						

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Ella Perry		Address on File						
Ellen Park		Address on File						
Eller, Janie		Address on File						
Eller, Katie L.		Address on File						
Ellett, Kelsey		Address on File						
Ellin, Heather		Address on File						
Ellingson, Jack R.		Address on File						
Elliott, Abigail E.		Address on File						
Elliott, Hayley S.		Address on File						
Elliott, Macy M.		Address on File						
Elliott, Susan B.		Address on File						
Ellis, Austen		Address on File						
Ellis, Joshua D.		Address on File						
Ellis, Katherine D.		Address on File						
Ellis, London C.		Address on File						
Ellis, Susan M.		Address on File						
Ellis, Taylor M.		Address on File						
Ellis, Victoria A.		Address on File						
ELM EDUCATION MARKETING, LLC DBA WORDTEASERS		P.O. Box 1141			Manahttan Beach	CA	90266	
ELM Education Mktg LLC, dba WordTeasers		PO Box 1141			Manhattan Beach	CA	90266	
Elola, Aicha		Address on File						
Eloms, Joy J.		Address on File						
Elsmore, Patricia		Address on File						
Elsperger, Joesph		Address on File						
Elston, Venezia		Address on File						
Elum Designs, Inc.		8969 Kenamar Drive Suite 113			San Diego	CA	92121	
Elverstedt, Joel		Address on File						
Elzbieta Skrobiszott		Address on File						
Email on Acid, LLC		112 E Pecan Street, Suite 1135			San Antonio	TX	78205	
EMBER TECHNOLOGIES, INC		31416 Agoura Road, Suite 205			Westlake Village	CA	91361	
Ember Technologies, Inc.		4607 Lakeview Canyon Road #500			Westlake Village	CA	91361	
Embrey, Leah		Address on File						
EMC Corporation		4246 Collection Center Drive			Chicago	IL	60693	
Emerald X, LLC		31910 Del Obispo Street	Suite 200		San Juan Capistrano	CA	92675	
Emeric, Brandon		Address on File						
Emerson, Lindsay		Address on File						
Emerson, Shamara		Address on File						
Emig, Paul E.		Address on File						
Emily Christopher LLC (DBA Neat Method)		Address on File						
Emily Clay		Address on File						
Emily Grindell dba Calm for Clutter		Address on File						
Emily Peters		Address on File						

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Emily Sarche		Address on File						
Emmaley Otis	dba Emmaley Otis, LLC	Address on File						
Emmert, Mackenzie K.		Address on File						
Emmett Rodriguez		Address on File						
Emmons, Christina M.		Address on File						
Emory, Antonio W.		Address on File						
Employbridge Holding Company		1507 LBJ Freeway Suite 400			Farmers Branch	TX	75234	
Enamorado, Irene I.		Address on File						
Enbridge Gas Ohio		P.O. Box 26785			Richmond	VA	23261-6785	
Enbridge Gas Ohio		915 North Eldridge Parkway, Suite 1100			Houston	TX	77079	
Enders, Candice A.		Address on File						
Endito, Tawny		Address on File						
Endurance American Insurance Company	Attn Legal	1221 Avenue of the Americas 18th Floor			New York	NY	10022	
Endurance Assurance Corporation		4 Manhattanville Road Floor 3			Purchase	NY	10577	
EnergyRx Consulting, LLC dba Neat Method		769 Tillis Place			Las Vegas	NV	89138	
EnerSys Delaware Inc.		1604 Solutions Center			Chicago	IL	60677	
Eng, Foung Y.		Address on File						
Engie Insight Services Inc.		1313 N Atlantic Street	Suite 5000		Spokane	WA	99210	
Englert, Marcie		Address on File						
Enke, Donna A.		Address on File						
Entek		5177 Bellewood Court	Suite A		Buford	GA	30518	
Entergy Arkansas, Inc.	Entergy Corporation	639 Loyola Avenue			New Orleans	LA	70113	
Entergy Arkansas, Inc.		P.O. Box 551			Little Rock	AR	72203	
Entergy Arkansas, Inc.		PO BOX 8101			BATON ROUGE	LA	70891-8101	
Entergy Texas, Inc.	Entergy Corporation	639 Loyola Avenue			New Orleans	LA	70113	
Entergy Texas, Inc.		PO BOX 8104			BATON ROUGE	LA	70891-8104	
Entrust One Facility Services Inc.		11142 Shady Trail			Dallas	TX	75229	
Eoff, Emily		Address on File						
Epax Systems Inc.		14641 Arminta Street			Panorama City	CA	91402	
Epebinu, Ligaya		Address on File						
Epiphany Dermatology		7300 Ranch Rd 2222	Building 1, Ste 200		Austin	TX	78730	
EPOCA INTERNATIONAL, INC.		931 Clint Moore Road			Boca Raton	FL	33487	
Epoca International, Inc.		851 Broken Sound Pkwy Nw	#110		Boca Raton	FL	33487	
Eppig, Todd M.		Address on File						
Epps, Faith		Address on File						
Epsilon Data Management, LLC		3100 Easton Square Place			Columbus	OH	43219	
Equiniti Trust Company, LLC		6201 15th Ave			Brooklyn	NY	11219	
Equipment Depot Texas, Inc		16330 Air Center Blvd.			Houston	TX	77032	
Equitable IP Corporation		356 Greenwood Court			Villanova	PA	19085	
Equity One (Northeast Portfolio), Inc.	Cole Schotz Meisel Forman & Leonard P.A.	Attn Richard Abramson, Esq.	25 Main Street		Hackensack	NJ	07601	
Equity One (Northeast Portfolio), Inc.		1600 NE Miami Gardens Drive			North Miami Beach	FL	33179	

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Equity One (Northeast Portfolio), Inc.		650 Fifth Avenue			New York	NY	10019	
Equity One (Northeast Portfolio), Inc.		410 Park Avenue			New York	NY	10022	
Erazo, Angel		Address on File						
Erazo, Fernando		Address on File						
Erdelt, Charlotte R.		Address on File						
Erdmann, Erika A.		Address on File						
Eric Beare Associates Ltd.		857 South Road			Belmont	CA	94002	
ERIC BEARE ASSOCIATES, LTD		4/F, No.3 Yuk Yat Street, Tokwawan	Kowloon		Hong Kong		0000	China
ERIC BEARE ASSOCIATES, LTD		NA			Johannesburg		2096	South Africa
Eric Ciampoli Industrial Consultants, Inc		220 Highpoint Ave			Weehawken	NJ	07086-5542	
Erica Abrams LLC		Address on File						
Erica Andeweg		Address on File						
Erickson, Brooke		Address on File						
Eriksen, Bret A.		Address on File						
Erin Crew		Address on File						
ERIN PETTY		Address on File						
Erk, Pamela J.		Address on File						
Erlenmeyer, Suzanne M.		Address on File						
Ermer, Danta D.		Address on File						
Ernest, Dennis		Address on File						
Ernst & Young LLP	Albert Garza	Wachovia-Dallas 951460	P.O. Box 951460		Dallas	TX	75395-1460	
Ernst & Young LLP	PNC Bank C/O Ernst & Young US LLP	P.O. Box 773712			Chicago	IL	60677-3712	
Ernst & Young LLP		NW 6264	PO Box 1450		Minneapolis	MN	55485-6264	
Ernst & Young LLP		3712 Solutions Center			Chicago	IL	60677-3007	
Ernst, Madison P.		Address on File						
Erskine, Stephen L.		Address on File						
Escalante, Carlos A.		Address on File						
Escalante, Maria E.		Address on File						
Escamilla, Cristabel E.		Address on File						
Escobar, Branden J.		Address on File						
Escobar, Danny		Address on File						
Escobar, Juan		Address on File						
Escobar, Marcus		Address on File						
Escobedo I, Ivette A.		Address on File						
Escuela Shopping Center	Leasing/Legal	c/o Regency Centers	One Independent Dr, Suite 114		Jacksonville	FL	32202-5019	
Escuela Shopping Center, LLC		1600 N.E. Miami Gardens Dr.			North Miami Beach	FL	33179	
eSite Analytics, Inc.		528 Johnnie Dodds Blvd.,	Suite 201		Mount Pleasant	SC	29464	
Eskridge, Shavontae		Address on File						
Esparza Jr., Ricky R.		Address on File						
Esparza, Adam		Address on File						
Esparza, Alondra		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Esparza, Peter		Address on File						
Esparza, Roland G.		Address on File						
Espina, Ariellie		Address on File						
Espinosa Zavala, Maria Belen		Address on File						
Espinoza, Gabriel	Evan J. Smith, Esq.	Law Offices Brodsky Smith	9465 Wilshire Blvd., Ste 300		Beverly Hills	CA	90212	
Espiritu, Derek K.		Address on File						
Esquivel, Juan C.		Address on File						
Esson, Bokassia		Address on File						
EST BARBARA ANN WAGGONER		Address on File						
ESTABLISHED BRANDS DBA DESIGNLOOP		5850 Opus Pkwy	Ste 250		Minnetonka	MN	55343	
Established Brands, Inc		5850 Opus Parkway	Suite 250		Minnetonka	MN	55343	
ESTAIRE SCHACHTER		Address on File						
Estee Lauder Companies		7 Corporate Center Dr.	Attn Matthew Koenig JHL AP		Melville	NY	11747	
Estes, Maria Elisa F.		Address on File						
Estrada Jr., Alejandro		Address on File						
Estrada, Jair E.		Address on File						
Estrada, Juan R.		Address on File						
Estrada, Mateo		Address on File						
Etherton, Kimberly K.		Address on File						
Etka, Andrea P.		Address on File						
Ettitude Holdings, Inc.		3037 11th Ave			Los Angeles	CA	90018	
Ettner, Joseph		Address on File						
Eurglunes, Jacob		Address on File						
Euro Style, Inc		2175 East Francisco Blvd.			San Rafael	CA	94901	
Eurofins Assurance Hong Kong Limited		Room 808, 8/F, CEO Tower	77 Wing Hong Street, Cheung Sha Wan		Kowloon		999077	China
Evancho, Timothy A.		Address on File						
Evangeline Parish Tax Commission		P.O. Box 367			Ville Platte	LA	70586-0367	
Evans II, Brian T.		Address on File						
Evans III, Robert N.		Address on File						
Evans Sr., Joshua		Address on File						
Evans, Abigail L.		Address on File						
Evans, Alexander		Address on File						
Evans, Amy G.		Address on File						
Evans, Erin		Address on File						
Evans, John T.		Address on File						
Evans, Maiya L.		Address on File						
Evans, Matthew T.		Address on File						
Evans, Miller		Address on File						
Evans, Montana A.		Address on File						
Evans, Tammy		Address on File						
Evans, Timothy J.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
EVARICH INTERNATIONAL ENTERPRISE CO., LTD.		7F-1, No.698, Sec. 4, Wenxin Rd., Beitun Dist			Taichung City		40651	Taiwan
EVELYN DORSEY JOHNSTON		Address on File						
Evelyn Nelson		Address on File						
Evenson, Kirstin A.		Address on File						
Everbank Commercial Finance, Inc.		10 Waterview Blvd			Parsippany	NJ	07054	
Everbrand Sweden AB		Agardsvagen 4			Hillerstorp		33573	Sweden
Everbridge, Inc.		PO Box 92506			Las Vegas	NV	89193	
Evergreen Shipping Agency (America) Corp		16000 Dallas Pkwy			Dallas	TX	75248	
Evergy KS MO Metro MO West		1200 Main St			Kansas City	MO	64105	
Evergy KS MO Metro MO West		P.O. Box 219330			Kansas City	MO	64121-9330	
EVERLASTING CANDLE CO. CORP		36-45500 Campus Drive			Chilliwack	BC	V2R6E9	Canada
Evermill Inc.		578 Washington Blvd	#838		Marina Del Rey	CA	90292	
Eversource Energy		247 Station Drive			Westwood	MA	02090	
Eversource Energy		PO Box 56007			Boston	MA	02205-6007	
Everything Has Its Place LLC		125 E 13th Street #804			Chicago	IL	60605	
Evolutio PS, LLC		167 North Green St	4th Floor		Chicago	IL	60607	
Evolution Management + Marketing		14622 Ventura Blvd	#2007		Sherman Oaks	CA	91403	
Evriholder Prodcuts LLC	Honeylyn Chang	975 West Imperial Highway Suite 100			BREA	CA	92821	
Evriholder Products, Inc		1530 S Lewis Street			Anaheim	CA	92806	
EVRIHOLDER PRODUCTS, LLC.		1500 S Lewis Street			Anaheim	CA	92805	
EVRIHOLDER PRODUCTS, LLC.		975 W Imperial Hwy			Brea	CA	92821	
EVRIHOLDER PRODUCTS, LLC.		1500 S Lewis Street			Brea	CA	92821	
Ewing, Rachel A.		Address on File						
Exaclair Inc.		143 West 29th Street	Suite 1000		New York	NY	10001	
Exact Automation		911 S. Hawthorne Ave			Elmhurst	IL	60126	
Exeqpath		321 SW 187th Avenue			Pembroke Pines	FL	33029	
ExlService Holdings, Inc.		320 Park Avenue, 29th Floor			New York	NY	10022	
Experian Marketing Solutions, LLC		P.O. Box 881971			Los Angeles	CA	90088-1971	
Expert Apparel Manufacturing, Inc.		3824 CEDAR SPRINGS ROAD, SUITE 643			DALLAS	TX	75219	
Expo Design		105-A Glen Street			Glen Cove	NY	11542	
EXPO DESIGN, INC.		1 Garvies Point RD			Glen Cove	NY	11542	
Eyiti, Richard Y.		Address on File						
ezCater, Inc		40 Water St, 5th Floor			Boston	MA	02109	
F & H GROUP USA INC		41 Madison Avenue	19th Floor		New York	NY	10010	
F C Brown (Steel Equipment) Limited		Caswell Way	Reevesland Industrial Estate		Newport, GWENT		NP194PW	United Kingdom
F&H Group USA Inc.		41 Madison			New York	NY	10010	
F&M Tool and Plastics, Inc.		175 Pioneer Dr			Leominster	MA	01453	
Fabian, Lance K.		Address on File						
Fabian, Paola J.		Address on File						
Fabiani, Roxanne V.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
FABLE PETS, INC		150 Rivington St.	#4H		New York	NY	10002	
Fable Pets, Inc.		416 West 52nd Street 307			New York	NY	10019	
Facarile, Thomas		Address on File						
Facility Solutions Group, Inc.		PO Box 674491			Dallas	TX	75267	
Facility Solutions Group, Inc.		P.O. BOX 200942			Dallas	TX	75320-0942	
Fadell, Mary J.		Address on File						
Fagan, Maren		Address on File						
Fagan, Tracy		Address on File						
Failor, Deborah A.		Address on File						
Fair Jr., Don R.		Address on File						
Fair Oaks & Union, LLC		1683 Walnut Grove Ave			Rosemead	CA	91770-3711	
Fair Oaks/ Union, LLC	Donna Chen	1510 Oxley Street	Suite A		South Pasadena	CA	91030	
Fair Oaks/Union, LLC	Patricia Pringgosusanto	c/o CFT Developments, LLC	1683 Walnut Grove Ave		Rosemead	CA	91770-3711	
Fairfax Water - VA		PO Box 5008			Merrifield	VA	22116-5008	
Fairfax Water - VA		8570 Executive Park Ave.			Fairfax	VA	22031	
Fairway Supply		6621 N Beltline Road	Suite 130		Irving	TX	75063	
Faison, Frederick G.		Address on File						
Fajardo Michels, Sophia R.		Address on File						
Fakhori, Eman		Address on File						
Falcofsky, Sheryl R.		Address on File						
Falke, Rhian		Address on File						
Falls, Kyle		Address on File						
Family Life Academy Charter School		316 E 165th St			Bronx	NY	10456-6009	
Fance, Shyanna		Address on File						
Farabee, Joy		Address on File						
Fargnoli IV, John V.		Address on File						
Farias, Cassandra A.		Address on File						
Faris, Gwynne E.		Address on File						
FarmSteady		595 Dean Street Unit 1709			Brooklyn	NY	11238	
Farnsworth, Addison		Address on File						
Farr, Coleen M.		Address on File						
Farrar, Andrea M.		Address on File						
Farris, Audrey		Address on File						
Farris, Natley J.		Address on File						
Farris, Oliviyah W.		Address on File						
Fashion Place Mega, LLC		SDS-12-2780	P.O. Box 86		Minneapolis	MN	55486	
Fashion Place, LLC	Attn Law/Lease Administration	c/o General Growth Properties, Inc.	110 North Wacker Drive		Chicago	IL	60606	
Fashion Valley Mall, LLC	c/o Simon Property Group	225 W. Washington St			Indianapolis	IN	46204-3438	
Fashion Valley Mall, LLC		7007 Friars Rd	Suite 392		San Diego	CA	92108	
Fastabend, Afton M.		Address on File						
FastCap		5016 Pacific Highway			Ferndale	WA	98248	
Fastenal Company		P.O. Box 1286			Winona	MN	55987-1286	
Fasteners for Retail, Inc dba Siffron		PO Box 932397			Cleveland	OH	44193	
Fatboy USA, LLC		875 West Sandy Lake Road, Suite 100			Coppell	TX	75019	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
FATBOY USA, LLC		875 West Sandy Lake Road			Coppell	TX	75019	
Faulkner, Sarah M.		Address on File						
Faust, Donna L.		Address on File						
Fay, Adrienne L.		Address on File						
Fayen, Edrean		Address on File						
FC BRANDS LLC		131 W. 35th St. Suite 8			New York	NY	10001	
FC Brands LLC		131 W. 35th Street	Suite 801		New York	NY	10001	
FC Yonkers Associates, LLC	Attn General Counsel	c/o Forest City Ratner Companies	One MetroTech Center		Brooklyn	NY	11201	
FDS USA INC		260 W 39th Street	9th Floor		New York	NY	10018	
FDS USA INC		530 7th Ave	M1		New York	NY	10018	
FDS USA INC		777 S. Alameda St.	2nd Floor		Los Angeles	CA	90021	
FDS USA INC		260 W 39th St	9th Flr		New York	NY	10018	
Feao II, Sione B.		Address on File						
Fearance, Sierra		Address on File						
Featherston, Jovany		Address on File						
Featherstone, Erika		Address on File						
FEDChex, LLC		27042 Towne Centre Drive	Suite 150		Foothill Ranch	CA	92610	
Federal Insurance Company		202B Halls Mill Road			Whitehouse Station	NJ	08889	
Federal Insurance Company		436 Walnut Street			PHILADELPHIA	PA	19106	
Federal Realty - Congressional Plaza Assoc		Congressional Plaza (030-1080)	Fed Real Invest Trust P.O. Box 8500-9320		Philadelphia	PA	19178-9320	
Federal Realty investment Trust	Legal Department	909 Rose Ave., Suite 200			North Bethesda	MD	20852	
Federal Realty Investment Trust		1626 East Jefferson Street			Rockville	MD	20852	
FEDERAL REALTY OP LP		909 Rose Avenue Suite 200			North Bethesda	MD	20852	
Fedex	FedEx Corp	POB 660481			Dallas	TX	75266	
FedEx		PO Box 94515			Palatine	IL	60094-4515	
Fedex		PO Box 371461			Pittsburgh	PA	15250	
Fedex		Dept CH PO Box 10306			Palatine	IL	60055	
FedEX Freight		PO Box 223125			Pittsburgh	PA	15251-2125	
FedEX Freight		Dept CH	P.O. Box 10306		Palatine	IL	60055-0306	
Feeny IV, Charles B.		Address on File						
Feeny, Isaac M.		Address on File						
Feeser, Rachel M.		Address on File						
Feilx, Miguel		Address on File						
Felder USA		2 Lukens Drive	Suite 300		New Castle	DE	19720	
Feldman, Laura J.		Address on File						
Felecia Hines		Address on File						
Felice Jr., William A.		Address on File						
Felicia Schimpf		Address on File						
Felicia Talbert		Address on File						
Feliciano Sr., Shawn C.		Address on File						
Feliciano, Felicia		Address on File						
Felita Cavette		Address on File						
Felix, Laura H.		Address on File						
Felix-Gabriel, Briana A.		Address on File						
Felix-Hamilton, Sonya L.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Feliz LA		11693 San Vicente Blvd	Suite 158		Los Angeles	CA	90049	
Fellenz, Peter J.		Address on File						
Fellow Industries, Inc		560 Alabama Street			San Francisco	CA	94110	
FELLOW INDUSTRIES, INC.		320 Florida Street			San Francisco	CA	94110	
Feltz, Brianna		Address on File						
Fenner, Angelena		Address on File						
Fenner, Jeremiah A.		Address on File						
Fenner, Marceil I.		Address on File						
Fenner, Sally A.		Address on File						
Fenton III, Lawrence W.		Address on File						
Fenton, Kaylee		Address on File						
Fenty, Cheryl		Address on File						
FENUGREEN LLC		5550 Sterrett Place	STE 100		Columbia	MD	21044	
Fenugreen, LLC		9110 Red Branch Rd, Ste P			Columbia	MD	21045	
Fenwick, Jasmine A.		Address on File						
Fenyves, Suzanne W.		Address on File						
Ferdues, Khandaker J.		Address on File						
Ferguson, Olivia		Address on File						
Fern, Cynthia A.		Address on File						
Fernandes, Gina		Address on File						
Fernandez Jr., Edgar R.		Address on File						
Fernandez, Alma G.		Address on File						
Fernandez, Dalia L.		Address on File						
Fernandez, Lisa		Address on File						
Fernandez, Maria G.		Address on File						
Fernandez, Marvin A.		Address on File						
FERNANDO VELASQUEZ		Address on File						
Fernando, Anya		Address on File						
Ferrandino, Mary L.		Address on File						
Ferraro, Paige		Address on File						
Ferre, Esther N.		Address on File						
Ferreira da Silva, Alexandre P.		Address on File						
Ferrel, Christine M.		Address on File						
Ferrell, Jessica		Address on File						
Ferrell, Lacy V.		Address on File						
Ferrellgas		P.O. Box 173940			Denver	CO	80217-3940	
Ferretis, Juan R.		Address on File						
Ferri III, John B.		Address on File						
Ferris, Evelina P.		Address on File						
Ferris, Leslie S.		Address on File						
Ferrufino, Jose		Address on File						
Fette, Brian E.		Address on File						
Fetterolf, Debra S.		Address on File						
Fetters, Tyler		Address on File						
Feurtado, Kathryn		Address on File						
Fewell, Ciarah J.		Address on File						
Fiacco, Sarah W.		Address on File						
FiberLok Technologies, Inc.		811 Stockton Ave			Fort Collins	CO	80524	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Fickel, Lucinda		Address on File						
Fidanque, Alexa R.		Address on File						
Fiddler, Marc D.		Address on File						
Fidelity Brokerage Services LLC		245 Summer Street			Boston	MA	02210	
Fidelity Investments		Fidelity Investments Institutions Operat	Post Office Box 73307		Chicago	IL	60673-7307	
Fidelity Security Life dba Luxottica Retail		FSL/EYEMED Premiums	PO Box 632530		Cincinnati	OH	45263	
Field, Pamela		Address on File						
Fields, Jada		Address on File						
Fields, Michael L.		Address on File						
Fierro, Flynn		Address on File						
Fifield Inc		PO Box 847164			Boston	MA	02284	
Fifield, Katie		Address on File						
Figueroa Jr., Michael D.		Address on File						
Figueroa, Christopher A.		Address on File						
Figueroa, Francisco		Address on File						
Figueroa, Leida E.		Address on File						
Figueroa, Monique A.		Address on File						
Figueroa, Nick R.		Address on File						
Filgo Oil Company		PO Box 565421			Dallas	TX	75356-5421	
Filtration Systems, Inc.		1843 Dunbarton Lane			Belvidere	IL	61008	
Financial Accounting Standards Board		PO Box 418272			Boston	MA	02241-8272	
Finch, Gary H.		Address on File						
Finelli, Marina		Address on File						
Fingerhood, Sabrina R.		Address on File						
Finkelstein, Jamie		Address on File						
Finn, Jennifer S.		Address on File						
Fiol, Tanya S.		Address on File						
First Equipment Company		P.O. Box 2129			Addison	TX	75001-2129	
First Orion Corp.		520 Main St	Ste 400		North Little Rock	AR	72114	
FirstCall Mechanical		1750 Briercroft CT			Carrollton	TX	75006	
Fischer, Kya		Address on File						
Fisher, Amy		Address on File						
Fisher, Deanna J.		Address on File						
Fisher, Shannon M.		Address on File						
Fisher, Stephanie A.		Address on File						
FisherBroyles, LLP		PO Box 735232			Dallas	TX	75373	
Fitch, Courtney M.		Address on File						
Fitchheard-Brydson, Alberta		Address on File						
Fitness Interactive Experience, Inc		1082 Bellevue Dr, NE			Atlanta	GA	30306	
Fitzgerald Jr., Casey N.		Address on File						
Fitzgerald, Colleen M.		Address on File						
Fitzgibbon, Peter S.		Address on File						
Fitzpatrick, Luna		Address on File						
FIZZ CREATIONS LTD		Unit 6, Commerce Way	Lancing		West Sussex		BN15 8TA	United Kingdom
Flagel Wilson, Catherine M.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Flaherty, Caitlin M.		Address on File						
Flaherty, Melissa A.		Address on File						
FLAMBEAU COMMERCIAL MKTS.GROUP		15981 Valplast Street			Middlefield	OH	44062	
Flambeau Products Corporation		NW 5581	P.O. Box 1450		Minneapolis	MN	55485-5581	
Flame and Wax, Inc. dba Voluspa		2900 McCabe Way			Irvine	CA	92614	
Flanders, Brigid		Address on File						
Flannery, Jacob		Address on File						
Flatiron Property Holding LLC		PO Box 511417			Los Angeles	CA	90051-7972	
Flatiron Property Holding, L.L.C.	c/o Macerich	401 Wilshire Boulevard	P.O. Box 2172, Suite 700		Santa Monica	CA	90407	
Flatiron Property Holding, L.L.C.	Management Office	One W. Flatiron Crossing Dr, Sjuite 1083			Broomfield	CO	80021	
Flatiron Property Holding, L.L.C.		One West Flatiron Crossing Drive	Suite 1083		Broomfield	CO	80021	
Flaws, Jessica J.		Address on File						
Fleischman, Benjamin		Address on File						
Fleming, Alexander M.		Address on File						
Fleming, Christi		Address on File						
Fletcher, DaeJa M.		Address on File						
Fletcher, Judith E.		Address on File						
Fletes, Alexander J.		Address on File						
Flexport, Inc.		760 Market Street	8th Floor		San Francisco	CA	94102	
Flip & Tumble		820 Kains Avenue	#311		Albany	CA	94706	
FLIP & TUMBLE		3060 El Cerrito Plaza, #177			El Cerrito	CA	94530	
Florek, Misty T.		Address on File						
Flores Jr., Pablo		Address on File						
Flores Maldonado, Rosa M.		Address on File						
Flores, Alan J.		Address on File						
Flores, Brenda		Address on File						
Flores, Desiree L.		Address on File						
Flores, Diana		Address on File						
Flores, Diana L.		Address on File						
Flores, Efren		Address on File						
Flores, Ethan		Address on File						
Flores, Evelyn		Address on File						
Flores, Fabian		Address on File						
Flores, Guillermo J.		Address on File						
Flores, Jaime H.		Address on File						
Flores, James M.		Address on File						
Flores, Javier		Address on File						
Flores, Jaymz M.		Address on File						
Flores, Juliana		Address on File						
Flores, Maria M.		Address on File						
Flores, Mariah C.		Address on File						
Flores, Morgana A.		Address on File						
Flores, Rendel		Address on File						
Flores, Stephany M.		Address on File						
Flores, Yla		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Florida Attorney General	Attn Bankruptcy Department	PL-01 The Capitol			Tallahassee	FL	32399-1050	
Florida Department of Financial Services	Bureau of Unclaimed Property	PO Box 6350			Tallahassee	FL	32314-6350	
Florida Department of Financial Services		P.O. Box 1990			Tallahassee	FL	32302-1990	
Florida Department of Financial Services		P.O Box 6350			Tallahassee	FL	32314-6350	
Florida Department of Revenue		5050 W. Tennessee Street			Tallahassee	FL	32399-0135	
Florida Dept of Agriculture & Consumer Svcs		PO Box 6700			Tallahassee	FL	32399-6700	
Florida Dept of Financial Services	Division of Unclaimed Property	200 East Gaines Street			Tallahassee	FL	32399-0358	
Florida Power & Light Company		700 Universe Blvd.			Juno Beach	FL	33408-0420	
Flowers, Charles M.		Address on File						
Flowers, Paige E.		Address on File						
Floyd, Chloe		Address on File						
Floyd, Julia		Address on File						
Fly Away Style, LLC DBA Taylor Paladino		Address on File						
Flynn, Heidi A.		Address on File						
FOCUS 12, INC.		10949 E. Peakview Ave.	(Optional)		ENGLEWOOD	CO	80111	
Focus 12, Inc.		PO Box 18144			Boulder	CO	80308	
FOCUS 12, INC.		PO Box 631042			Highlands Ranch	CO	80163	
Foerster, Stefanie F.		Address on File						
Fogue, Julie A.		Address on File						
Folkes-Dixon, Zahra		Address on File						
Follett Higher Education Group, Inc.		3 Westbrook Corporate Center			Westchester	IL	60154	
Folsom, Jessica A.		Address on File						
Fong, Anne M.		Address on File						
Fonseca III, Arthur C.		Address on File						
Fonseca, Jason D.		Address on File						
Fonseca, Jessica T.		Address on File						
Fonseca, Suzy		Address on File						
Fonseca, Valeria V.		Address on File						
Fontenot, LaRhonda E.		Address on File						
Food52 INC		122 West 26th, 8th floor			New York	NY	10001	
Foose, David J.		Address on File						
Forbes, Ezekiel		Address on File						
Forbes, Katherine M.		Address on File						
Ford, Abigail L.		Address on File						
Ford, Austin		Address on File						
Ford, Verceah		Address on File						
Foreman, Kayla		Address on File						
Forest City Commercial Management, Inc.		Terminal Tower	50 Public Square, Suite 700		Cleveland	OH	44113-2203	
Forkpah, Darlingboy		Address on File						
Fornabaio, Laura		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Foroughi, Stefon		Address on File						
Forrest, Alison K.		Address on File						
Forrester, Lindsey R.		Address on File						
Forster, Cherie R.		Address on File						
Forsyth, Ella		Address on File						
Fort Worth Water Department		PO Box 961003			Fort Worth	TX	76161-0003	
Fort Worth Water Department		100 Fort Worth Trail, 5th Floor			Fort Worth	TX	76102	
Forte, Gabriel M.		Address on File						
FORTESSA TABLEWARE SOLUTIONS LLC		402 McGhee Rd			Winchester	VA	22603	
Fortessa Tableware Solutions LLC		20412 Bashan Drive			Ashburn	VA	20147	
Fortin, James J.		Address on File						
Fortney, Nicholas J.		Address on File						
Forvis, LLP		PO BOX 200870			Dallas	TX	75320	
FORVIS, LLP		14241 Dallas Parkway	Suite 1100		Dallas	TX	75254	
Forwood, Brittany L.		Address on File						
Foss, Lara M.		Address on File						
Foster, Claire		Address on File						
Foster, Eternity D.		Address on File						
Foster, Ricardo M.		Address on File						
Fountain, Amaria A.		Address on File						
Fountain, Courtney E.		Address on File						
Fowler, Kai		Address on File						
Fox Run Craftsmen		1907 Stout Drive			Ivyland	PA	18974	
Fox, Carolin		Address on File						
Fox, Corine H.		Address on File						
Fox, Iris		Address on File						
Fox, Lucifer R.		Address on File						
FoxMind Canada Enterprises Ltd.		5530 Saint-Patrick Unit 1104			Montreal	QC	H4E 1A8	Canada
FOXMIND CANADA ENTERPRISES LTD.		5530 St-Patrick #1104			Montreal	QC	H4E 1A8	Canada
FP Pembroke Gardens, LLC	Attn Legal Department	Federal Realty OP LP	909 Rose Avenue Suite 200		North Bethesda	MD	20852	
FPL - Florida Power & Light Company		General Mail Facility			Miami	FL	33188-0001	
Fralish, John	Alex Darr, Esq.	Darr Law LLC	1391 W 5th Avenue, #313		Columbus	OH	43212	
Frama-Tech LLC		8851 Navarre Pkwy			Navarre	FL	32566-2198	
Franaszek, Monica		Address on File						
Francilus, Emmanuela		Address on File						
Francis, Montell		Address on File						
Franco, Diego		Address on File						
Francois, Frantz		Address on File						
Francois, Shaunte R.		Address on File						
Frank, Elizabeth A.		Address on File						
Frank, Jason E.		Address on File						
Frank, Kevin A.		Address on File						
Franklin Parish School Board		P.O. Drawer 337			Winnsboro	LA	71295	

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
FRANKLIN PRESTON TAYLOR JR		Address on File						
Franklin, Anne K.		Address on File						
Franklin, Austin		Address on File						
Franklin, Darrell J.		Address on File						
Franklin, Earl		Address on File						
Franks, Joshua		Address on File						
Frantz, Abigail		Address on File						
Frantz, Mark C.		Address on File						
Franzese, Elizabeth S.		Address on File						
Frasca, Rachel and Liliana Gibbs	Marlon Carbajal, Esq.	Adam B. Reed & Associates	11300 N. Central Expressway, Suite 200		Dallas	TX	75243	
Frasca, Rachel and Liliana Gibbs	Phillip C. Beall, CPCU, AIC-M	ESIS AGL Senior Claims Representative	P.O. Box 5128		Scranton	PA	18505	
Fraser, Cheryl		Address on File						
Fraser, Denise		Address on File						
Frate, Hope M.		Address on File						
Fratelli Guzzini S.p.A.		Contrada Mattonata, 60			Recanati		62019	Italy
Frausto, Adriana		Address on File						
Frazier, Allison S.		Address on File						
Frazier, Erica		Address on File						
Frazier, Keisha R.		Address on File						
Frazier, Shantavia		Address on File						
Freauff, Kimberly		Address on File						
FRED AND FRIENDS		30 Martin Street West			Cumberland	RI	02864	
Fred Sloan		Address on File						
Frederick Hart Co, Inc. DBA Compac Industries		4963 S Royal Atlanta Dr			Tucker	GA	30084	
Frederick Hart Co, Inc. DBA Compac Industries		2617 Talley Street			Decatur	GA	30030	
Fredrich, Sophie R.		Address on File						
Free-Free (USA), Inc.		1890 S. Carlos Ave			Ontario	CA	91761	
Freeman, Carey L.		Address on File						
Freeman, Rachel M.		Address on File						
Freeman, Rkeem C.		Address on File						
Freeman, Sherita R.		Address on File						
Freeman-Leonard VI, LLC		5301 Alpha Rd	Suite 80-42		Dallas	TX	75240	
Freites, Sean A.		Address on File						
Fresca, Rachel	Adam B. Reed & Associates	11300 N. Central Expwy Ste. 200			Dallas	TX	75243	
FRESH AMERICAN, LLC DBA ANNIE SELKE		125 Pecks Road			Pittsfield	MA	01201	
Fresh Wave/ OMI Industries		18-6 East Dundee Road	Suite 101		Barrington	IL	60010	
FRESH WAVE/OMI INDUSTRIES		220 N Smith St	Suite 315		Palatine	IL	60067	
FRESHLINK DEVELOPMENT LLC DBA PREPARA		151 Forest Street, Unit H			Montclair	NJ	07042	
Freshlink Product Development LLC dba Prepara		151 Forest St. Unit H			Montclair	NJ	07042	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Fretwell, Brendan		Address on File						
Freudiger, Joseph		Address on File						
Freund, Cathy		Address on File						
Frey, Cerissa E.		Address on File						
Frey, Meredith		Address on File						
FRG Waste Resources, Inc		PO Box 10858			Napa	CA	94581	
Frias, Bradley		Address on File						
Frias, Francisca C.		Address on File						
Friday II, Cyril R.		Address on File						
Friday, Marcus		Address on File						
Friday, Maria D.		Address on File						
Fridegotto, Gabriel A.		Address on File						
Friedgood, Laura R.		Address on File						
Friedman, Chad		Address on File						
Friedman, Darlene L.		Address on File						
Friedrich Jr., Donald H.		Address on File						
Friel, Hanah R.		Address on File						
Friendbuy, Inc.		2516 Via Tejon, Suite 201			Palos Verdes Estates	CA	90274	
Friesen, Denis L.		Address on File						
Frimpong, Patience		Address on File						
FRINGE STUDIO		6025 Slauson Ave			CULVER CITY	CA	90230	
FRINGE STUDIO		6029 Slauson Ave			CULVER CITY	CA	90230	
Fringe Studio, LLC		P.O. Box 3663			Culver City	CA	90231	
FRIT San Jose Town & Country Village	Leasing/Legal	c/o Federal Realty Investment Trust	909 Rose Avenue, Suite 200		North Bethesda	MD	20852	
FRIT San Jose Town & Country Village LLC		P.O. Box 79408			City of Industry	CA	91716-9408	
Fritsch, Dustin R.		Address on File						
Fritz, Ronald L.		Address on File						
Fritzman, Barbara L.		Address on File						
Frodine, Pare R.		Address on File						
Frontier Communications		1919 McKinney Ave.			Dallas	TX	75201	
Frontier Communications		PO BOX 740407			CINCINNATI	OH	45274-0407	
Frump, Gary L.		Address on File						
FS.Com, Inc.		380 Centerpoint Blvd.			New Castle	DE	19720	
FSLRO 7580 W Bell Glendale, LLC	c/o Ojala Partners, LP	2501 N. Harwood, Suite 2400			Dallas	TX	75201	
FSLRO 7580 W Bell Glendale, LLC	Retail Property Manager	c/o Lincoln Property Company Commercial, LLC	8111 Douglas Ave., Ste 600		Dallas	TX	75225	
FSLRO 7580 W Bell Glendale, LLC		2501 N. Harwood, Suite 2400			Dallas	TX	75201	
FSLRO 7580 W Bell Glendale, LLC		2000 McKinney Ave	Suite 1000		Dallas	TX	75201	
FTI Brands LLC		4737 Reed Rd, STE 200			Upper Arlington	OH	43220	
FTI BRANDS, LLC		10941 Oak Mountain PL			Shadow Hills	CA	91040	
Fudge, Brandon		Address on File						
Fuentes, Joshua X.		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Fuerst, Allison		Address on File						
Fukuda, Irisu		Address on File						
Fulcrum Products Inc		5441 SW Macadam Ave	Suite 302		Portland	OR	97239	
FULCRUM PRODUCTS INC.		712 Main Street	Suite 200		Oregon City	OR	97045	
FULCRUM PRODUCTS INC.		P.O. Box 820205			Portland	OR	97282	
Fulgham, Duane		Address on File						
Fuller, Amayah		Address on File						
Fuller, Charlette T.		Address on File						
Fuller, Meredith		Address on File						
Fulmer, Macey J.		Address on File						
Fulton County Finance Department, GA		141 Pryor St. SW, Ste. 7001			Atlanta	GA	30303	
Fulton County Finance Department, GA		PO Box 105300			ATLANTA	GA	30348-5300	
Fulton County Tax Commissioner		P.O. Box 105052			Atlanta	GA	30348-5052	
Fumey-Nassah, Karmen		Address on File						
FUNDER AMERICA INC.		200 Funder Drive	PO Box 729		Mocksville	NC	27028	
FUNKY RICO INC.		10161 NW 3RD CT			Plantation	FL	33324	
Funky Rico Inc.		1206 Stirling Rd. Suite 4-A			Dania Beach	FL	33004	
FUNKY RICO INC.		1206 Stirling Rd, 4A			Dania Beach	FL	33004	
Furlong, Nancy		Address on File						
Furmeisen, Kerstin A.		Address on File						
Furr Jr., James		Address on File						
Furst, Arthur	Howard M. Kahalas, PC	Howard Kahalas	6 Beason Street - Ste 1020		Boston	MA	02108	
Furst, Arthur Y.		Address on File						
Fuzhou Jinqingyun Import and Export Co. LTD		17F/L Tower A Yongtongchang Bldg No.75	Fuxin Zhong Road		Fuzhou, Fujian		350011	China
Gable, Zachary A.		Address on File						
Gabrail, Megan A.		Address on File						
Gabriela Avila Hernandez		Address on File						
Gabrielle Fong		Address on File						
Gachii, Joy		Address on File						
Gaddis, Denise L.		Address on File						
Gadson, Trevor		Address on File						
Gaffney, Claudine	Morgan & Morgan	Benjamin Patz	703 Waterford Way, Ste 1000		Miami	FL	33126	
Gage & Gage Inc		4950 12th Ave E			Shakopee	MN	55379	
Gage, Ian D.		Address on File						
Gage, Joshua M.		Address on File						
Gaidish, Allison		Address on File						
Gail Peteler		Address on File						
GAIL PLOTKIN		Address on File						
Gail Seanor		Address on File						
Gaines III, Kenneth M.		Address on File						
Gaines, Michael W.		Address on File						
Gaitan, Marguerite A.		Address on File						
Gaitan, Marisela		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Galario, Marcus Alan D.		Address on File						
Galarza Hernandez, Wilmer J.		Address on File						
Galeana Jr., Jose		Address on File						
Galeana, Jose		Address on File						
Galibut, Moana		Address on File						
Galicia, Chris		Address on File						
Galicia, Marcus		Address on File						
Galindo, Yineli M.		Address on File						
Gallagher Bassett Services Inc.	GB Claims	2850 Golf Road			Rolling Meadows	IL	60008	
Gallagher Bassett Services Inc.	GB-Admin	2850 Golf Road			Rolling Meadows	IL	60008	
Gallagher, Kaden C.		Address on File						
Gallagher, Virginia M.		Address on File						
Gallant, Stephen P.		Address on File						
Gallardo Plourd, Melissa		Address on File						
Gallardo, Jenifer		Address on File						
Gallardo, Mark		Address on File						
Galloway, Genevieve		Address on File						
Gallegos, Antonio		Address on File						
Gallegos, Maria E.		Address on File						
Gallegos, Marlene P.		Address on File						
Galleria Alpha Plaza, Ltd	Wayne L. Nash	2001 Preston Rd			Plano	TX	75093	
Galleria Alpha Plaza, Ltd.		2001 Preston Rd.			Plano	TX	75093	
Galloway Sherrill, Tiah E.		Address on File						
Galloway, Imari B.		Address on File						
Galusha, Lynn		Address on File						
Galvez, Marisol A.		Address on File						
Galyen, Sarah E.		Address on File						
Gamache, Lawrence		Address on File						
Gamarro Estrada, Edna X.		Address on File						
Gamble, Quentin L.		Address on File						
Gamez, Benedict		Address on File						
Gamez, Raymond A.		Address on File						
GAMMA2		2300 E Randol Mill Rd			Arlington	TX	76011	
Gamma2 LLC		PO Box 733418			Dallas	TX	75373-3418	
Gamut Smart Media From COX, LLC		PO Box 934195			Atlanta	GA	31193	
Gant, Malcolm		Address on File						
Gantt, Andrea B.		Address on File						
Ganus, Nikiyah		Address on File						
Gaona, Andrea		Address on File						
Garay, Gil A.		Address on File						
Garber, Gayle L.		Address on File						
Garbutt, Hannah L.		Address on File						
Garcia Jr., Rafael C.		Address on File						
Garcia, Aaron		Address on File						
Garcia, Arianna		Address on File						
Garcia, Armando J.		Address on File						
Garcia, Ashley N.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Garcia, Benjamin		Address on File						
Garcia, Bryan		Address on File						
Garcia, Chris A.		Address on File						
Garcia, David		Address on File						
Garcia, Donavin E.		Address on File						
Garcia, Esmeralda		Address on File						
Garcia, Estefania		Address on File						
Garcia, Franchesca D.		Address on File						
Garcia, Grant N.		Address on File						
Garcia, Isacc		Address on File						
Garcia, Israel R.		Address on File						
Garcia, Jacobo		Address on File						
Garcia, Javier		Address on File						
Garcia, Jaylene		Address on File						
Garcia, Karina		Address on File						
Garcia, Kimberly R.		Address on File						
Garcia, Liliana		Address on File						
Garcia, Lisette		Address on File						
Garcia, Lolita		Address on File						
Garcia, Maria		Address on File						
Garcia, Mialany		Address on File						
Garcia, Omar		Address on File						
Garcia, Oscar		Address on File						
Garcia, Rafael		Address on File						
Garcia, Rosy		Address on File						
Garcia, Sarah A.		Address on File						
Garcia, Sharie		Address on File						
Garcia, Sharil N.		Address on File						
Garcia, Teresa		Address on File						
Garcia, Veronica Y.		Address on File						
Garcia, Wendy S.		Address on File						
Garcia-Mendoza, Maryuri D.		Address on File						
Garcia-Slajer, Norma J.		Address on File						
Garda CL		3209 Momentum Place			Chicago	IL	60689-5332	
Garden City Leasehold Properties LLC	Lease Compliance Dept	221 W. Sixth St, Suite 1100			Austin	TX	78701	
Garden City Leasehold Properties LLC	Lease Compliance Dept	400 Atlantic Ave			Boston	MA	02110-3333	
Garden City Leasehold Properties LLC	Lease Compliance Dept	33 Boylston Street, Suite 3000			Chestnut Hill	MA	02467	
Garden City Leasehold Properties LLC	Lease Compliance Dept	100 Midway Road, Suite 14			Cranston	RI	02920	
Garden City Leasehold Properties LLC		PO Box 206			Worcester	MA	01613	
Garden City Owner LLC		P.O. Box 845254			Boston	MA	02284	
Garden City Owner, LLC	c/o WS Asset Management, Inc.	33 Boylston Street, Suite 3000			Chestnut Hill	MA	02467	
Gardere, Gregory		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Gardner, Angela C.		Address on File						
Gardner, Bradley A.		Address on File						
Gardner, Laura Y.		Address on File						
Gardner, Tasha		Address on File						
Gardyas, Christine		Address on File						
Garfat, Robert T.		Address on File						
Gargiulo, Stephanie D.		Address on File						
Garlick, Alissa M.		Address on File						
Garlick, Samuel		Address on File						
Garnier, Danielle R.		Address on File						
Garonzik, Gary		Address on File						
Garrett, Amber P.		Address on File						
Garrett, Debra C.		Address on File						
Garrido, Obed R.		Address on File						
Garrison, James J.		Address on File						
Garrison, Nabil		Address on File						
Garrison, Shirley		Address on File						
Garrison, Stella B.		Address on File						
Garry Jalowka dba Mr. Window Cleaning		Address on File						
GARTNER STUDIOS		201 Main Street South			Stillwater	MN	55082	
Gartner Studios, dba russell hazel		220 East Myrtle Street			Stillwater	MN	55082	
Gartner, Inc.		P.O. Box 911319			Dallas	TX	75391	
Garveys Office Products		P.O. BOX 5678			Carol Stream	IL	60197-5678	
Gary Bell and Associates, Inc. dba GBA, Inc.		201 Noe St.			San Francisco	CA	94114	
GARY KEMP		Address on File						
Gary, Everett E.		Address on File						
Garza, Debra J.		Address on File						
Garza, Laura A.		Address on File						
Garza, Prissandra		Address on File						
Garza, Zaragosa R.		Address on File						
Gas South		P.O. Box 530552			ATLANTA	GA	30353-0552	
Gas South		788 Circle 75 Parkway SE			Atlanta	GA	30339	
Gaskins, Olivia J.		Address on File						
Gaspar Fernandez, Magdalena E.		Address on File						
Gaspar, Amelia		Address on File						
Gass, Glenn A.		Address on File						
Gass, Reagen C.		Address on File						
Gaston, Michelle M.		Address on File						
Gates, Nia		Address on File						
Gateway Freight Systems Inc.		1425 Norjohn Court	Unit 6		Burlington	ON	L7L OE6	Canada
Gateway Square, LLC	SVP, Chief Legal Officer	c/o WPG	4900 E Dublin Granville Rd		Columbus	OH	43081	
Gateway Square, LLC	SVP, Chief Legal Officer	180 E. Broad St			Columbus	OH	43215	
Gateway Square, LLC		4900 E DUBLIN GRANVILLE RD., 4TH FL			COLUMBUS	OH	43081	
Gateway Square, LLC		PO Box 404133			Atlanta	GA	30384-4133	
Gatewood, Claudine N.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
GATHRE		2575 West 400 North	Suite 100 A		London	UT	84042	
Gaultney, Kellye A.		Address on File						
Gauthier, Alani		Address on File						
Gauthier, Alliyah		Address on File						
Gavitt, Janet L.		Address on File						
GAWS of London Limited	Claims Manager	One America Square, 17 Crosswall			London		EC3N 2AD	United Kingdom
GAWS of London Limited		12 Princes Parade Princes Dock			Liverpool		L3 1BG	United Kingdom
Gay, Marcus D.		Address on File						
Gayle Jacobs dba Actually Organized, LLC		Address on File						
Gaytan, Benigno C.		Address on File						
GCE International , Inc.	Scott D. Stimpson, Esq.	Sills Cummis & Gross	101 Park Avenue, 28th Floor		New York	NY	10178	
GCE International, Inc.		1385 Broadway FL 21			New York	NY	10018-6022	
Gear, Timothy W.		Address on File						
GearsCRM, Inc.		10 Kearney Road	Suite 152		Needham	MA	02494	
GearsCRM, Inc.		75 New Hampshire Ave, #100			Portsmouth	NH	03801	
Geary, Denise A.		Address on File						
Gebremariam, Senay M.		Address on File						
Gee, Chris		Address on File						
Gee, Ruth B.		Address on File						
Gee, Tony		Address on File						
Geffrard, Jennifer		Address on File						
Gehring, George M.		Address on File						
Geil, Heather E.		Address on File						
Gembala, Cynthia A.		Address on File						
Gen Harper	Jana Eisinger, Esq.	Law Office of Jana Eisinger, PLLC	4610 South Ulster Street, Suite 150		Denver	CO	80237	
Gen Harper	Jeremy Y. Weltman, Esq. Adam G. Gutbezah, Esq.	Ruberto, Israel & Weiner,P.C.	255 State Street, 7th Floor		Boston	MA	02109	
Gen Harper	Lynn R. Agre	GLENN AGRE BERGMAN & FUENTES LLP	44 MONTGOMERY STREET, SUITE 2410		SAN FRANCISCO	CA	94104	
Gen Harper	Timothy Elder, Esq. Kristofer A. Nelson, Esq.	TRE LEGAL PRACTICE, LLC	1155 Market Street, 10th Floor		San Francisco	CA	94103	
Genaske, Barry S.		Address on File						
Gencarelli, Gianluca		Address on File						
Gene Goodwillie Packing		1820 N. 30th Ave			Melrose	IL	60160	
Gene Mazzone		Address on File						
Gene Mazzone		Address on File						
General Information Solutions LLC		300 Centerview Drive	Suite 300		Nashville	TN	37214	
General Logistic Systems, US Inc		4000 Executive Parkway	Suite 295		San Ramon	CA	94583	
General Treasurer of Rhode Island	Business Regulation Securities Division	1511 Pontiac Avenue, Building 69-1			Cranston	RI	02920	
Genesis Daniela		Address on File						
Genesis Products Inc.		2608 Almac Court			Elkhart	IN	46514	
Genesis Products Inc.		PO Box 2117			Elkhart	IN	46515	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Geneva Hotel Inc		5327 Spire Cir			Geneva	OH	44041-7125	
GENICOOK PRODUCTS LLC		10990 PETAL ST	SUITE 300		DALLAS	TX	75238	
Genmert Inc.		1340 W. 9th St.	Unit B		Upland	CA	91786	
GENTLEMENS HARDWARE - US, LLC		2934 Sidco Drive, Suite 140			Nashville	TN	37207	
Gentlemens Hardware - US, LLC		2934 Sidco Drive, Suite 1			Nashville	TN	37207	
Gentry, Molly E.		Address on File						
GEOCENTRAL		6049 Hi Tek Court			Mason	OH	45040	
Geodis USA, Inc		135 S. LaSalle Street			Chicago	IL	60603	
George, Cydni		Address on File						
George, Esther		Address on File						
George, Makayla		Address on File						
Georgen, Michael		Address on File						
Georgia Attorney General	Attn Bankruptcy Department	40 Capital Square, SW			Atlanta	GA	30334-1300	
Georgia Dept of Revenue	Unclaimed Property Program	4125 Welcome All Rd Suite 701			Atlanta	GA	30349-1824	
Georgia Karabetsos		Address on File						
Georgia Power		96 ANNEX			ATLANTA	GA	30396	
Georgia Power Company		241 Ralph McGill Boulevard NE			Atlanta	GA	30308-3374	
Georgia-Department of Revenue	State Of Georgia Department Of Revenue	P.O. Box 740398			Atlanta	GA	30374-0398	
Georgia-Department of Revenue		P.O. Box 740398			Atlanta	GA	30374-0398	
Gerardo Salgado		Address on File						
Gerber, Aurora J.		Address on File						
Gerber, Betsy R.		Address on File						
Gerhard, Kirsten L.		Address on File						
Gerlach, Monica		Address on File						
Gerleit, Christine		Address on File						
German, Annette F.		Address on File						
German, Cody		Address on File						
Gerold, Alyssa		Address on File						
Gershtein, Maxim		Address on File						
Gessner, Barbara J.		Address on File						
Get Organized Nevada Experience Dba G.O.N.E.		11285 Hidden Peak Avenue Unit #102			Las Vegas	NV	89135	
Geter, Jade		Address on File						
Gethin, Aurora		Address on File						
Getmanenko, Anastasiia		Address on File						
GGP-Tucson Mall L.L.P.	Attn Law/Lease Administration	c/o General Growth Properties, Inc.	110 North Wacker Drive		Chicago	IL	60606	
Ghai, Vivek		Address on File						
Gharagozloo, Shahin		Address on File						
Ghatasheh, Yasmine		Address on File						
Ghiz, Tina M.		Address on File						
Giancursio, Christian		Address on File						
GIANISE L LEWIS		Address on File						
Giannola, Marie J.		Address on File						
Giardini, Nancy	Falgien Warr & Iyer, PC	Warr, Jarod	4251 Kipling St. Ste 525		Wheat Ridge	CO	80033	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Giardini, Nancy		Address on File						
Gibbons, Marion L.		Address on File						
Gibbs, Charles		Address on File						
Gibbs, Jason C.		Address on File						
Gibbs, Michelle		Address on File						
Gibson, Elideth		Address on File						
Gibson, Lauren L.		Address on File						
Gichingiri, Evelyne		Address on File						
Gick, Brandon		Address on File						
GIFT REPUBLIC LTD.		4 Lyon Road,	South Wimbledon,		London		SW19 2RL	United Kingdom
Gilbert, Jessica		Address on File						
Gilbert, Joshua M.		Address on File						
Gilbert, Terneaja K.		Address on File						
Gilbert, Theodore A.		Address on File						
Gilchrist, Leslie A.		Address on File						
Giles, Daijah		Address on File						
Giles, Jasmine C.		Address on File						
Giles, Marcus A.		Address on File						
Gill, Carol		Address on File						
Gill, Cedric		Address on File						
Gill, Michele S.		Address on File						
Gilley, Zakk N.		Address on File						
Gilliam, Taleah A.		Address on File						
Gillman, Tyana		Address on File						
Gilmer, Tarah		Address on File						
Gilmore Drillsite dba Farmers Mkt Self Strge		111 The Grove Dr			Los Angeles	CA	90036	
Gilmore Farmers Market, LLC		6301 W. 3rd Street			Los Angeles	CA	90036	
Gilpatrick, Preston		Address on File						
Gilroy, Yumika N.		Address on File						
Gilton, James C.		Address on File						
Gina Heck		Address on File						
Gina Merris		Address on File						
Gina Robinson		Address on File						
Giordano, Nicolas		Address on File						
Gipson, Jeffery S.		Address on File						
Girardin, Edward		Address on File						
GIRL OF ALL WORK, LLC		3002 3rd St.	#304		Santa Monica	CA	90405	
Girmay, Alayit Y.		Address on File						
Gist, Angela L.		Address on File						
Gist, Brianna		Address on File						
GitHub, Inc.		88 Collin P Kelly Jr. Street			San Francisco	CA	94107	
Giudice, Sobeyra		Address on File						
Gizaw, Rebekah G.		Address on File						
Gizzi-Diaz, Victoria C.		Address on File						
Gjersee, Nadia N.		Address on File						
GKT South Denver CPR, LLC		211 N Stadium	Suite 201		Columbia	MO	65203	
GLADIATOR/WHIRLPOOL CORP.		600 West Main Street			Benton Harbor	MI	49022	

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Gladue, Ann M.		Address on File						
GLAM & GRACE DBA BAUBLERELLA		2100 N Stemmons Frwy #1610			Dallas	TX	75207	
GLAM & GRACE DBA BAUBLERELLA		4849 Greenville Ave #100-135			Dallas	TX	75206	
Glam & Grace LLC dba Baublerella		PO Box 601153			Dallas	TX	75360	
Glanville, Karin K.		Address on File						
Glasby, Chris A.		Address on File						
Glasco, Michelle		Address on File						
Glashaus Inc.		450 E. Congress Parkway	Suite E		Crystal Lake	IL	60014	
Glasow, Megan C.		Address on File						
Glass Hause Corporation		103 W 75th St. Apt 2			New York	NY	10023	
Glasscock, Seth A.		Address on File						
Glassdoor, Inc		300 Mission St 16th Fl			San Francisco	CA	94105-2203	
GLEASON INDUSTRIAL PRODUCTS INC.		8575 W. Forest Home Ave	Suite 100		Greenfield	WI	53228	
Gleason Industrial Products Inc.		15664 Collection Center Drive			Chicago	IL	60693	
Gleason, Brittanie		Address on File						
Gleener Marketing Inc		2765 Bates Rd Suite 200			Montreal	QC	H3S 183	Canada
GLEENER MARKETING INC.		2095 Madison			Montreal	QC	H4B 2T2	Canada
Gleiberman, Max		Address on File						
Glenda Sancez		Address on File						
Glendon Capital Management L.P.		Address on File						
Glendon Opportunities Fund II, L.P.	Walkers Corporate Limited	Address on File						
Glenn, Adrain M.		Address on File						
Glenn, Kalique		Address on File						
Glinski, Louisa		Address on File						
GLL US Retail, L.P.	Attn Mr. Brandon Bensons	c/o GLL Real Estate Partners	200 South Orange Avenue, Suite 1375		Orlando	FL	32801	
GLL US Retail, L.P.	Baker & Hostetler, LLP	Michael C. Wilde, Esq.	200 South Orange Ave., Suite 2300	SunTrust Center	Orlando	FL	32801	
Global Equipment Company Inc.		11 Harbor Park Drive			Port Washington	NY	11050	
Global Kangaroo Creative Co., Ltd		5F., No. 36, Huanexi St			Taipei		111	Taiwan
GLOBAL KANGAROO CREATIVE COMPANY LTD.		2F. No. 117, Sec. 1, ZhongCheng Rd.,	Shilin Dist.,		Taipei City		111	Taiwan
Gloria Hinson		Address on File						
Gloria Leyva		Address on File						
Glover, Adam B.		Address on File						
Glover, Anaiah		Address on File						
Glover, Joshua		Address on File						
Gluckman, Elizabeth B.		Address on File						
Godinez Jr., Ronaldo E.		Address on File						
Godoy, Amy		Address on File						
Godson, Peace		Address on File						
Goebel, Lennox E.		Address on File						
Goemaere, Dominique M.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
GoEngineer, LLC		739 Fort Union Blvd			Midvale	UT	84047	
Goerlich, Kathryn S.		Address on File						
Goff, Eleanor A.		Address on File						
Goff, Matthew D.		Address on File						
Gogol, Samantha E.		Address on File						
Goins, Patricia J.		Address on File						
Gold, Justin		Address on File						
Goldberg, Samuel M.		Address on File						
Golden, Amanda		Address on File						
Golden, Sarah		Address on File						
Goldman, Donna B.		Address on File						
Goldstein, Suzanne		Address on File						
Golik, Kristen M.		Address on File						
Golin Harris, International, Inc.		13455 Noel Road	Floor 11		Dallas	TX	75240	
Gomberg-Shanahan, Mara		Address on File						
Gomer, Reylicia K.		Address on File						
Gomes, Lino M.		Address on File						
Gomes, Marcus A.		Address on File						
Gomez Jr., Miguel A.		Address on File						
Gomez Lopez, Roselyn M.		Address on File						
Gomez Perez, Catalina		Address on File						
Gomez, Armando		Address on File						
Gomez, Diego		Address on File						
Gomez, Edgar G.		Address on File						
Gomez, Emely		Address on File						
Gomez, Hilda		Address on File						
Gomez, John G.		Address on File						
Gomez, Ketzally		Address on File						
Gomez, Kimberly		Address on File						
Gomez, Lena		Address on File						
Gomez, Lizbeth		Address on File						
Gomez, Maria D.		Address on File						
Gomez, Michelle M.		Address on File						
Gomez, Octavio		Address on File						
Gomez, Victor H.		Address on File						
Goncalves Pedro, Ronaldo		Address on File						
Gondolf, Melissa J.		Address on File						
Gonell, Brian		Address on File						
Gonsalves, Rachel C.		Address on File						
Gonsman, Alexia		Address on File						
Gonyea, Michele		Address on File						
Gonzales, Andrea R.		Address on File						
Gonzales, Barbara A.		Address on File						
Gonzales, Christina		Address on File						
Gonzales, Essence		Address on File						
Gonzales, Heidi C.		Address on File						
Gonzales, Lorissa C.		Address on File						
Gonzales, Natalie		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Gonzales, Roberta		Address on File						
Gonzales, Sarah R.		Address on File						
Gonzales, Socorro		Address on File						
Gonzales, Steve M.		Address on File						
Gonzales-Valle, Enrique		Address on File						
Gonzalez Reyes, Liliana		Address on File						
Gonzalez, Adrian		Address on File						
Gonzalez, Alexia A.		Address on File						
Gonzalez, Amanda		Address on File						
Gonzalez, Amanda M.		Address on File						
Gonzalez, Bryan		Address on File						
Gonzalez, Cynthia		Address on File						
Gonzalez, Dominique		Address on File						
Gonzalez, Gianna C.		Address on File						
Gonzalez, Gilberto		Address on File						
Gonzalez, Hensey		Address on File						
Gonzalez, India M.		Address on File						
Gonzalez, Isabel		Address on File						
Gonzalez, Jaclyn		Address on File						
Gonzalez, Jacob		Address on File						
Gonzalez, Jeremiah		Address on File						
Gonzalez, Jessica		Address on File						
Gonzalez, Jorge E.		Address on File						
Gonzalez, Joshua A.		Address on File						
Gonzalez, Kathryn S.		Address on File						
Gonzalez, Kiana		Address on File						
Gonzalez, Louis		Address on File						
Gonzalez, Luis R.		Address on File						
Gonzalez, Luisa G.		Address on File						
Gonzalez, Manuel		Address on File						
Gonzalez, Maria G.		Address on File						
Gonzalez, Raquel		Address on File						
Gonzalez, Robert		Address on File						
Gonzalez-Ardon, Ayla M.		Address on File						
Goocher, Laci A.		Address on File						
Good - Derr, Emily M.		Address on File						
Good Fulton & Farrell Architects		2808 Fairmount	Suite 300		Dallas	TX	75201	
Good, Mark W.		Address on File						
Goode, John C.		Address on File						
GOODHEW LLC.		1907 Crutchfield Street			Chattanooga	TN	37406	
GOODHEW LLC.		2389 Sassfrass Lane			Powder Springs	GA	37402	
Goodhew, LLC		430 Chestnut Street	Third Floor		Chattanooga	TN	37402	
Goodlett, Morai		Address on File						
Goodman, April J.		Address on File						
Goodman, Mitchel G.		Address on File						
Goodman, Rosie		Address on File						
Goodman, Tracy L.		Address on File						
Goodwin, David A.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Google, Inc.		Department No 33654	PO Box 39000		San Francisco	CA	94139-3181	
Goozey, Nicolas		Address on File						
Gordon Brothers Asset Advisors, LLC		101 Huntington Ave Suite 1100			Boston	MA	02199	
Gordon III, Robert		Address on File						
Gordon, Alivia M.		Address on File						
Gordon, Beverly P.		Address on File						
Gordon, Eva M.		Address on File						
Gordon, Grace		Address on File						
Gordon, Stephanie A.		Address on File						
Goree, Jamarion		Address on File						
Gorham, Jesse		Address on File						
Gorman, Ellen N.		Address on File						
Gorman, Sylvia		Address on File						
Gormley, Patricia A.		Address on File						
Goroum, Bobbie		Address on File						
Gose, John D.		Address on File						
Gosnell, Daniel S.		Address on File						
Gott, Kimberley		Address on File						
Gould, Michaela C.		Address on File						
Goulet, Madeleine		Address on File						
Goulston & Storrs PC,	Attention WS - NATICK	One Post Office Square			Boston	MA	02109	
Goulston & Storrs, P.C.	Attn W/S - The Street	400 Atlantic Ave			Boston	MA	02110-3333	
Gourley, Adam M.		Address on File						
Goutmann, Christine		Address on File						
Government of the District of Columbia	Office of Tax and Revenue	P.O. Box 679			Washington	DC	20044-0679	
Government of the District of Columbia		1101 4th Street, SW	Suite 800W		Washington	DC	20024	
Government of the District of Columbia		P.O. Box 679			Washington	DC	20044-0679	
Grabowski, Dennis		Address on File						
Grabowski, Jill		Address on File						
Grabski, Catherine C.		Address on File						
Grace Manufacturing and Microplane Division		15414 Bay Tree Landing			Cypress	TX	77429	
Grace Manufacturing and Microplane Division		614 SR 247			Russellville	AR	72802	
Grace Manufacturing and Microplane Division		18910 Hikers Trail Dr.			Humble	TX	77346	
Grace, Brian		Address on File						
Grace, Sasha		Address on File						
Gracida, Adela G.		Address on File						
Graciel Hernandez		Address on File						
Graciel Hernandez		Address on File						
Grady, Devon A.		Address on File						
Grady, Joshua		Address on File						
Grady, Sarah J.		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Grafton, Deborah		Address on File						
GRAHAM SIMS JESSUP		Address on File						
Graham, Brigitte		Address on File						
Graham, Dawn L.		Address on File						
Graham, Destiny		Address on File						
Graham, Kenneth		Address on File						
Graham, Margaret		Address on File						
Graham, Sarah	Burgsimpson	Marsh, Stephan	40 Inverness Dr East		Englewood	CO	80112	
Grainger		Dept 192 - 834017253			Palatine	IL	60038-0001	
Grainger		Dept. 834017253	PO Box 419267		Kansas City	MO	64141-6267	
Grainger		DEPT. 818234965			PALATINE	IL	60038-0003	
Grajales, Heike		Address on File						
Grajeda, Sonia M.		Address on File						
Granados, Danny M.		Address on File						
Grand Fusion Housewares, Inc.		12 Partridge			Irvine	CA	92604	
Grande Communications Network	c/o Astound	401 Carlson Circle			San Marcos	TX	78666	
Grande Communications Network		PO Box 679367			Dallas	TX	75267-9367	
Grandpre, Jeremy T.		Address on File						
Granger, Ashtyn		Address on File						
Granger, Crystal T.		Address on File						
Granger, Jared		Address on File						
Granieri, Sam		Address on File						
Granite Telecommunications, LLC		100 Newport Ave Extension			Quincy	MA	02171	
GRANT HOWARD		Address on File						
GRANT HOWARD		Address on File						
Grant Howard Associates, LLC		450 Heritage Road			Southbury	CT	06488	
Grant Parish Sheriffs Sales Tax Fund		PO Box 187			Colfax	LA	71417	
Grant, Destiny T.		Address on File						
Grant, Estra G.		Address on File						
Grant, Jeannie L.		Address on File						
Grant, Michael		Address on File						
Grant, Sana		Address on File						
Grant, Tiara M.		Address on File						
Grant, Trayvonne C.		Address on File						
Graphique de France		9 State Street			Woburn	MA	01801	
Graser, Karen A.		Address on File						
Grassinger-Kleiss, Alida N.		Address on File						
Graumann, Neal R.		Address on File						
Gravel Rating Systems LLC	Timothy Devlin, Esq. Paul Richter, Esq.	Devlin Law Firm LLC	1526 Gilpin Avenue		Wilmington	DE	19806	
Gravel Rating Systems LLC		5850 Waterloo Road, #140			Columbia	MD	21045	
Graves, Brad L.		Address on File						
Graves, Casey		Address on File						
Graves, Dino A.		Address on File						
Graves, Ryan		Address on File						
Gray, Haley P.		Address on File						
Gray, Jeremiah E.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Graziano Pena		Address on File						
Great American Insurance Company		3561 Solutions Center			Chicago	IL	60677-3005	
Great Luck, Inc		1861 Western Way			Torrance	CA	90501	
Greathouse, Eric M.		Address on File						
GREEN EQUITY INVESTORS SIDE V L P		Address on File						
GREEN EQUITY INVESTORS V L P		Address on File						
Green Hills Mall TRG LLC	General Counsel	c/o The Taubman Company LLC	200 E. Long Lake Rd, Suite 300		Bloomfield Hills	MI	48304-2324	
Green Hills Mall TRG LLC	Lease Administration	200 E. Long Lake Rd, Suite 300			Bloomfield Hills	MI	48304-2324	
Green Hills Mall TRG LLC		PO Box 674523			Detroit	MI	48267-4523	
Green, Ayodele W.		Address on File						
Green, Conner L.		Address on File						
Green, Jordan		Address on File						
Green, Kaitlyn		Address on File						
Green, Khalil D.		Address on File						
Green, Kobe M.		Address on File						
Green, Kyle		Address on File						
Green, Mackenzi		Address on File						
Green, Margaret M.		Address on File						
Green, Rachel K.		Address on File						
Green, Silohette		Address on File						
Green, Terence C.		Address on File						
Green, Zare D.		Address on File						
Greene, Ernestine Y.		Address on File						
Greene, Jennifer C.		Address on File						
Greene, Jeremy		Address on File						
Greene, Marquise		Address on File						
Greene, Riyssa D.		Address on File						
Greene-Buckner, SueCarol		Address on File						
Greenfield, Molly M.		Address on File						
Greensfelder, Hemker & Gale, P.C.	Thomas L. Story	10 S. Broadway, Suite 2000			St. Louis	MO	63102	
Greenstein, Martin		Address on File						
Greenwood, Wendy S.		Address on File						
Greenzalis, Melinda		Address on File						
Greer, Jimmie L.		Address on File						
GREG DEATON		Address on File						
Greg Engel		Address on File						
Grega, Christopher J.		Address on File						
Grego, Daniel J.		Address on File						
Gregory, Faith Y.		Address on File						
Gregory, Kyle E.		Address on File						
Gregory, Quincy C.		Address on File						
Gregson, Kipton		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Greiner, Leslie		Address on File						
Greisl, Elizabeth		Address on File						
GREP Central, LP		600 E. Las Colinas Boulevard	Suite 2100		Irving	TX	75039	
Gresham, Jessica L.		Address on File						
Greta Venckevicius		Address on File						
Grewe, Kevin		Address on File						
Griache, Johanna		Address on File						
Grid Dynamics Holdings, Inc.		5000 Executive Parkway	Suite 520		San Ramon	CA	94583	
Grier, Amy S.		Address on File						
Griffin, Angela		Address on File						
Griffin, Barrington		Address on File						
Griffin, Baylee M.		Address on File						
Griffin, Cameron		Address on File						
Griffin, Halee		Address on File						
Griffin, Lokia		Address on File						
Griffin, Laura P.		Address on File						
Griggs, Lance W.		Address on File						
Grimaldo, Alisa M.		Address on File						
Grimm, Lori G.		Address on File						
Grinnell, Latasha L.		Address on File						
Grissom, Bailee		Address on File						
Gronck, Jennifer K.		Address on File						
Grooms, Mallory G.		Address on File						
Groot INC		2500 Landmeier Rd			Elk Grove Village	IL	60007-2627	
Groth, Vicki M.		Address on File						
Group & Pension Administrators		PO Box 971587			Dallas	TX	75397-1587	
GroupBy USA, Inc.		1717 W. 6th Street	Suite 260		Austin	TX	78703	
GROUPE SEB		424 Morganza Rd.			Canonsburg	PA	15317	
Grown and Flown LLC		1 Boulder Brae Lane			Larchmont	NY	10538	
Grubb, Emma K.		Address on File						
Gruenhagen, Dawn M.		Address on File						
Grunfeld, Desiderio, Lebowitz, Silverman &		599 Lexington Avenue, FL.36			New York	NY	10022-7648	
Grutkowski, Adam A.		Address on File						
Grzeskowiak, Patricia A.		Address on File						
GSL Graphic Solutions, LLC		PO Box 3103			Minneapolis	MN	55403	
Gu, Jin		Address on File						
Guadian, Victoria		Address on File						
Guajardo, Rudy		Address on File						
Guajardo, Sandra L.		Address on File						
Guanes, Pablo		Address on File						
Guangdong Hollon Plastic Technology Co.,Ltd.		10F, JinYun Shiji Building, No.6033, Shennan Avenue, Futian	SHEZHEN		GUANGDONG		518040	China
Guangdong Hollon Plastic Technology Co.,Ltd.		10F, JinYun Shiji Building, No.6033, Shennan Avenue, Futian	SHEZHEN		GUANGDONG		518042	China

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Guangdong Hollon Plastic Technology Co.,Ltd.		Block3-4 GuangFa Industrial Shanwei,Xiashan Chaonan,Shantou	SHANTOU		GUANGDONG		515144	China
GuangDong Hualong Stationery Co. Ltd.		Block 3 Guangfa Industrial Zone	Xiashan Chaonan District Shantou		Shantou		515144	China
GUANGDONG WOODSUN HOUSEWARE CO. LTD		Dawang Industiral Park, Heshan Town, Yangdong County,	Yangjiang City		Guangdong Province		529933	China
Guardado, Haley		Address on File						
Guardado, Karla A.		Address on File						
GuardServices USA		200 Varick Street	5th Floor		New York	NY	10014	
Guberman, Benson & Calise, LLC		654 Newman Springs Road, Suite F			Lincroft	NJ	07738	
GUDEE CO., LTD.		7F, No. 268, Ruiguang Rd	Neihu Dist		Taipei		11491	Taiwan
Gudee Co., Ltd.		7F, No.268, Ruiguang Rd., Neihu District			Taipei		11491	Taiwan
Guenther, Asha		Address on File						
Guerra, Gabriela M.		Address on File						
Guerrero, Guadalupe		Address on File						
Guerrero, Iris M.		Address on File						
Guerrero, Jose A.		Address on File						
Guerrero, Olivia G.		Address on File						
Guevara, Angel		Address on File						
Guevara, Cathy J.		Address on File						
Guevara, Christopher		Address on File						
Guevara, Claribel		Address on File						
Guevara, David		Address on File						
Guevara, Oscar		Address on File						
Guevara, Roxanne		Address on File						
Guidry, Chassidy J.		Address on File						
Guiet, Sarah N.		Address on File						
Guiheneuf, Vincent		Address on File						
Guilbe - Robles, Lisnel		Address on File						
Guild, Cindy		Address on File						
Guillen, Bernadette		Address on File						
Guillinta, Sabrina F.		Address on File						
Guillory, Michael H.		Address on File						
Guillory, Morgan R.		Address on File						
Guizar, Maritza		Address on File						
Gulbrandsen, Amy		Address on File						
Gulfstream Park Racing Association, Inc.	Natalie Hunninghan	601 Silks Run Suite 1460			Hallandale Beach	FL	33009	
Gulfstream Park Racing Association, Inc.		901 S. Federal Highway			Hallandale Beach	FL	33009	
Gumz, Paula Jean		Address on File						
Gundu, Vamshi		Address on File						
Gunkel, Samantha		Address on File						
Guns Jr., Peter M.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Gunta Kaza		Address on File						
Gupta, Kabir K.		Address on File						
Gural-Sandoe, Catherine		Address on File						
Guran, Jason A.		Address on File						
Gurdian, Alex		Address on File						
Gurgew, Gary M.		Address on File						
Gurova, Inga A.		Address on File						
Gusmus, Gavyn J.		Address on File						
Gustafson, Christine M.		Address on File						
Gut, Alexis J.		Address on File						
Gutermuth-Murchison, Trystan G.		Address on File						
Guthrie, Ryan		Address on File						
Gutierrez Baltazar, Marcirose C.		Address on File						
Gutierrez Leon, Maria A.		Address on File						
Gutierrez, Aryanna		Address on File						
Gutierrez, Cathryn		Address on File						
Gutierrez, Dalinda A.		Address on File						
Gutierrez, Gisella		Address on File						
Gutierrez, Gretchen G.		Address on File						
Gutierrez, Jessenia		Address on File						
Gutierrez, Jose G.		Address on File						
Gutierrez, Julia A.		Address on File						
Gutierrez, Milan		Address on File						
Gutierrez, Sierra		Address on File						
Gutierrez, Theresa		Address on File						
Gutierrez-Moyo, Judith A.		Address on File						
Guy, Daniasha M.		Address on File						
Guy, Jana		Address on File						
Guyler, Robert W.		Address on File						
Guzman, Alicia R.		Address on File						
Guzman, Dora B.		Address on File						
Guzman, Erica G.		Address on File						
Guzman, Michelle		Address on File						
Guzman, Randy A.		Address on File						
Guzman, Roberto		Address on File						
Gwaltney, Holly		Address on File						
Gwin, Abena-Adora		Address on File						
Gwin, Roberta J.		Address on File						
Gyawali, Shreya		Address on File						
H. Schultz & Sons		777 Lehigh Avenue			Union	NJ	07083	
Haake, Diana K.		Address on File						
Haaland, Karl		Address on File						
Habecker, Matthew J.		Address on File						
Habia, Monica		Address on File						
Habtemicael, Helen		Address on File						
HACA CO., LTD		64/20 Le Quang Dinh st, Binh Thanh			Ho Chi Minh		50000	Vietnam
Hachani, Lamia		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
HACHETTE BOOK GROUP	Chronicle Books	680 Second Street			San Francisco	CA	94107	
HACHETTE BOOK GROUP		185 Mt Zion Road			Lebanon	IN	46052	
HACHETTE BOOK GROUP		3 Center Plaza			Boston	MA	02108	
HACHETTE BOOK GROUP DBA THE QUARTO GROUP		100 Cummings Center, Suite 265D			Beverly	MA	01915	
Hachette Book Group DBA THE QUARTO GROUP		237 Park Avenue			New York	NY	10017	
HACHETTE BOOK GROUP DBA THE QUARTO GROUP		1290 Avenue of the Americas			New York	NY	10104	
Hackett, McKinley		Address on File						
Hackett, Melissa		Address on File						
Haden	Studio Designs, Inc.	6027 Bandini Blvd.			Commerce	CA	90040	
Haden DBA Studio Designs, Inc.		12265 El Camino Real Suite #100			San Diego	CA	92130	
Hadia Aamar		Address on File						
Hafele Midwest Division		PO BOX 890779			CHARLOTTE	NC	28289-0779	
Hagan, Caroline E.		Address on File						
Hagedorn, Audrianna		Address on File						
Hager, Lilly G.		Address on File						
HAGERTY		3801 W Linden Ave			South Bend	IN	46619	
Hagerty, Kathleen		Address on File						
Hagg, Brenda L.		Address on File						
Haggerty, Katherine		Address on File						
Haggett, Julie		Address on File						
Hague, Matthew		Address on File						
Hahn, Erin		Address on File						
Hahn, Kuhrt J.		Address on File						
Hahnfeld, Marinee		Address on File						
Haiku, Stevie		Address on File						
Hailee Corbin		Address on File						
Hair Tie Hub LLC		6130 West Flamingo Rd.	PMB 4039		Las Vegas	NV	89103	
HAIR TIE HUB LLC.		9884 Ridge Hill Ave			Las Vegas	NV	89147	
Haji, Shaymaa K.		Address on File						
Hale, Kaitlyn P.		Address on File						
Hale, Madaline K.		Address on File						
Haley, LaWanda L.		Address on File						
Haliburton, Kevin D.		Address on File						
Hall, Christopher A.		Address on File						
Hall, Daisha		Address on File						
Hall, Darren S.		Address on File						
Hall, Deanna T.		Address on File						
Hall, Esten R.		Address on File						
Hall, Jared C.		Address on File						
Hall, Jason A.		Address on File						
Hall, Justin		Address on File						
Hall, Okoko J.		Address on File						
Hall, Paulette D.		Address on File						
Hall, Tiler		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Hall, Tori		Address on File						
Halle, Jose M.		Address on File						
Halligan, Lorena		Address on File						
Hallman, Marzena		Address on File						
Hallowell, Anifatu		Address on File						
Halpin, Sean C.		Address on File						
Halter, Wendy S.		Address on File						
Haltom, Steve A.		Address on File						
Halvorson, Jonah J.		Address on File						
Hamasaki, Dwayne		Address on File						
Hambright, Bryan L.		Address on File						
Hambright, Courtney M.		Address on File						
Hamer, Jessica A.		Address on File						
Hamilton Jr., Eric K.		Address on File						
Hamilton, Dodi		Address on File						
Hamilton, Emily K.		Address on File						
Hamilton, Lisa		Address on File						
Hamilton, Madeline G.		Address on File						
Hamilton, Mary E.		Address on File						
Hamilton, McKenna		Address on File						
Hamilton, Steven C.		Address on File						
Hamilton, Sydney C.		Address on File						
Hamilton, William J.		Address on File						
Hamilton, Yachiyo		Address on File						
Hamlett, Andrea T.		Address on File						
Hamlett-Crayton, Michele M.		Address on File						
Hamlin, Kevin C.		Address on File						
Hammad, Hesham E.		Address on File						
Hammel, Lucinda		Address on File						
Hammer, Carrie A.		Address on File						
Hammer, Emma		Address on File						
Hammond, Cameron		Address on File						
Hammond, Constance L.		Address on File						
Hammond, Marvin		Address on File						
Hampton, Jacoby		Address on File						
Hamza, Abdelaziz E.		Address on File						
Hanabergh, John L.		Address on File						
Hancock, Amber		Address on File						
Hand, Davon		Address on File						
Handlir, Travis		Address on File						
Handy, Nyasia		Address on File						
Handy, Susan C.		Address on File						
Hanks, Rachel		Address on File						
Hanna Cox		Address on File						
Hanna-Chambers, Jennifer L.		Address on File						
Hannah Neat		Address on File						
Hansen, Shannon P.		Address on File						
Hanson, Alicia A.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Hanson, Vicky		Address on File						
Hanuschik, Karen L.		Address on File						
Happ, Tom		Address on File						
HAPPY HIPPO BATH COMPANY INC.		36 Belich Crescent			Red Deer County	AB	T4S 2K5	Canada
Happy Lark Home Organizing, LLC		146 Berkshire Ct			Pittsburgh	PA	15237	
Haralambopoulos, Sherry		Address on File						
Haraway, Jennifer A.		Address on File						
Harbin, Elizabeth A.		Address on File						
Hardaway, Jael		Address on File						
HARDEEP SINGH SAINI		Address on File						
Hardesty, Jo-Jan		Address on File						
Harding, Madison P.		Address on File						
Harding, McKenzie C.		Address on File						
Hardister, Artena M.		Address on File						
Hardrick Jr., Claud H.		Address on File						
Hardy, Gabrielle		Address on File						
Hardy, Jordan K.		Address on File						
Hardy, Nancy K.		Address on File						
Hardy, Nicholas		Address on File						
Hardy, Pepper		Address on File						
Harford County		PO Box 64069			Baltimore	MD	21264	
Hargis, Marlee S.		Address on File						
Hargreaves, Austin A.		Address on File						
Hargrove, Julie D.		Address on File						
Harkins, Charles D.		Address on File						
Harlee, Shawn		Address on File						
Harley III, Samuel A.		Address on File						
Harley, Darius A.		Address on File						
Harmon, Christopher E.		Address on File						
Harmon, James L.		Address on File						
Harmon, Tracey		Address on File						
Harmount, Beth A.		Address on File						
Harnish, Jessica		Address on File						
Harnois, Antonietta		Address on File						
Haro, Alejandro		Address on File						
Haro, Andrea C.		Address on File						
Haro, Michelle		Address on File						
HAROLD IMPORT CO.		747 Vassar Ave.			Lakewood	NJ	08701	
Harold Import Company, Inc.		747 Vassar Ave			Lakewood	NJ	08701	
Haros, Erika		Address on File						
Harper Jr., James E.		Address on File						
Harper Jr., Richard C.		Address on File						
Harper, Jackie L.		Address on File						
Harrell, Andrew M.		Address on File						
Harrell, Everett J.		Address on File						
Harrington II, Kirk J.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Harrington, Douglas C.		Address on File						
Harrington, Scott		Address on File						
Harris County WCID #116		P.O. Box 73109			Houston	TX	77273-3109	
Harris County, Tax Assessor-Collector (Houston)		P O Box 73109			Houston	TX	77273	
Harris III, Charles		Address on File						
Harris Jr., Antonio		Address on File						
Harris, Darlene S.		Address on File						
Harris, Deasha		Address on File						
Harris, Deidre D.		Address on File						
Harris, Denise		Address on File						
Harris, Douglas E.		Address on File						
Harris, Ella		Address on File						
Harris, Jessica Q.		Address on File						
Harris, Kiaira		Address on File						
Harris, Lauren		Address on File						
Harris, Michael J.		Address on File						
Harris, Michael W.		Address on File						
Harris, Peter		Address on File						
Harris, Robert A.		Address on File						
Harris, Simona R.		Address on File						
Harris, Spencer		Address on File						
Harris, Tashiba S.		Address on File						
Harris, Tashika T.		Address on File						
Harris, Tiffanie		Address on File						
Harris, Toni F.		Address on File						
Harris, Victoria		Address on File						
Harrison Landscape and Renovation		2633 McKinney Ave Ste 130 #716			Dallas	TX	75204	
Harrison, Antoineya T.		Address on File						
Harrison, Ebony M.		Address on File						
Harrison, Edward J.		Address on File						
Harrison, Kevin E.		Address on File						
Harrison, Laura		Address on File						
Hart, Ashton		Address on File						
Hart, Daeshaun		Address on File						
Harte-Maxwell, Victoria		Address on File						
Hartford Fire Insurance Company		PO Box 913385			Denver	CO	80291-3385	
Hartman, Adria		Address on File						
Hartman, Leslie M.		Address on File						
Hartsock, Ashley E.		Address on File						
Hartsock, Michael C.		Address on File						
Hartt, Virginia		Address on File						
Hartwell, DAndre		Address on File						
Hartzell, Stephen A.		Address on File						
Harvest Import Inc.		1651 Browning			Irvine	CA	92606	
Harvey Jr., Charles A.		Address on File						
Harvey, Dairus J.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Harvey, Helen C.		Address on File						
Harvey, Holly		Address on File						
Harvey, Natalie		Address on File						
Harvey, Richard J.		Address on File						
Harville, Jayvon		Address on File						
Hasey, Mavis	Gorelick Wolfert, P.C.	Wolfert, Jeffrey	200 Frank H Ogawa Plaza		Oakland	CA	94612	
Hasey, Mavis M.		Address on File						
Hash Jr., Daniel J.		Address on File						
Hasselberger, Cody L.		Address on File						
Hastings Air Energy		5555 S. Westridge Drive			New, Berlin	WI	53151	
Hasty, Patricia A.		Address on File						
Hatch Baby, Inc		3790 El Camino Real, Unit #627			Palo Alto	CA	94306	
HATCH, INC.		3790 El Camino Real	Unit 627		Palo Alto	CA	94306	
Hatchell, Blake		Address on File						
Hatfield, Kristine		Address on File						
Haubert, Nicholas		Address on File						
Haught, Samantha J.		Address on File						
Haughton, Corey M.		Address on File						
Haugland, Makenzi		Address on File						
Hauser, June A.		Address on File						
Hausman, Alex J.		Address on File						
Haven Cases		4537 S Peach St			Holladay	UT	84117	
Haven Home Organizing LLC		951A Smith Rd			Mill Valley	CA	94941	
Havenly CZ, LLC		400 S Record Street			Dallas	TX	75202	
Havis, Inc.		75 Jacksonville RD			Warminster	PA	18974	
Havrilka, Michael J.		Address on File						
Havron, Sabrina A.		Address on File						
Hawaii Attorney General	Attn Bankruptcy Department	425 Queen Street			Honolulu	HI	96813	
Hawaii Department of Taxation		P.O. Box 1425			Honolulu	HI	96806	
Hawk, Gabrielle		Address on File						
Hawkes, Ashley		Address on File						
Hawkins, Avery		Address on File						
Hawkins, Jenna		Address on File						
Hawkins, Kenneth J.		Address on File						
Hawkins, Matthew E.		Address on File						
Haworth, Robert		Address on File						
Hawthorne OP, LLC		4705 Central Street			Kansas City	MO	64112	
Hawthorne Plaza, LLC	Andrews Kurth LLP	Attn Bud Doxey	1717 Main Street, Suite 3700		Dallas	TX	75201	
Hawthorne Plaza, LLC	Attn Terrell L. Weatherl	c/o Invesco Real Estate	13155 Noel Road	Three Galleria Tower, Suite 500	Dallas	TX	75240	
Hawthorne Plaza, LLC	CBRE - Asset Services	Attn Director of Asset Services	4520 Main Street, Suite 600		Kansas City	MO	64111	
Hawthorne, Emily		Address on File						
Hawton, Celia E.		Address on File						
Hawver, Jakob		Address on File						
Haycock, Jonathan		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Hayden, Emily L.		Address on File						
Hayek, Tae		Address on File						
Hayes, Bria R.		Address on File						
Hayes, India S.		Address on File						
Hayes, Megan R.		Address on File						
Hayes, Rashon	Edwin Aiwazian, Esq.	Lawyers for JUSTICE, PC	410 Arden Ave, Suite 203		Glendale	CA	91203	
Hayes, Sadassa A.		Address on File						
Hayes, Samantha		Address on File						
Hayley Blair Williky	Ian Shoff, ADR Mediator	EEOC-Dallas	207 S Houston St #3		Dallas	TX	75202	
Hayley Blair Williky		Address on File						
Haynie, Norman		Address on File						
Hayow, Rahmo M.		Address on File						
Hayt, Benjamin		Address on File						
Hayward, Veranica A.		Address on File						
Hazen, Ella M.		Address on File						
Hazlett, Cheryl M.		Address on File						
HCI Cleaning Products LLC		PO Box 1145			Westford	MA	01886	
HCI Cleaning Products LLC Address (Force of Nature)		po box 1145			Westford	MA	01886	
He, Jason M.		Address on File						
Heacock Sr., Robert		Address on File						
Head, Janna L.		Address on File						
Head, Railey		Address on File						
Healy, Christine E.		Address on File						
Healy-Smith, Sarahlynn M.		Address on File						
Hearn, Emily		Address on File						
Hearne, Daniel		Address on File						
Hearon, Frenchie		Address on File						
Hearst Magazines Division		PO Box 10392			Des Moines	IA	50306	
Hearst Magazines Division		PO Box 90002			Prescott	AZ	86304-9002	
Heath, Sydney		Address on File						
Heather Bifulco DBA Tidy Style, LLC		Address on File						
Heather Deford		Address on File						
Heather Formby		Address on File						
Heather Hoffman		Address on File						
HEATHER VAUGHN		Address on File						
Heaton, Lori J.		Address on File						
Hebert, Lauren A.		Address on File						
Heck, Daniel J.		Address on File						
Hector, Ivan N.		Address on File						
Hedden, Hannah		Address on File						
Hedley & Bennett		3864 S Santa Fe Ave			Vernon	CA	90058	
Hedley and Bennett, Inc.		3864 S. Santa Fe Ave			Vernon	CA	90058	
Hedrick, Robert D.		Address on File						
Heffner, Connie		Address on File						
Heffner, Sage L.		Address on File						
Hegwood, Kairo		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Heidgerd, Eric J.		Address on File						
HEIDI BARTON		Address on File						
Heim, Dylan		Address on File						
Heimer, Brent		Address on File						
Heimsoth, Bridget H.		Address on File						
Heinrich, Barbara L.		Address on File						
Heinrich, Charles		Address on File						
Heinz, Amy	OConnor & Nakos	Salzeider, John	120 N. Lasalle Street, 35th Fl		Chicago	IL	60602	
Heitiing, Anne	Robert Tauler, Esq.	Tauler Smith LLP	626 Wilshire Blvd., Suite 510		Los Angeles	CA	90017	
Heizenrader, Sabrina M.		Address on File						
Helal, Ahmed		Address on File						
Helene Cullen dba Savvy Organizer		Address on File						
Helene Glazer		Address on File						
Helfand, Samuel		Address on File						
Helfrich, Anita T.		Address on File						
Heller, Jaylon R.		Address on File						
Heller, Samuel A.		Address on File						
Hello Simplified, LLC		104 Laruhaven Place			Apex	NC	27539	
Helm, Arian		Address on File						
Heltzel, Barbara E.		Address on File						
Hemby, Marissa N.		Address on File						
Hemmer, Matthew J.		Address on File						
Hemmi, Christine A.		Address on File						
Henderson, Dominique		Address on File						
Henderson, Eric K.		Address on File						
Henderson, Giovana C.		Address on File						
Henderson, Julie		Address on File						
Henderson, Justin C.		Address on File						
Henderson, Kathryn M.		Address on File						
Henderson, Marguerite A.		Address on File						
Henderson-Lewis, Destiny		Address on File						
Hendricks, Azazel		Address on File						
Hendrickson Jr., Robert J.		Address on File						
Hendrix, Karen L.		Address on File						
Heng, DA		Address on File						
Heng, Leilani		Address on File						
Henley Holdings, LLC		4134 Travis Street Unit 9			Dallas	TX	75204	
Henley, Anna L.		Address on File						
Hennepin County dba Public Works		Mail Code 129	300 South Sixth St		Minneapolis	MN	55487	
Hennessy, Angelia K.		Address on File						
Henningsen, Kirk R.		Address on File						
Henry Monica Ajagbawa		Address on File						
Henry, Jyaire		Address on File						
Henry, Mya N.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Henry, Neal		Address on File						
Henry, Ruth L.		Address on File						
Henson Jr., Christopher L.		Address on File						
Henson, Chris	Malloy Law Offices, LLC	Malloy, Sean Patrick	7910 Woodmont Ave, Ste 1250		Bethesda	MD	20814	
Henson, Tyler		Address on File						
Henson, Victoria R.		Address on File						
Hepburn, Michael A.		Address on File						
Her, Angelica		Address on File						
Herb, Linda		Address on File						
HERBAN ESSENTIALS, INC.		6383 Rose Lane	Ste. A		Carpinteria	CA	93013	
Herbert Mines Associates Inc.		250 Park Avenue	14th Floor		New York	NY	10177	
Herbert, Raegan		Address on File						
Herbert, Terrance E.		Address on File						
Herbig, Tiffany A.		Address on File						
Herbolsheimer, Julie L.		Address on File						
Herd, Donae E.		Address on File						
Heredia III, Johnny		Address on File						
Herman, Michael R.		Address on File						
Hermanson, Jorja A.		Address on File						
Hernandez Jr., Gilberto		Address on File						
Hernandez Noriega, Maria F.		Address on File						
Hernandez, Adrianna		Address on File						
Hernandez, Alcatraz M.		Address on File						
Hernandez, Alejandro		Address on File						
Hernandez, Alison C.		Address on File						
Hernandez, Antonio		Address on File						
Hernandez, April		Address on File						
Hernandez, Bertha A.		Address on File						
Hernandez, Blanca P.		Address on File						
Hernandez, Brenda		Address on File						
Hernandez, Briana		Address on File						
Hernandez, Daniel		Address on File						
Hernandez, Gabriel		Address on File						
Hernandez, Jacquelin G.		Address on File						
Hernandez, Jimmy J.		Address on File						
Hernandez, Jose		Address on File						
Hernandez, Juan G.		Address on File						
Hernandez, Juan V.		Address on File						
Hernandez, Julia V.		Address on File						
Hernandez, Karina S.		Address on File						
Hernandez, Laura M.		Address on File						
Hernandez, Leticia		Address on File						
Hernandez, Luz D.		Address on File						
Hernandez, Maria D.		Address on File						
Hernandez, Mary I.		Address on File						
Hernandez, Matthew		Address on File						
Hernandez, Michael		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Hernandez, Patricia		Address on File						
Hernandez, Phoenix R.		Address on File						
Hernandez, Preciosa J.		Address on File						
Hernandez, Rachel N.		Address on File						
Hernandez, Shadia		Address on File						
Hernandez, Yudi	Diego German Mendez, Esq.	Mendez Law Offices	P.O. BOX 228630		Miami	FL	33172	
Hernandez, Yudi	Richard J. Adams, Esq.	Adams & Associates, P.A.	6500 Cowpen Road, Suite 101		Miami Lakes	FL	33014	
Hernandez-Carreon, Carlos		Address on File						
Hernandez-Ramos, Ashly		Address on File						
Herndon, Kevin		Address on File						
Herold, Allison		Address on File						
Herrera Curiel, Martha P.		Address on File						
Herrera Nelson, Michael		Address on File						
Herrera, Abraham F.		Address on File						
Herrera, Alejandro A.		Address on File						
Herrera, Elodia D.		Address on File						
Herrera, Evan L.		Address on File						
Herrera, Oralia		Address on File						
Herrin, Rendi M.		Address on File						
Herring, Julie		Address on File						
Herring, Zaria N.		Address on File						
Herrington, Kevin M.		Address on File						
Herriotte, April		Address on File						
Herscovici, Michael		Address on File						
Herson, Randy		Address on File						
Hertzler, Heather		Address on File						
Herzich, Tonica		Address on File						
Heslin, Colleen M.		Address on File						
Hessel, Michael W.		Address on File						
Hesser Communications		6 FIRETHORN PLACE			WILLIAMSBURG	VA	23185	
Hester, Ricky		Address on File						
Heun, Donna M.		Address on File						
Heuschkel, Christopher M.		Address on File						
Hewitt, Ariel		Address on File						
Hewitt, Jonathan		Address on File						
Hewitt, Sutton		Address on File						
HEWY WINE CHILLERS, LLC. DBA CORKCICLES		1300 Brookhaven Drive	Suite 2		Orlando	FL	32803	
Hexan, Victor A.		Address on File						
Heyse, Cheri L.		Address on File						
HGIT Briargate LLC	Attn Jason Maxwell - General Counsel	c/o Hines Global Income Trust Inc.	2800 Post Oak Blvd., Ste. 4800		Houston	TX	77056	
HGIT BRIARGATE LLC	Attn Kenton McKeehan	c/o Hines Global Income Trust Inc.	2800 Post Oak Blvd. Ste 4800		Houston	TX	77056	
HGIT Briargate LLC	Attn Michelle Moudry	c/o Hines Global Income Trust Inc.	2800 Post Oak Blvd, Ste. 4800		Houston	TX	77056	
HGIT Briargate LLC		PO Box 734862			Dallas	TX	75373-4862	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
HGTV Magazine, LLC		PO Box 90002			Prescott	AZ	86304-9002	
Hiatt, James		Address on File						
Hibbard, Brenda V.		Address on File						
Hickey, Daniel R.		Address on File						
Hickling, John N.		Address on File						
Hickman, Anastasia		Address on File						
Hickman, Marcus		Address on File						
Hickman-Slyby, April		Address on File						
Hicks Jr., David M.		Address on File						
Hicks, Richard S.		Address on File						
Hicks, Robert G.		Address on File						
Hicks, Shane		Address on File						
Hicks, Tashawn Q.		Address on File						
HICO		2642 Andjon Dr.			Dallas	TX	75220	
Hiddin		759 Bloomfield Ave, Suite 240			West Caldwell	NJ	07006	
Hie, Ashley M.		Address on File						
Hien, Christopher		Address on File						
Hierro, Maite		Address on File						
Higgins, Robert D.		Address on File						
High Profile, Inc.		17250 Dallas Pkwy			Dallas	TX	75248	
Highel, Inc. dba Neoflam Americas		23062 La Cadena Dr			Laguna Hills	CA	92653	
HIGHTIDE USA INC.		787 S. Alameda St	Suite 140		Los Angeles	CA	90021	
HighTide USA Inc.		787 S. Alameda St. Suite 140			Los Angeles	CA	90021	
Hightower, Deon M.		Address on File						
Hilario Hernandez		Address on File						
Hilderbrand, Raenice		Address on File						
Hildy Spak		Address on File						
Hill, Brittany		Address on File						
Hill, Brittany N.		Address on File						
Hill, Cassandra		Address on File						
Hill, Catherine		Address on File						
Hill, Corynne		Address on File						
Hill, Elizabeth A.		Address on File						
Hill, Ivone		Address on File						
Hill, Ivy K.		Address on File						
Hill, Michele P.		Address on File						
Hill, Mikael K.		Address on File						
Hill, Moneca S.		Address on File						
Hill, Rei S.		Address on File						
Hill, Taylor		Address on File						
Hill, Teresa K.		Address on File						
Hille, Donna M.		Address on File						
Hiller, Alison L.		Address on File						
Hillhouse, Joanne A.		Address on File						
Hillsborough County Tax Collector		PO Box 30012			Tampa	FL	33630-3012	
Hilwaite Holdings LLC		5310 E. Woodridge Drive			Scottsdale	AZ	85254	
Hilyard, Murray W.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Hinkle, Alexandria		Address on File						
Hinkson, Jefferson A.		Address on File						
Hinnershitz, Felicia		Address on File						
Hinojosa, Garrett M.		Address on File						
Hinojosa, Luisa		Address on File						
Hinshaw, Rosie J.		Address on File						
Hipolit, Gwendolyn S.		Address on File						
Hipple, Peggy S.		Address on File						
Hiracheta, Hannah		Address on File						
Hire Dynamics, LLC		1845 Satellite Blvd.	Suite 300		Duluth	GA	30097	
HireClix LLC		3 Heritage Way, Suite 4			Gloucester	MA	01930	
Hirkic, Sabina		Address on File						
Hiroko Cruz LLC dba Neat Method		Address on File						
Hirsch, Danna		Address on File						
Hisey, Mary		Address on File						
Hisey, William		Address on File						
Hite, Janice		Address on File						
Hive Mind LLC dba Bee Organized Rhode Island		673 Hope Furnace Rd			Hope	RI	02831	
Hixson, Rhonda L.		Address on File						
HMM Co., LTD		222 W. Las Colinas Blvd	Suite 700		Irving	TX	75039	
HMP Education, LLC		104 Windsor Center Drive	Suite 200		East Windsor	NJ	08520	
Ho Fernandez, Maria		Address on File						
Ho, John		Address on File						
Hoag, Margaret		Address on File						
Hoang, James		Address on File						
Hoang, Jasmine Wah		Address on File						
Hoback, Cathy C.		Address on File						
Hobart Service		8120 Jetstar Dr	#100		Irving	TX	75063	
Hobbs, Angelina		Address on File						
Hobbs, Brook Lynn		Address on File						
Hobbs, Megan L.		Address on File						
Hobson, Sarah A.		Address on File						
Hock, Dillon W.		Address on File						
Hodge, Calandra		Address on File						
Hodge, Markel A.		Address on File						
Hodges, Corbin		Address on File						
Hoefl, Anna D.		Address on File						
Hoelscher, Jack M.		Address on File						
Hoffman, Pamela K.		Address on File						
Hoffmann, Kaylee M.		Address on File						
Hofman, Ethan J.		Address on File						
Hofmann, Robert L.		Address on File						
Hofmann, Rylee S.		Address on File						
Hoge, Kathy A.		Address on File						
Hoitsma, Christopher P.		Address on File						
Hoke, Patricia M.		Address on File						
Holady, Morgan K.		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Holbrook Woodstock		13682 Hwy 92	Attn Abigail Alexander		Woodstock	GA	30188	
Holbrook, Louisa G.		Address on File						
Holdbrooks, Valerie		Address on File						
HOLD-IT PRODUCTS		1900 Easy St	PO Box 731		Walled Lake	MI	48390	
Hold-It Products		PO Box 731			Walled Lake	MI	48390-0731	
Holdsworth, Amelia		Address on File						
Holian, Katelin P.		Address on File						
Holland Jr., Dennis R.		Address on File						
Holland, Kameron J.		Address on File						
Hollander, Stephanie A.		Address on File						
Hollander, Wendy S.		Address on File						
Holliday, Allison H.		Address on File						
Holliday, DeQuan J.		Address on File						
Hollingsworth, Amanda		Address on File						
Holloway, Amy		Address on File						
Holloway, Ciana D.		Address on File						
Holly H. Trepka		Address on File						
Holly H. Trepka		Address on File						
Holly Holt Home Design, LLC		5706 Nevada St			Berwyn Heights	MD	20740	
HOLLY NEVADA KLEEBUA		Address on File						
Holm, Jennifer		Address on File						
Holman, Monique		Address on File						
Holman, Ruth E.		Address on File						
Holmberg, Brian R.		Address on File						
Holmes, Dinikqua D.		Address on File						
Holmes, Djuan L.		Address on File						
Holmes, Kathryn		Address on File						
Holmes-Andrews, Raelene A.		Address on File						
Holmes-Hendrix, Lauren		Address on File						
Holt IV, Raleigh A.		Address on File						
Holt, Jacqueline		Address on File						
Holt, Jinna E.		Address on File						
Holton, Katelyn		Address on File						
Holzl, Suzanne		Address on File						
Hom, Bridget		Address on File						
Hom, David		Address on File						
HomeAdvisor, Inc.		3601 Walnut Street			Denver	CO	80205	
HOME COSY, INC		No. 16, Rensen Street	Bali Township		Taipei County		24943	Taiwan
HOMESICK		450 Lexington Ave	#4530		New York	NY	10163-4530	
Homesick BVG LLC		450 Lexington Ave # 4530			New York	NY	10163	
Honey-Can-Do International LLC		5300 St. Charles Road			Berkeley	IL	60163	
Honeycutt, Courtney N.		Address on File						
Honeycutt, Kathleen		Address on File						
Honeycutt, Melinda G.		Address on File						
Hong, Cindy		Address on File						
Honigman, Rachel B.		Address on File						
Hood, Hope Y.		Address on File						
Hoogveldt, Jocine		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Hooks, Calli M.		Address on File						
Hooks, Jasmine		Address on File						
Hooks, Jena K.		Address on File						
Hooray Health		14755 Preston Rd Ste 130			Dallas	TX	75254	
Hoover, Andrew P.		Address on File						
Hoover, Richard T.		Address on File						
Hoover, Stacey		Address on File						
Hope, Janice		Address on File						
Hope, Morgan N.		Address on File						
Hopkins, Angel N.		Address on File						
Hopkins, Cheri J.		Address on File						
Hopkins, Laura M.		Address on File						
Hopkins, Nancy E.		Address on File						
Hopper, Dona R.		Address on File						
Hoppes, Jennifer		Address on File						
Hopson-Morris, Alanna		Address on File						
HORDERLY HOMES LLC		564 Ardsley Blvd			Garden City	NY	11530	
Horderly LLC		564 Ardsley Blvd			Garden City	NY	11530	
Horges III, Booker T.		Address on File						
Hornberger, Louis N.		Address on File						
Horner, Candy		Address on File						
Horney, Christopher S.		Address on File						
Horney, Kaitlin A.		Address on File						
Hornstein, Kellie A.		Address on File						
Horsch, Courtney R.		Address on File						
Horton, Anthony W.		Address on File						
Horton, Devarcus N.		Address on File						
Horton, Keri		Address on File						
Hoshut, Sodmeliten		Address on File						
Hoskins, Jadyn A.		Address on File						
Hospitality Consumer Products LLC		52 Forest Ave			Paramus	NJ	07652	
HOSPITALITY CONSUMER PRODUCTS LLC		185 Industrial Ave			Ridgefield Park	NJ	07660	
Hostetter, Benjamin R.		Address on File						
Hostetter, Jennifer		Address on File						
HOTEL COLLECTION LLC		38 NW 24th Street			Miami	FL	33127	
HOTEL COLLECTION LLC		2058 NW Miami Ct			Miami	FL	33127	
Hotwire Communications - 57330		2100 West Cypress Creek Road			Fort Lauderdale	FL	33309	
Hough, Rebecca		Address on File						
Houle, Danielle M.		Address on File						
Houlihan Lokey Capital, Inc.		2601 Olive Street, Suite 250			Dallas	TX	75201	
House Jr., Mickey		Address on File						
House of Glass		424 N. York Rd.			Elmhurst	IL	60126	
House, Kimberly		Address on File						
House, Roberto		Address on File						
Houston, Bryan H.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Houston, Jonathan R.		Address on File						
Howard, Anne		Address on File						
Howard, Charles E.		Address on File						
Howard, Christina		Address on File						
Howard, Jermaira		Address on File						
Howard, Julia		Address on File						
Howard, Keunte		Address on File						
Howard, Ranae		Address on File						
Howard, Shane H.		Address on File						
Howard, Sharodnie		Address on File						
Howard-Green, Morghyn		Address on File						
Howe, Regina C.		Address on File						
Howe, Samuel		Address on File						
Howe, Sunny		Address on File						
Howland, Cheryl		Address on File						
Hrapmann, Tricia		Address on File						
Hrivnak, Sarah C.		Address on File						
Hrysenko, Julia A.		Address on File						
HT VENTURES LLC DBA NPW GROUP		133 W 4th Street			Cincinnati	OH	45202	
HT Ventures, LLC		901 W. Oakton	Suite A		Des Plaines	IL	60018	
Hua, Khang		Address on File						
Huang Acrylic, Inc.		3211 Skylane Drive			Carrollton	TX	75006	
Huang, Hai		Address on File						
Huang, Julie		Address on File						
Huapaya Quispe, Sophia R.		Address on File						
Huba, Bethany K.		Address on File						
Hubbard Law, PLLC		P.O. Box 670688			Dallas	TX	75367	
Hubbard, Alicia R.		Address on File						
Hubbard, JohnMichael		Address on File						
Hubbard, Mackenzie E.		Address on File						
Hubbe, Jason E.		Address on File						
Huber, Natalie B.		Address on File						
Hudgins, Nichole L.		Address on File						
Hudson Insurance Company	Karin L. Zimmerly, Vice President	100 William Street, 5th Floor			New York	NY	10038	
Hudson Martin, DeNaesha		Address on File						
Hudson, Phaedra S.		Address on File						
Hue, Ashleigh N.		Address on File						
Huerta, Michael		Address on File						
Huff, Cassandra M.		Address on File						
Huff, Jeffrey D.		Address on File						
Huffer, Dale J.		Address on File						
Hug-A-Plug, Inc		P.O. Box 2190			Brighton	MI	48116	
HUG-A-PLUG, INC.		2332 Pine Hollow Trl			Brighton	MI	48114	
Huggins, Alexandria J.		Address on File						
Huggins, Samantha		Address on File						
Hugh M. Cunningham, Inc.		P.O. Box 4897	Department 342		Houston	TX	77210	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Hughes, Brianna C.		Address on File						
Hughes, Carlton A.		Address on File						
Hughes, Lauren		Address on File						
Hughes, Robert		Address on File						
Hughes, Sean		Address on File						
Hughlett, Amanda		Address on File						
Huiltron, Jayden I.		Address on File						
HULKEN INC.		110 N Brockway St.	Suite 240		Palatine	IL	60067	
Hull Ruiz, Rebecca		Address on File						
Hullaby, Avis E.		Address on File						
Hulse, Christine M.		Address on File						
Hulyk, Adrian		Address on File						
Humangear, Inc.		PO Box 170099			San Francisco	CA	94117	
Humek, Ezekiel J.		Address on File						
Humes, Korin		Address on File						
Humphery, LaSonya M.		Address on File						
Humphery, Michael D.		Address on File						
Humphries, James R.		Address on File						
Hunt, Kristy		Address on File						
Hunt, Phyllis N.		Address on File						
Hunter, Amaree		Address on File						
Hunter, Angel J.		Address on File						
Hunter, Arianna		Address on File						
Hunter, Dwight D.		Address on File						
Hunter, Lauren		Address on File						
Hunter, Marna		Address on File						
Hunter, Wendy		Address on File						
Hunter, Wesley K.		Address on File						
Huntington, Joshua T.		Address on File						
Huntley, Isaiah		Address on File						
Huovinen, John R.		Address on File						
Hurd Mills, LLC	Attn Richard W. Hurd	2000 Fuller Road			West Des Moines	IA	50265	
Hurd Mills, LLC	Hogan Law Office	Timothy C. Hogan	3101 Ingersoll Avenue		Des Moines	IA	50312	
Hurd Mills, LLC		2000 Fuller Rd			West Des Moines	IA	50265	
Hurlbut, Margery P.		Address on File						
Hurley III, Edward M.		Address on File						
Hurst, Jillian C.		Address on File						
Hurtado Jr., Antonio		Address on File						
Hurtado, Katherin		Address on File						
Husband, Jermaine R.		Address on File						
Husch Blackwell LLP		8001 Forsyth Boulevard, Suite			St. Louis	MO	63105	
HUSPP North & Clybourn LLC	Will Renner & Steve Luthman	444 W. Lake St, Ste 2400			Chicago	IL	60606	
HUSPP North and Clybourn LLC		845 Texas Avenue Ste 3300			Houston	TX	77002	
HUSPPP North and Clybourn LLC	Corporate Counsel	c/o Hines Interests Limited Partnership	845 Texas Ave., Ste 3300		Houston	TX	77002	
Hussain, Syed A.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Hussein, Marwa		Address on File						
Hussey, Stephen M.		Address on File						
Huston, Donna R.		Address on File						
Hutchcraft, Damon C.		Address on File						
Hutchens, Lisa		Address on File						
Hutchinson, Joshua		Address on File						
Hutchinson, Kevin M.		Address on File						
Hutchinson, Thomas J.		Address on File						
HUTZLER MANUFACTURING CO. INC		4 Grace Way			Canaan	CT	06018	
Hutzler Manufacturing Co. Inc.		PO Box 969			Canaan	CT	06018	
Huynh, Tam		Address on File						
Huza Home Concepts, LLC.		1629 K St. NW	Suite 300		Washington	DC	20009	
Hyche, Frederick S.		Address on File						
HYCU, Inc.		109 State Street			Boston	MA	02109	
Hydar, Ravahanan		Address on File						
Hygge Games Kylskapsposi AB		Olaigatan 19			Orebro		70361	Sweden
Hyman, Amalya		Address on File						
I&G DESIGNS AND LOGISTICS, LLC DBA FASHIONIT		14114 North Dallas Parkway suite 420			Dallas	TX	75093	
I&G DESIGNS AND LOGISTICS, LLC DBA FASHIONIT		14114 North Dallas Parway suite 420			Plano	TX	75093	
I&G Designs and Logistics, LLC DBA FashionIT		14114 Dallas Parkway	Suite #420		Dallas	TX	75254	
I&I Services, LLC		2111 Prestonwood Dr.			Arlington	TX	76012	
I&I-B2B, LLC		2111 Prestonwood Dr			Arlington	TX	76012	
Iapalucci, Aiman		Address on File						
Ibarra Gomez, Brisia J.		Address on File						
Ibarra, Lorena		Address on File						
Ibarra, Maritza		Address on File						
Ibarra, Miguel A.		Address on File						
Ibarra-Cortes, Jasmin		Address on File						
Iberia Parish School Board		P.O. Box 9770			New Iberia	LA	70562-9770	
Iberville Parish Sales Tax Department		P.O. Box 355			Plaquemine	LA	70765-0355	
IBM Corporation		1 North Castle Drive	c/o IBM Income Department		Armonk	NY	10504	
Iboubi Bangole, Steve		Address on File						
Ice Systems Inc. dba Proxytrust		PO Box 11126			Hauppauge	NY	11788	
Iciano, Nilza		Address on File						
iCIMS, Inc.		29348 Network Place			Chicago	IL	60673-1294	
ICON Ecological Solutions, LLC	ICON Ecological Solutions	PO Box 645026			Dallas	TX	75264	
ICR LLC		761 Main Ave			Norwalk	CT	06851	
Icy Cools, Inc.		15 Oscar Drive	P.O. Box 686		Roosevelt	NJ	08555-0686	
ICY-COOLS		551 Raritan Center Parkway			Edison	NJ	08837	
ID Label Inc.		425 Park Ave			Lake Villa	IL	60046-6540	
ID Technology LLC		P.O. Box 73419			Cleveland	OH	44193	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ID.me, Inc.	Attn Legal Department	8280 Greensboro Drive, Suite 800			Tysons Corner	VA	22102	
Idaho Attorney General	Attn Bankruptcy Department	700 W. Jefferson Street Suite 210	PO Box 83720		Boise	ID	83720-0010	
Idaho State Tax Commission	Unclaimed Property Program	304 N 8th St. Suite 208			Boise	ID	83702-5834	
Idaho State Tax Commission		PO Box 76			Boise	ID	83707	
IDEA CO. LTD.		3F K&G Kyomachibori Bldg.	2-6-26 Kyomachibori Nishi-ku		Osaka		550-0003	Japan
Idea Co., Ltd.		3F K&G Kyomachi Bldg.	Kyomachibori Nishi-ku		Osaka		5500003	Japan
IdeaStream Consumer Products, LLC		812 Huron Road	Suite 390		Cleveland	OH	44115	
Idlewild Co., Inc.		1105 18th Place			Vero Beach	FL	32960	
IDMWorks, LLC		PO Box 140040			Coral Gables	FL	33114	
Iery, Ethan		Address on File						
IF USA, LLC		4350 Bryson Blvd.			Florence	AL	35630	
IG Design Group Americas, Inc.		338 Industrial Blvd			Midway	GA	31320	
Ignatius, Emily		Address on File						
Ike, Chinaemere		Address on File						
Ikenata, Stephen M.		Address on File						
Ilantus Technologies		6860 N Dallas Parkway			Plano	TX	75024	
Illinois Attorney General	Attn Bankruptcy Department	James R. Thompson Ctr	100 W. Randolph St.		Chicago	IL	60601	
Illinois Department Of Revenue		PO BOX 19006			SPRINGFIELD	IL	62794-9006	
Illinois Dept. Of Revenue		P.O. Box 19032			Springfield	IL	62794-9032	
Illinois Secretary of State	Corp. F no. 5737-062-9	213 State Capitol			Springfield	IL	62756	
ILLUME Holding Company, LLC		10501 Elm Creek Blvd N			Maple Grove	MN	55369	
IMAGINATION PRODUCT CORP		227 W Cedar St			Chillicothe	IL	61523	
Imagination Products Corp dba FlexiSnake Inc		227 W Cedar St			Chillicothe	IL	61523	
Imani A. Keal DBA Big Pink Hat, LLC		Address on File						
IMCG		16240 Airport Park Drive	Suite 100		Ft Myers	FL	33913	
IMCG		8130 Lakewood Main St, Ste 103 Box 335	Nicolas Perrupato		Lakewood Ranch	FL	34202	
IMCG, Inc.		801 International Parkway	5th Floor		Lake Mary	FL	32746	
Impact Analytics		780 Elkridge Landing Rd			Linthicum Heights	MD	21090	
Impact Labor LLC		7980 N Brother Blvd			Memphis	TN	38133	
Impact Recovery Systems Inc		4955 Stout Dr			San Antonio	TX	78219	
Impact Service Group, Ltd		63 Copps Hill Road			Ridgefield	CT	06877	
Impact Tech, Inc.		223 E. De La Guerra			Santa Barbara	CA	93101	
Imperial Bag & Paper Co dba Lovan Industries		PO BOX 35931			Dallas	TX	75235-0931	
Imprint Plus USA Inc.		#260-21320 Gordon Way			Richmond	BC	V6W 1J8	Canada
Imprint Plus USA Inc.		9240 Collection Center Drive			Chicago	IL	60693	
Ina Darley		Address on File						
INCLOSED,INC		6620 F ST			Omaha	NE	68117	
Indeed, Inc.		P.O. Box 660367			Dallas	TX	75266-0367	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Indemnity Insurance Co. of North America		436 Walnut Street			Philadelphia	PA	19106	
Independent Can Co.		1300 Brass Mill Road	P.O. Box 370		Belcamp	MD	21017-0370	
India Thandi		Address on File						
Indiana Attorney General	Attn Bankruptcy Department	Indiana Govt Center South	302 West Washington St		Indianapolis	IN	46204	
Indiana Attorney Generals Office	Division of Unclaimed Property	PO Box 2504	5th Fl		Greenwood	IN	46142	
Indiana Attorney Generals Office	Unclaimed Property Division	PO Box 2504			Greenwood	IN	46142	
Indiana Department of Revenue		PO Box 7218			Indianapolis	IN	46207-7218	
Indiana Secretary of State		302 W. Washington Street Room E018			Indianapolis	IN	46204	
Industresource, LLC		3701 Kennesaw South Industrial Drive			Kennesaw	GA	30144	
Industrial Networking Solutions	dba Industrial Networking Solutions	P.O. Box 540			Addison	TX	75001	
Infante, Kevin		Address on File						
Infor		P.O. Box 847798			Los Angeles	CA	90084-7798	
Informatica LLC		2100 Seaport Blvd			Redwood City	CA	94063	
Infusino, Judith M.		Address on File						
Ingenito, Fred W.		Address on File						
Ingraham, Amanda L.		Address on File						
Ingram, Emily K.		Address on File						
Ingram, Keshianna		Address on File						
Ingrid Lopez		Address on File						
Inland Commercial Real Estate Services LLC	Senior Vice President - Property Management	2901 Butterfield Road, Bldg #75018			Oak Brook	IL	60523	
Inland Commercial Real Estate Services, LLC		62903 Collection Center Dr.			Chicago	IL	60693-0629	
Inners, Kirsten E.		Address on File						
INNIES		360 west 132nd street			los angeles	CA	90061	
Innies		504 14th St			Santa Monica	CA	90402	
INNIES		1112 Montana avenue	Suite 127		Santa Monica	CA	90403	
Innov8		60 Commerce Dr			Trumbull	CT	06611	
Innova Products Limited		200 John F. Kennedy Road			Palmerston North		4410	New Zealand
Inoa, Amy S.		Address on File						
Insall, Brandt T.		Address on File						
Inscore I, Andrew F.		Address on File						
Inscore, Stacy L.		Address on File						
Insight Direct USA, Inc.		6820 S. Harl Avenue			Tempe	AZ	85283	
Insight Direct USA, Inc.		P.O. Box 78825			Phoenix	AZ	85062-8825	
Insight Direct USA, Inc.		PO Box 731069			Dallas	TX	75373-1069	
InSource, Inc		2490 Boulevard of the Generals			Norristown	PA	19403	
Inspired Mgmt LLC		26811 Eastvale Rd			Palos Verdes	CA	90274	
InstaKey Security Systems		7456 W. 5th Ave			Lakewood	CO	80226	
Intalytics, Inc.		5 Research Drive Suite A			Ann Arbor	MI	48103	
INTEGRA SPECIALTY PRODUCTS, INC.		3930 West Windmill Lane	Suite 100		Las Vegas	NV	89139	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
INTERDESIGN		30320 Emerald Valley Parkway			Glenwillow	OH	44139	
Interdesign, Inc.		30725 Solon Industrial Pkwy			Solon	OH	44139	
Interface Security Systems LLC		3773 Corporate Center Drive			Earth City	MO	63045	
Interface Security Systems LLC		1884 Lackland Hill Pkwy			St. Louis	MO	63146	
Interior Investments		550 Bond St			Lincolnshire	IL	60069	
INTERMETRO INDUSTRIES		651 North Washington Street			Wilkes-Barre	PA	18705	
Intermetro Industries Corporation		P.O. Box 93730			Chicago	IL	60673-3730	
Intermountain Renovations LLC		2440 Tower Drive			Monroe	LA	71201	
Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346			Philadelphia	PA	19101-7346	
Internal Revenue Service	Centralized Insolvency Operation	2970 Market St			Philadelphia	PA	19104	
International Arrivals dba OOLY, LLC		5607 Palmer Way			Carlsbad	CA	92010	
INTERNATIONAL ARRIVALS, LLC dba OOLY		5607 Palmer Way			Carlsbad	CA	92010	
INTERNATIONAL GREETINGS USA		5555 Glenridge Connector	Suite 300		Atlanta	GA	30342	
International Molded Packaging		206 Central Main St.			Central City	SD	57754	
Intune Logistics		208 Adley Way			Greenville	SC	29607	
Inyongo, Sylvain B.		Address on File						
Ioannou, Janie G.		Address on File						
Iowa Attorney General	Attn Bankruptcy Department	Hoover State Office Bldg	1305 E. Walnut Street		Des Moines	IA	50319	
Iowa Dept. of Revenue		P.O. Box 10412			Des Moines	IA	50306-0412	
Iowa Dept. of Revenue		PO Box 856791			Minneapolis	MN	55485-6791	
Iowa Office of the State Treasurer	Great Iowa Treasure Hunt	Lucas State Office Building	321 E 12th St., 1st Floor		Des Moines	IA	50319	
IPENZING, LLC (DBA Sprigbox)		5455 N Sheridan Rd.	#1402		Chicago	IL	60640	
Ippolito, Benito		Address on File						
Ippolito, Graeson		Address on File						
Ipsos-Insight, LLC		301 Merritt 7			Norwalk	CT	06851	
Iqbal, Faria K.		Address on File						
Iqbal, Husnain		Address on File						
Iraheta, Yemelin		Address on File						
IREIT Little Rock Midtowne, L.L.C.		2901 Butterfield Road			Oak Brook	IL	60523	
Iris USA, Inc.		13423 W. Cactus Rd.			Surprise	AZ	85379	
IRVING CARPENTER		Address on File						
Irving, Julia G.		Address on File						
ISAAC CHARLES DAIKER		Address on File						
Isaacman, Samuel E.		Address on File						
Isaacs, Barbara A.		Address on File						
Isaacs, Carolyn		Address on File						
ISCREAM, A DIVISION OF MINES PRESS, INC		231 Croton Ave			Cortlandt Manor	NY	10567-5219	
Iscream, A Dvision of Mines Press, Inc.		231 Croton Avenue			Cortlandt Manor	NY	10567	
Ishcomer Construction		802 Ollie St			Calera	OK	74730	
ISI Commercial Refrigeration LLC		PO Box 654020			Dallas	TX	75265	
Isidron, Migdalia		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Isla, Robert J.		Address on File						
Ison, Jen V.		Address on File						
ISS Corporate Solutions		702 King Farm Blvd	Suite 400		Rockville	MD	20850	
IT First		P.O. Box 2129			Addison	TX	75001-2129	
iText Software Corp.		P.O. Box 620335			Newton Lower Falls	MA	02462-0335	
Itoya Of America, Ltd.		800 Sandhill Avenue			Carson	CA	90746-1212	
ITOYA-PROFOLIO		20725 S. Western Ave	Ste 136		Torrance	CA	90501	
Its Arranged		401 Crabtree Ct			Franklin	TN	37069	
Iturralde, Jeffrey G.		Address on File						
IUC International DBA Dhome Brands		1175 Markkress Rd Unit 2120			Cherry Hill	NJ	08034	
IUC INTERNATIONAL LLC		1175 Markkress Road			Cherry Hill	NJ	08034	
Ivanti, Inc.		Dept 0352	PO Box 120352		Dallas	TX	75312	
Ivery-Gardener, Reyshawn		Address on File						
Ivey-Santos, Wyllow N.		Address on File						
Iwanowski, Peter		Address on File						
Iwanski, Ed		Address on File						
Iwasaki Industry Inc.		1216-5 Nukatabe-Kitamachi			Yamato-Koriyama, Nara			Japan
IWASAKI INDUSTRY, INC.		1521 Loatonia Ct			Libertyville	IL	60048	
IWASAKI INDUSTRY, INC.		421-2, Takada-cho,	Yamato-Kohriyama-Shi		Nara		639-1132	Japan
Iyengar, Keshav		Address on File						
J & L Tire Service		PO Box 1110			Caddo Mills	TX	75135	
J K ADAMS COMPANY		1430 Route 30			Dorset	VT	05251	
J&O PLASTICS		12475 Sheets Road			Rittman	OH	44270	
J. Miller Beauty Designs, LLC		2123 Alvarado Lane			Sarasota	FL	34231	
J.J. Keller & Associates, Inc.		PO Box 6609			Carol Stream	IL	60197-6609	
J.K. Adams Company		P. O. Box 248	1430 Route 30		Dorset	VT	05251	
Jabara, Lana M.		Address on File						
Jabir, Jasmine H.		Address on File						
JACKI EASLICK LLC		222 Purchase St. #187			Rye	NY	10580	
Jacki Easlick LLC		P.O. Box 781580			Philadelphia	PA	19178-1580	
JACKIE LYNN HARPER		Address on File						
Jackman, Gina S.		Address on File						
Jackson III, Joseph		Address on File						
Jackson Lewis PC		1133 Westchester Ave, Suite S125			West Harrison	NY	10604	
Jackson Parish STCA		PO Box 666			Jonesboro	LA	71251	
Jackson, Asiane		Address on File						
Jackson, Brandon Y.		Address on File						
Jackson, Brenda F.		Address on File						
Jackson, Brittany		Address on File						
Jackson, Carmen Y.		Address on File						
Jackson, Christine		Address on File						
Jackson, Dawn C.		Address on File						
Jackson, Dominic S.		Address on File						
Jackson, Ebony		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Jackson, Gabrielle		Address on File						
Jackson, Hasina		Address on File						
Jackson, Isaac		Address on File						
Jackson, Jada		Address on File						
Jackson, Jasmine		Address on File						
Jackson, Jodi		Address on File						
Jackson, Katrena R.		Address on File						
Jackson, Khyla		Address on File						
Jackson, Martha		Address on File						
Jackson, Nialah		Address on File						
Jackson, Quiana		Address on File						
Jackson, Sarah D.		Address on File						
Jackson, T Ebony		Address on File						
Jackson, Tamiera D.		Address on File						
Jackson, Tyanna M.		Address on File						
Jackson, Victoria J.		Address on File						
Jackson, William C.		Address on File						
Jaclyn Zylstra		Address on File						
JACOB REIFF		Address on File						
Jacob, Madeline E.		Address on File						
Jacobs, Brian W.		Address on File						
Jacobs, Kara L.		Address on File						
Jacobs, Liam		Address on File						
Jacobs, Mishell R.		Address on File						
Jacobs, Randy		Address on File						
Jacobs, William C.		Address on File						
Jacome, Jennifer M.		Address on File						
Jacqueline Arthur		Address on File						
Jacquelyn Bender		Address on File						
Jacquelyn Olsen DBA Bee Organized Dallas		Address on File						
JACQUELYN TATE		Address on File						
Jaeckle Wholesale, Inc.		PO Box 95871			Chicago	IL	60694-5871	
Jaeger, Sophia		Address on File						
Jager, Kyle M.		Address on File						
Jahn, Evan		Address on File						
Jaime Jr., Rico		Address on File						
Jaimes, Juan V.		Address on File						
Jaimez, Malia		Address on File						
JAKE JAMES DEMPSEY		Address on File						
Jalos Truck Washing		537 Auburn Dr.			Lewisville	TX	75067	
Jama, Bodari Y.		Address on File						
Jamaal Stanton		Address on File						
Jambard, Margaret A.		Address on File						
JAMES ANDREWS		Address on File						
James Family Sourcing dba Simple Division		PO Box 251			Headland	AL	36345	
JAMES L EDGAR		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
JAMES NICOLETTI		Address on File						
JAMES PETER MONIODES		Address on File						
James Pohlmann Sheriff and Tax Collector		P.O. Box 168			Chalmette	LA	70044	
James Poole Construction, Inc.		40014-27 Matt Neal Road			Norwood	NC	28128	
James Tung Associates		5 Oak Hill Drive			San Anselmo	CA	94960	
James, Brianna		Address on File						
James, Christina		Address on File						
James, Diane W.		Address on File						
James, Jenna		Address on File						
James, Myles		Address on File						
James-Juanah, Ganawa S.		Address on File						
Jameson, Howard		Address on File						
Jameson, Makayla		Address on File						
Jameson, Matthew H.		Address on File						
Jamf		PO Box 74007550			Chicago	IL	60674-7550	
Jamir, Johanna S.		Address on File						
Jamison, James		Address on File						
Jamison, Jennifer L.		Address on File						
Jamison, Patrick Michael T.		Address on File						
Jamison, Reagan		Address on File						
Jamrom, Sophie M.		Address on File						
JAMS, Inc.		P.O. Box 512850			Los Angeles	CA	90051-0850	
Janc, Susan R.		Address on File						
Jane C Dolan dba Jane Organizes		Address on File						
Jane Otero		Address on File						
Jane Soucy		Address on File						
Janet Busby dba OrganiZare		Address on File						
JANET CLINE		Address on File						
Janet Henson		Address on File						
JANET STEFFEN		Address on File						
Janette Gonzalez		Address on File						
JANICE JUSSELL		Address on File						
Janice Williams		Address on File						
JANINE KOSTELNY		Address on File						
Janiszski, Maria J.		Address on File						
Jansen, Rae Jean		Address on File						
Januchowski, Timothy M.		Address on File						
Jaquez, Joshlyn		Address on File						
Jaramillo Del Rio, Arisbeth		Address on File						
Jaramillo III, Leon A.		Address on File						
Jaramillo, Mercedes M.		Address on File						
Jaranilla, Diana		Address on File						
Jarmouni, Fouad		Address on File						
Jarvis, Rachel A.		Address on File						
JASCO PRODUCTS		1044 Saint Cloud Loop			Apex	NC	27523	
JASCO PRODUCTS		10 E Memorial Rd			Oklahoma City	OK	73114	
Jasco Products Company LLC		10 E. Memorial Rd.			Oklahoma City	OK	73114	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
JASCOR HOUSEWARES INC.		201 Wicksteed Ave., Unit #5			East York	ON	M4G 0B1	Canada
Jascor Housewares Inc.		81A Brunswick			Dollard Des Ormeaux	QC	H9B2J5	Canada
Jason Bautista		Address on File						
Jason Lu		Address on File						
JASON MARKK INC		931 E 11TH STREET			LOS ANGELES	CA	90021	
JASON MARKK INC		353 S Broadway	300		LOS ANGELES	CA	90013	
Jason Markk, Inc.		353 S Broadway	Suite 300		Los Angeles	CA	90013	
Jason, Erica S.		Address on File						
Jasper, Ashley N.		Address on File						
Jassey, Landing		Address on File						
Javellana, Ethan R.		Address on File						
JAY CLARK		Address on File						
JAY WEHRING		Address on File						
Jayatunge, Laknindu K.		Address on File						
JB Cutting Inc		171 Grand Ave			Mt Clemens	MI	48043	
JBZ Enterprises LLC		3811 Coventry Lane			Boca Raton	FL	33496	
JBZ ENTERPRISES LLC		138 East 12th Street	apt 3H		New York	NY	10003	
Jean Ortiz, Odenny		Address on File						
Jean, Briana		Address on File						
Jean, Genesis R.		Address on File						
Jean, LaMarre		Address on File						
Jean, St Phar		Address on File						
Jean-Claude, Crystal		Address on File						
JEANEEN ARTHUR		Address on File						
Jeanette Colley		Address on File						
Jeanie Quirk		Address on File						
Jeanne Kingsbury		Address on File						
Jeannot, Samantha		Address on File						
Jefferson Davis Parish School Board		P.O. Box 1161			Jennings	LA	70546	
Jefferson, Raynard M.		Address on File						
Jefferson, Shani		Address on File						
Jeffery, Mitchell H.		Address on File						
Jeffrey M. Rosenberg, P.C.	Jeffrey M. Rosenberg, Esq.	15 Engle Street, Suite 207			Englewood	NJ	07631	
JEFFREY SCOTT JONES		Address on File						
Jeglic, Julie I.		Address on File						
Jemison, Sydney		Address on File						
Jen Halls		Address on File						
Jen Martin DBA Reset Your Nest		Address on File						
Jenel, Michelle N.		Address on File						
Jenia Brown		Address on File						
Jenkins, Carol E.		Address on File						
Jenkins, Jessica		Address on File						
Jenkins, Tina		Address on File						
Jenna Dornseif dba Synced LLC		Address on File						
Jennifer Finch dba Ultimately Organized, LLC		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
JENNIFER HANNA-CHAMBERS		Address on File						
Jennifer Holmer		Address on File						
Jennifer Kelley		Address on File						
Jennifer Lopez		Address on File						
Jennifer Lopez		Address on File						
Jennifer Noseworthy		Address on File						
JENNIFER PAVLAKOVICH		Address on File						
JENNIFER PEREIRA		Address on File						
Jennifer Raftis dba Efficiency Matters, LLC		Address on File						
Jennifer Seo		Address on File						
JENNIFER VERVAET		Address on File						
Jennifer Wright		Address on File						
Jennings, Mary J.		Address on File						
Jenny Dougherty		Address on File						
JENNY MANDALA-OROURKE		Address on File						
Jensen, Amelia		Address on File						
Jensen, Renee		Address on File						
Jensen, Tobin		Address on File						
Jerome Benton		Address on File						
Jerome H. Meyer & Co.	Steven C. Salyers, Property Manager	640 North La Salle Street, Suite 605			Chicago	IL	60654	
Jerome, Elizabeth Jane J.		Address on File						
Jerrett, Justin M.		Address on File						
Jersey Central Power & Light	FirstEnergy Corp.	76 South Main Street			Akron	OH	44308	
Jersey Central Power & Light		PO Box 371422			Pittsburgh	PA	15250-7422	
Jersey Shore Spaces, LLC		100 N. Mnroe Avenue, Unit 3			Margate City	NJ	08402	
Jess Charmoli		Address on File						
Jess Charmoli		Address on File						
Jesse Wright		Address on File						
Jessee, Elizabeth		Address on File						
Jesser, Kayla		Address on File						
JESSI STOLZENBERGER		Address on File						
Jessica A. Moynihan		Address on File						
Jessica Colarusso		Address on File						
Jessica Hall		Address on File						
Jessica Keeton		Address on File						
JESSICA LYNN ARMSTRONG		Address on File						
Jessica Perea		Address on File						
Jesus Prieto Photography, LLC		PO Box 1266			Euless	TX	76039	
JetBrains Americas, Inc.		989 East Hillsdale Boulevard	Suite 200		Foster City	CA	94404	
Jewel Hotel Owner	C/O RW Purchasing	2154 E Commons Avenue Suite 4600			Centennial	CO	80122	
Jewell Draper		Address on File						
Jewell, Alexander S.		Address on File						
Jewell, Jameline		Address on File						
Jie Min		Address on File						
JILL EGNEW		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Jill Fleming dba Smart Organizing Solutions		Address on File						
JILL H BAKER		Address on File						
Jill Jones		Address on File						
JILL MAJERUS		Address on File						
JILLSON & ROBERTS		3300 West Castor Street			Santa Anna	CA	92704	
Jim Buswell		Address on File						
Jimarez, Carlos P.		Address on File						
Jimenez, Ana		Address on File						
Jimenez, Cindi		Address on File						
Jimenez, Jorge E.		Address on File						
Jimenez, Marco		Address on File						
Jimmese Glenn		Address on File						
JINNIFER KOGER		Address on File						
Jio Haptik Technologies Limited	Attn Ajay Lulla	A-801, Cello Triumph, I.B. Patel Road	Off Western Express Highway	Goregaon (E)	Mumbai		400 063	India
Jio Haptik Technologies Limited		Office - 101, Saffron, Nr. Centre Point	Panchwati 5 Rasta	Ambawadi, Ahmedabad	Gujarat		380006	India
JJAAMM, LLC		9040 Highview Lane			Woodbury	MN	55125	
JJM Solutions		4109 Springbrook Court			Pleasant Prarie	WI	53158	
JOAN M COLES		Address on File						
JOAN MIHELICH		Address on File						
JOAN OBLAK		Address on File						
Joanna Van		Address on File						
JoAnne M Strucker		Address on File						
Jobar International, Inc.		3112 Kashiwa Street			Torrance	CA	90505	
Jobst, Patricia L.		Address on File						
JODY BARRETT		Address on File						
JOE FERREIRA		Address on File						
Joe Njoku		Address on File						
Joel, Kandyce M.		Address on File						
JOELLE JENSEN HERNANDEZ		Address on File						
JOHN CALHOUN CONNIFF III		Address on File						
JOHN CHRISTIAN URBIN		Address on File						
John Cunic		Address on File						
John Fralish		Address on File						
John Galt Development, Inc	C/O Anne Omrod	505 North Lake Shore Drive #1912			Chicago	IL	60611	
John Jelinek DBA Yellow Theme		Address on File						
John Kristafer Donald Galashan		Address on File						
John Moreno		Address on File						
John Moser		Address on File						
John R. Ames, Dallas County Tax Assessor-Collector		P.O. Box 139033			Dallas	TX	75313-9033	
JOHN SCADDEN		Address on File						
JOHN SCHROEDER		Address on File						
JOHN WAYNE MCCASLIN		Address on File						
John, Daniel A.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Johnson Controls Security Solutions		PO BOX 371967			Pittsburg	PA	15250-7967	
Johnson Controls Security Solutions LLC		P.O. Box 371967			Pittsburgh	PA	15250	
Johnson Controls Security Solutions LLC		PO Box 223670			Pittsburgh	PA	15251-2670	
Johnson County Wastewater		11811 S Sunset Dr #2500			Olathe	KS	66061	
Johnson County Wastewater		PO BOX 219948			Kansas City	MO	64121-9948	
Johnson Equipment Co.		P.O. Box 802009			Dallas	TX	75380-2009	
Johnson II, Leslie		Address on File						
Johnson Thomas, Karen		Address on File						
Johnson, Abigail J.		Address on File						
Johnson, Adrena		Address on File						
Johnson, Alyssa		Address on File						
Johnson, Antonio		Address on File						
Johnson, Beverly A.		Address on File						
Johnson, Brandon		Address on File						
Johnson, Brian		Address on File						
Johnson, Brian I.		Address on File						
Johnson, Brianna		Address on File						
Johnson, Bryan		Address on File						
Johnson, Caleb M.		Address on File						
Johnson, Caleb W.		Address on File						
Johnson, Cameron R.		Address on File						
Johnson, Cassandra		Address on File						
Johnson, Chad		Address on File						
Johnson, Chantis K.		Address on File						
Johnson, Charley E.		Address on File						
Johnson, Christin M.		Address on File						
Johnson, Christopher D.		Address on File						
Johnson, Colleen A.		Address on File						
Johnson, David		Address on File						
Johnson, Delonie N.		Address on File						
Johnson, Hannah L.		Address on File						
Johnson, Hannah N.		Address on File						
Johnson, Isabel		Address on File						
Johnson, Jill M.		Address on File						
Johnson, Kay L.		Address on File						
Johnson, Kaylee R.		Address on File						
Johnson, Kayleigh		Address on File						
Johnson, Keshia		Address on File						
Johnson, Lexter		Address on File						
Johnson, Lorraine D.		Address on File						
Johnson, Luke J.		Address on File						
Johnson, Nakari		Address on File						
Johnson, Pammy L.		Address on File						
Johnson, Peter C.		Address on File						
Johnson, Renee M.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Johnson, Ripley A.		Address on File						
Johnson, Ryan S.		Address on File						
Johnson, Shannon N.		Address on File						
Johnson, Sharon S.		Address on File						
Johnson, Sidney E.		Address on File						
Johnson, Thor A.		Address on File						
Johnson, Whitney		Address on File						
Johnston, Jacqui		Address on File						
Johnston, Mary		Address on File						
Joiner-Sims, Jennifer		Address on File						
JOKARI		1220 Champion Circle	Suite 100		Carrollton	TX	75006	
Jokari/US, Inc.		P.O. Box 1036			Charlotte	NC	28201-1036	
Jolie Skin Company, Inc.		522 Buck Road			Accord	NY	12404	
Jolly, Kimberly A.		Address on File						
JONATHAN LINWOOD SLEEP		Address on File						
JONATHAN ORLANDO HERNANDEZ		Address on File						
Jonathan Sokoloff		Address on File						
JONATHAN Y DESIGNS INC		185 Madison Avenue	Suite 602		New York	NY	10016	
JONATHAN Y DESIGNS INC		185 Madison Avenue, 6th Floor			New York	NY	10016	
Jones Jr., Clayton		Address on File						
Jones Jr., Darryl L.		Address on File						
Jones Jr., Malinda T.		Address on File						
Jones, Alexa J.		Address on File						
Jones, Alexis		Address on File						
Jones, Alysia E.		Address on File						
Jones, Amy L.		Address on File						
Jones, Ashley		Address on File						
Jones, Brian A.		Address on File						
Jones, Caroline M.		Address on File						
Jones, Charris A.		Address on File						
Jones, Chase E.		Address on File						
Jones, Christine C.		Address on File						
Jones, Corniche		Address on File						
Jones, Cynthia N.		Address on File						
Jones, David		Address on File						
Jones, Debra L.		Address on File						
Jones, Destinee I.		Address on File						
Jones, Elisabeth L.		Address on File						
Jones, Fabian D.		Address on File						
Jones, Fathiah		Address on File						
Jones, Grace E.		Address on File						
Jones, Jade		Address on File						
Jones, Jane E.		Address on File						
Jones, Jeffrey S.		Address on File						
Jones, Jessica F.		Address on File						
Jones, Judith A.		Address on File						
Jones, Kelli L.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Jones, Kristen N.		Address on File						
Jones, Kya		Address on File						
Jones, Kyleen		Address on File						
Jones, Marcques		Address on File						
Jones, Michael P.		Address on File						
Jones, Ozell S.		Address on File						
Jones, Romaine		Address on File						
Jones, Ryan B.		Address on File						
Jones, Savonsia		Address on File						
Jones, Sean J.		Address on File						
Jones, Stacy L.		Address on File						
Jones, TaCoria M.		Address on File						
Jones, Takiya		Address on File						
Jones, Tamara J.		Address on File						
Jones, Tikara		Address on File						
Jones, Victoria B.		Address on File						
Jones-Dupree, Miya E.		Address on File						
Jones-Sims, Kiara		Address on File						
Joor Erin Schultz dba Joorganized		Address on File						
Jordan, Catherine M.		Address on File						
Jordan, Cheyenne		Address on File						
Jordan, Gregory S.		Address on File						
Jordan, Holly T.		Address on File						
Jordan, Stephanie R.		Address on File						
Jordania Sobrado		Address on File						
JOSEPH JOSEPH		41 Madison Ave	15th Floor		New York	NY	10010	
Joseph Joseph Inc.		1539 Franklin Ave	2nd Floor		Mineola	NY	11501	
Joseph K. Keatley		Address on File						
Joseph Ventura		Address on File						
Joseph Young		Address on File						
Joseph, Adekemi F.		Address on File						
Joseph, John A.		Address on File						
Joseph, Kelly-Ann		Address on File						
Joseph, Sabrina		Address on File						
Joseph, Sony		Address on File						
Joseph, Yaasmeen		Address on File						
Josephy, Rebeca		Address on File						
Joshua Andrew Case dba Josh Case Productions		Address on File						
Joshua Goodwyn		Address on File						
Josie, Ashlyn F.		Address on File						
Joseon, Alberto Luis A.		Address on File						
Jourdan III, Earl W.		Address on File						
Jourdan, Kevin		Address on File						
Joves, Jason		Address on File						
Joy Creative Shop, LLC		5230 Del Roy Drive			Dallas	TX	75229	
JOYCE SHERMAN		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Joyce Tanpoco		Address on File						
Joyce, Melinda H.		Address on File						
JP Morgan Chase Bank, N.A.	Victoria Cordoba	8181 Communications Pkwy Bldg B, Floor 02			Plano	TX	75024	
JP Neat LLC		46 Sawgrass Ct			Las Vegas	NV	89113	
JPMorgan Chase Bank, N.A.	Andrew Ray	2200 Ross Avenue	Floor 9-TX1-2921		Dallas	TX	75201	
JPMorgan Chase Bank, N.A.	Olga Prado	10 S Dearborn St.	22nd Floor		Chicago	IL	60603	
JPMorgan Chase Bank, N.A.		10410 Highland Manor Drive, Floor 3			Tampa	FL	33610-9128	
JPMorgan Chase Bank, N.A. as Collateral Agent		1111 Fannin St	10th Floor		Houston	TX	77002	
JRM Construction Management New Jersey, LLC		390 Veterans Boulevard			Carlstadt	NJ	07072	
JTD Golf Concepts, LLC		753 Holbrooke Dr			Canton	MI	48187	
Juan Gaviria		Address on File						
JUAN SANDOVAL		Address on File						
Juarez Galeno, Eufracia		Address on File						
Juarez Herrera, Pamela J.		Address on File						
Juarez, Belen		Address on File						
Juarez, David A.		Address on File						
Juarez, Layla A.		Address on File						
Juarez, Martin		Address on File						
Juberget, Courtney		Address on File						
Juday, Rebekah		Address on File						
Judd, Kevin J.		Address on File						
Judi Cettel		Address on File						
Judith Mull		Address on File						
JUDITH ZAVASKY		Address on File						
Judy Reed		Address on File						
Judy Strawbridge		Address on File						
Judy, Kelly B.		Address on File						
Juett, Kala		Address on File						
Jukl, Ivo		Address on File						
Julen Alegria		Address on File						
Julen Alegria		Address on File						
Julia Hornung		Address on File						
Julia Hornung dba Move Over Mess Organizing		Address on File						
Julia Raz dba Golden West Organizing		Address on File						
Julian, Kiana L.		Address on File						
JULIE ANN DAO		Address on File						
Julie Han		Address on File						
JULIE LEOPARD		Address on File						
Julie Siegel DBA Clean Slate Home Organizing		Address on File						
JumpMind, Inc.		P.O. Box 2012			Westerville	OH	43086-2012	
Jungels, Matthew J.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Junior Star Enterprise CO., LTD.		5F-3, No 379, Jang Shan Rd	SanChung City		Taipei Hsien		241-58	Taiwan
JUNIOR STAR ENTS LTD.		5F-3, NO.260, SEC. 2	NEW TAIPEI BLVD.,SANCHONG DIST		NEW TAIPEI CITY		24158	Taiwan
Jurcak, Thomas R.		Address on File						
JUSTIN WAYNE BEESINGER		Address on File						
Justiniano, Aaron A.		Address on File						
K. C. Adventures, Inc.		11031 Perrin Beitel			San Antonio	TX	78217	
KA&F Group LLC		11722 Sorrento Valley Road	Suite G-1		San Diego	CA	92121	
KA&F GROUP LLC		150 S County Road 300W			Frankfort	IN	46041	
Kabbara, Ahmad		Address on File						
Kabbara, Devondrick		Address on File						
Kabeya, Jean Claude K.		Address on File						
Kabler, Gary A.		Address on File						
Kabui I, Salome W.		Address on File						
Kahsay, Eyobel		Address on File						
Kaile Zagger		Address on File						
Kainz, Katherine E.		Address on File						
Kaiser, Christopher W.		Address on File						
Kaitlyn Dane LLC		Address on File						
Kakareka, Roxanne M.		Address on File						
Kalil, Gina M.		Address on File						
Kallis, Karen K.		Address on File						
Kallman, Megan E.		Address on File						
Kallstrom, Michael A.		Address on File						
Kalokoh, Marion		Address on File						
Kamara, Memuna		Address on File						
Kamberis, Denise M.		Address on File						
Kamp, Alyson E.		Address on File						
Kampitsis, Georgia		Address on File						
Kanchustambam, Jaganmohan		Address on File						
Kanda, Deogracia K.		Address on File						
Kane Russell Coleman Logan PC	Raymond J. Kane and John M. Inabnett	901 Main St, Suite 5200			Dallas	TX	75202-3705	
Kang, Jeannie		Address on File						
Kania, Merle		Address on File						
Kannenberg, Cortney D.		Address on File						
Kansas Attorney General	Attn Bankruptcy Department	120 SW 10th Ave., 2nd Fl			Topeka	KS	66612-1597	
Kansas Department of Revenue		915 SW Harrison Street			Topeka	KS	66612-1588	
Kansas Gas Service		PO Box 219046			Kansas City	MO	64121-9046	
Kansas Gas Service		7421 W. 129th Street			Overland Park	KS	66213	
Kansas Secretary of State		120 S.W. 10th Avenue			Topeka	KS	66612	
Kansas State Treasurer	Unclaimed Property Division	900 SW Jackson Ste 201			Topeka	KS	66612-1235	
Kao, Judy		Address on File						
Kapla, Joseph		Address on File						
Kaps, Andrea L.		Address on File						
Kapsalis, Katrina		Address on File						
Karakhanova, Anna M.		Address on File						
Karcis, Zachary A.		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Karczynski, Allison		Address on File						
Kareem Elzein		Address on File						
Karen Alexander		Address on File						
Karen Brothers		Address on File						
Karen Bunting		Address on File						
Karen Conner		Address on File						
Karen Darst		Address on File						
Karen Garland		Address on File						
Karen M. Stuckey		Address on File						
Karen Montauk		Address on File						
Karen Tuey		Address on File						
KARLA BUIE		Address on File						
Karlstrand, Maria		Address on File						
Karnebeek, Astrid L.		Address on File						
Karnes, Amie L.		Address on File						
Karngbaye, Maxwell J.		Address on File						
KarSun Enterprises, Inc. DBA Parallele		150 West 28th Street, Suite 902			New York	NY	10001	
Kartheiser, Brenda S.		Address on File						
Karvas, Lydia		Address on File						
Karwoski, Donna J.		Address on File						
Kary, Hawley E.		Address on File						
KARYN MAYNARD		Address on File						
Kash Sheikh		Address on File						
Kashish Kinishbhai Gajrawala		Address on File						
Kasm Technologies Inc		1765 Greensboro Station PI Ste 900			McLean	VA	22102-3470	
Kassab, Jennifer		Address on File						
Kasten, Julia		Address on File						
Kasunga, Mathew C.		Address on File						
Kate Rumson		Address on File						
KATHERINE BOREN		Address on File						
Katherine Gendron		Address on File						
Katherine Kaufman		Address on File						
Katherine Wood		Address on File						
Kathleen B. Koentje dba Katie B. K. LLC		Address on File						
Kathleen Edell		Address on File						
Kathleen McNaught		Address on File						
Kathleen Weinhard		Address on File						
KATHRYN HENDERSON		Address on File						
Kathryn Pettey		Address on File						
Kathy Entzel		Address on File						
Kathy Mayer		Address on File						
Kathy Moran		Address on File						
Kathy Redden		Address on File						
Kathy Schwartz		Address on File						
Katie Bamberg		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
KATIE BRADEN		Address on File						
Katie Marie Monge		Address on File						
Katkic, Jason		Address on File						
Katlin Fonua		Address on File						
Katz Comm, Inc. DBA Clear Channel Radio	Katz Digital Group	12019 Collection Center Dr.			Chicago	IL	60693	
Katz Comm, Inc. DBA Clear Channel Radio		12022 Collections Centre Drive			Chicago	IL	60693	
Katz Comm, Inc. DBA Clear Channel Radio		125 West 55th Street			New York	NY	10019	
Kauber, Hannah R.		Address on File						
Kauffman, Maude		Address on File						
Kaufman, Richard		Address on File						
Kaup, Heather C.		Address on File						
Kaveh, Hossein		Address on File						
Kawahatsu, Alice W.		Address on File						
Kayaya, Marina T.		Address on File						
Kayembe, Cedrick M.		Address on File						
Kaylie Hill		Address on File						
Kaylor, Stacy		Address on File						
Kearney, Kisha		Address on File						
Kearns, Eric J.		Address on File						
Kearns, Melissa S.		Address on File						
KEECO LLC		390 Fifth Avenue	2nd Floor		New York	NY	10018	
Keeco LLC		26460 Corporate Ave, Suite 250			Hayward	CA	94545	
keeper sp. z o.o.		ul. Mokra 3	Bydgoszcz				85-870	Poland
Keegan Leuer		4511 Price Circle Rd			Nashville	TN	37205	
Keeler, Carmen R.		Address on File						
Keen, Julia		Address on File						
Keenan, MaryBeth		Address on File						
Keep Your Cadence, Inc		24 Cottage Terrace			Bedford Hills	NY	10507	
Keep Your Cadence, Inc.		530 3rd avenue 4R			Brooklyn	NY	11215	
Keep Your Cadence, Inc.		30 st marks pl	apt 3		Brooklyn	NY	11217-1912	
Keepcool USA LLC		935 Moraga Road	Suite 200		Lafayette	CA	94549	
KEEPCOOL USA LLC		25 Orinda Way	Suite 210		Orinda	CA	94563	
Keeton, Kendall		Address on File						
Keffer, Stephanie T.		Address on File						
Kegne Fongue, Oteimdiri		Address on File						
Kehinde, Akinwumi A.		Address on File						
Keisler, Lori M.		Address on File						
Keister, Tina L.		Address on File						
Keiter, Phoenix		Address on File						
Keith, Debra J.		Address on File						
Keithley, Reagan		Address on File						
Kelce Marketing, LLC		950 W. Trenton Ave., Suite 1029			Morrisville	PA	19067	
Kellen Commercial Interiors, Inc.		5104 Spanish Bay Ct.			College Station	TX	77845	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Kelley Bland		Address on File						
KELLEY SCHADT		Address on File						
Kelley, Cynthia R.		Address on File						
Kelley, Indigo S.		Address on File						
Kelley, Jacob S.		Address on File						
Kelley, Lydia S.		Address on File						
Kelley, Stephen D.		Address on File						
Kelli Crowe		Address on File						
Kelli Pastula dba Rock Your Space		Address on File						
Kelli Warren		Address on File						
Kelling, Catherine		Address on File						
Kellner, Olivia		Address on File						
Kelly Hayden		Address on File						
KELLY RAO-KATHI		Address on File						
KELLY VRTIS		Address on File						
Kelly, Alyssa		Address on File						
Kelly, Andrew		Address on File						
Kelly, Ashley M.		Address on File						
Kelly, Lexus		Address on File						
Kelly, Michael J.		Address on File						
Kelly, Michael P.		Address on File						
Kelly, Nicholas		Address on File						
Kelly, Sabina J.		Address on File						
Kelly, Shekerra N.		Address on File						
Kelly, Zachary W.		Address on File						
Kelsay, William T.		Address on File						
KELSEY PING		Address on File						
KELSEY WESTAWAY		Address on File						
Kelso, Autumn		Address on File						
KEL-TOY, INC.		41 ste 1 Dorman Ave			San Francisco	CA	94124	
Kel-Toy, Inc.		255 Barnveld Ave.			San Francisco	CA	94124	
Kem, Brian T.		Address on File						
Kemerer, Mark D.		Address on File						
KEN CARLYLE HICKS		Address on File						
KEN F CHEZ		Address on File						
Kendall, Nathaniel		Address on File						
Kendra Bonner		Address on File						
Kenia Parajon		Address on File						
Kenika Williams		Address on File						
Kennedy, Alicia		Address on File						
Kennedy, Ryan P.		Address on File						
Kennedy, Virgil		Address on File						
Kenneth Nelson		Address on File						
Kenney, Alisha		Address on File						
Kenney, Bevin		Address on File						
Kennington, David S.		Address on File						
Kent Displays, Inc.		343 Portage Blvd.			Kent	OH	44240	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Kentner, Abraham		Address on File						
Kentucky Attorney General	Attn Bankruptcy Department	700 Capitol Avenue	Capitol Building, Suite 118		Frankfort	KY	40601-3449	
Kentucky State Treasurer	Department of Revenue	501 High Street			Frankfort	KY	40601	
Kentucky State Treasurer		501 High Street			Frankfort	KY	40601	
Kentucky State Treasury	Unclaimed Property Division	1050 US Highway 127 South, Suite 100			Frankfort	KY	40601	
Kenwood Collection LLC	Attn David T. Birdsall	11501 Northlake Dr			Cincinnati	OH	45249	
Kenwood Collection LLC	Attn Vivian Knight, Associate General Counsel	11501 Northlake Drive			Cincinnati	OH	45249	
Kenwood Collection Retail LLC.	c/o Phillips Edison Strategic Invest	11501 Northlake Dr			Cincinnati	OH	45249	
Kenwood Collection Retail, LLC		11501 Northlake Drive			Cincinnati	OH	45249	
Kenwood Retail Collection LLC	Attn General Manager	5905 E. Galbraith Road	P-3 Management Office		Cincinnati	OH	45236	
Kenwood Retail Collection LLC	Attn Vice President, Legal Services	5905 E. Galbraith Road, Suite 1000			Cincinnati	OH	45236	
Kenyatta, Bounhiane M.		Address on File						
KERI DI VINCENZO		Address on File						
Kerpon, Regina		Address on File						
Kerr, Haden W.		Address on File						
Kerry Sears		Address on File						
Kershner, Bethany		Address on File						
Keter Environmental Services		PO Box 417468			Boston	MA	02241-7468	
KETER LUXEMBOURG SARL		22062 Brookfield Ct.			South Lyon	MI	48178	
KETER LUXEMBOURG SARL		Z.I. Haneboesch			Niedercorn		L-4562	Luxembourg
KETER LUXEMBOURG SARL		6435 S Scatterfield Rd.			Anderson	IN	46013	
Keter US, Inc.		PO Box 5171			Carol Stream	IL	60197-5171	
Ketu Bhasar		Address on File						
KEURIG DR PEPPER		4 Seminole Road			Canton	MA	02021	
KEURIG DR PEPPER		6425 Hall Of Fame Lane			Frisco	TX	75034	
Keurig Green Mountain, Inc.		33 Coffee Lane			Waterbury	VT	05676	
Keutmann, James		Address on File						
Kevin Fogg		Address on File						
KEVIN HUTCHINSON		Address on File						
KEVIN JACKSON		Address on File						
KEVIN MARLOW		Address on File						
Kevin Nguyen		Address on File						
Kexin Zheng		Address on File						
Key, Dolores J.		Address on File						
Key, Emily D.		Address on File						
Key, Hadley		Address on File						
Keys Sr., Michael S.		Address on File						
Keyser, Nancy		Address on File						
KG Organizational Services, LLC		7021 Doubletree Road NE			Cedar Rapids	IA	52402	
Khader, Labeba		Address on File						
Khalid, Sara		Address on File						
Khan, Raihan		Address on File						
Khattoi, Debesh K.		Address on File						
Khieu, Dien		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Khine, Laywaddi		Address on File						
Kiblinger, Ryan B.		Address on File						
Kidd, Isabel E.		Address on File						
Kiefer, Cathy		Address on File						
Kiel, Richard W.		Address on File						
KIKKERLAND DESIGN INC.		666 Broadway 4th Floor			New York	NY	10012	
Kikkerland Design, Inc.	c/o JP Morgan Chase-Lockbox Service	P.O. Box 30892			New York	NY	10087-0892	
Kiley Getz		Address on File						
Kilgore, Kathryn		Address on File						
Kilpela, Ryan A.		Address on File						
Kim Dawson Agency		1645 N Stemmons Freeway	Suite #B		Dallas	TX	75207	
Kim Hicks		Address on File						
Kim Lee		Address on File						
Kim Mason		Address on File						
Kim Williams, Lisa H.		Address on File						
Kim, Bo-yeon		Address on File						
Kim, Brandie J.		Address on File						
Kim, Chris S.		Address on File						
Kim, Hyein		Address on File						
Kim, Hyunjung		Address on File						
Kim, Joyce H.		Address on File						
Kim, Richard		Address on File						
Kim, Samuel		Address on File						
Kim, Yat Hing		Address on File						
Kimball, Emily		Address on File						
Kimball, Nicole F.		Address on File						
Kimball, Teresa M.		Address on File						
Kimberly Bruce dba Organizing Spaces by Kim		Address on File						
Kimberly Byrd		Address on File						
KIMBERLY PARSONS		Address on File						
Kimberly S Burks DBA Ramona and Ruth, Inc.		Address on File						
Kimble, Jessica M.		Address on File						
Kimpton Armory Hotel Bozeman		24 W. Mendenhall St.			Bozeman	MT	59715	
Kinard, Eden		Address on File						
Kinch, Kelly A.		Address on File						
King County Treasury		500 4th Ave #600			Seattle	WA	98104-2340	
King of Prussia Associates	Attn Sr. Vice President - Big Box Development	225 W. Washington Street			Indianapolis	IN	46204	
King of Prussia Associates		225 W. Washington Street			Indianapolis	IN	46204	
King, Ashley H.		Address on File						
King, Brailyn		Address on File						
King, Brian L.		Address on File						
King, Danielle		Address on File						
King, Devon T.		Address on File						
King, Janay		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
King, Jeremy D.		Address on File						
King, Micah		Address on File						
King, Samantha		Address on File						
King, Tamisha		Address on File						
King, Zachary E.		Address on File						
Kinsey, Kathleen A.		Address on File						
Kinsey, Shannon		Address on File						
Kinter		3333 Oak Grove Ave.			Waukegan	IL	60087	
Kintetsu World Express (USA) Inc.		Dept CH 17118			Palatine	IL	60055	
Kintzler, Sharon T.		Address on File						
Kious, Lucia		Address on File						
Kiran, Ravi		Address on File						
Kirby, Shiloh M.		Address on File						
Kirchner, Jeffery L.		Address on File						
Kirifides, Catherine S.		Address on File						
Kirk, Kristen E.		Address on File						
Kirkland, Carol A.		Address on File						
Kirschner, Katrina M.		Address on File						
Kirshner, Stephanie		Address on File						
Kirsten Fisher		Address on File						
Kirsten Fisher		Address on File						
Kirsten Fisher dba Imagine Home Organization		Address on File						
Kirsten Kopp Real Estate LLC		2900 Greenbriar			Wellington	FL	33414	
Kisbee, Joanne M.		Address on File						
Kiser, Jonathan L.		Address on File						
Kiser, Miller		Address on File						
Kison, Daniel		Address on File						
Kisovec-Hall, Katherine A.		Address on File						
Kitchen Concepts Unlimited, LLC.		18852 Beechtree Lane			Northridge	CA	91326	
Kite Realty Group		30 South Meridian Street, Suite 1100			Indianapolis	IN	46204	
Kite Realty Group Trust	Attn Legal Department	30 S. Meridian, Suite 1100			Indianapolis	IN	46204	
Kithcart, Julie N.		Address on File						
Kithcart, Mandie L.		Address on File						
Kitsch, LLC		137 N Larchmont Blvd, 641			Los Angeles	CA	90004	
Kittrell, William		Address on File						
KITTRICH CORPORATION		1585 West Mission			Pomona	CA	91766	
Kittrich Corporation		1585 W. Mission Blvd.			Pomona	CA	91766	
Kiyomi Roberts		Address on File						
Kjaer, Nathaniel		Address on File						
Klapaska, Joshua A.		Address on File						
Klausler, Taylor A.		Address on File						
Klaustermeier, Christina D.		Address on File						
Klebe, Kimberly		Address on File						
Klecka, Courtney J.		Address on File						
Kleckner, Beverly J.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Kleibert, Caitlyn		Address on File						
Klein, Autumn M.		Address on File						
Klein, Kaleb		Address on File						
Kleine, Jesse R.		Address on File						
Kleinenbroich, Victoria		Address on File						
Klena, Martin		Address on File						
Kline, Joshua C.		Address on File						
Klinkenborg, Andrew L.		Address on File						
KMMH Systems, LLC		6 Standish Circle			Canton	MA	02021	
Knaggs, Sarah E.		Address on File						
Knapp, Willis A.		Address on File						
Knecht, Evelyn D.		Address on File						
Knicl, Lauren		Address on File						
Knight, Ashley M.		Address on File						
Knight, Bailey E.		Address on File						
Knight, Jewell C.		Address on File						
Knight, Ryan N.		Address on File						
Knight, Samuel		Address on File						
Knightvest		5728 LBJ Fwy	Ste 400		Dallas	TX	75240	
Knipe, Kurt		Address on File						
KNOCK KNOCK		11111 Jefferson Blvd	#5167		Culver City	CA	90231	
Knock Knock, LLC		1633-A Electric Avenue			Venice	CA	90291	
Knoll, Ashley		Address on File						
Knopp, Keegan C.		Address on File						
KnowBe4 Inc.		PO Box 392286			Pittsburgh	PA	15251	
Knox I, Darius R.		Address on File						
Knox Sr., Kenard		Address on File						
KOALA ECO CO. USA LIMITED		2280 Frederick Douglass Blvd, #6F			New York	NY	10027	
KOALA ECO CO. USA LIMITED		72 Cameron Street			Edgecliff	NSW	2021	Australia
KOALA ECO CO. USA LIMITED		82 Court Street			Keene	NH	03431	
Koala Eco Company USA, Limited		PO Box 58			El Verano	CA	95433	
Koboo, Tornubari		Address on File						
Koc, Aleya I.		Address on File						
Kocadere, Irem		Address on File						
Kochman, John M.		Address on File						
Koczur, Przemyslaw J.		Address on File						
Kodali, Satyanarayana		Address on File						
Koehig, Erica		Address on File						
Koerner Jr., Joseph R.		Address on File						
Koeth, Virginia A.		Address on File						
Koh, Jin-Suk		Address on File						
Kohl, Ryan J.		Address on File						
Kohler, Paul S.		Address on File						
Kohout, Diane T.		Address on File						
Koishor, Kristin		Address on File						
Kolb, Sheryl A.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
KOLDER INC. DBA TALKING OUT OF TURN		1072 E US Hwy 175			Kaufman	TX	75142	
Koleosho, Samson		Address on File						
Koleva, Teodora I.		Address on File						
Koller, Michael L.		Address on File						
Kolmansberger, Bryn		Address on File						
Kolodziej, Brittany		Address on File						
Komal Bhatt		Address on File						
Kommavong, Kendra S.		Address on File						
Kone Inc.	KONE Pasadena	PO Box 102425			Pasadena	CA	91189	
Konecny, Maribeth M.		Address on File						
Konica Minolta		Address on File						
KonMari Media, Inc.		1 South Station	Suite 400		Boston	MA	02110	
Koons, Timothy E.		Address on File						
Koontz, Kathryn		Address on File						
Kopniske, Sarah		Address on File						
Kopti, Rashida		Address on File						
Kopti, Tameem J.		Address on File						
Korbut, Kathleen C.		Address on File						
Korda, Kathryn		Address on File						
Koren, Carson		Address on File						
Korenek, David W.		Address on File						
Korn Ferry (US)		NW 5854	PO Box 1450		Minneapolis	MN	55485-5854	
Korstian, Jennifer M.		Address on File						
Korsun, Michael		Address on File						
Kortendick, Susan		Address on File						
Kosta, Ashley		Address on File						
Kostadinovich, Kenneth A.		Address on File						
Koszela, Carol E.		Address on File						
Kothari, Abhisar		Address on File						
Kourtni Munoz		Address on File						
Kowalec, Kaitlin M.		Address on File						
Kowalski, Donald J.		Address on File						
KP IV NAVY, LLC DBA Annapolis Mall		1301 Solana Blvd, Bld. 2 Ste 2300			Westlake	TX	76262	
Kreichauf, David R.		Address on File						
Kreidler, Robert D.		Address on File						
Kremi, Matthew		Address on File						
Kreta, Laura		Address on File						
Kretzinger, YiHsin Cindy		Address on File						
KRG Ashburn Loudoun LLC	Legal Department	c/o Kite Realty Group	30 S. Meridian, Ste1100		Indianapolis	IN	46204	
KRG Ashburn Loudoun, LLC		20365 Exchange Street, Suite 211			Ashburn	VA	20147	
KRG Dallas Lincoln Park, LLC	Attn Legal Department	c/o Kite Realty Group	30 S. Meridian St, Ste 1100		Indianapolis	IN	46204	
KRG Dallas Lincoln Park, LLC		30 South Meridian Street	Suite 1100		Indianapolis	IN	46204	
KRG Downtown Crown, LLC	Vice President - Property Operations	Kite Realty Group	30 S. Meridian St, Ste 1100		Indianapolis	IN	46204	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
KRG Gaithersburg Downtown Crown, LLC		30 S Meridian St Ste 1100			Indianapolis	IN	46204	
KRG Rivers Edge, LLC	Attn Property Management	30 S. Meridian, Suite 1100			Indianapolis	IN	46204	
KRG Rivers Edge, LLC	KRG Chapel Hill Shopping Center, LLC	PO Box 847952			Dallas	TX	75284	
KRG Rivers Edge, LLC		33251 Collections Center Drive			Chicago	IL	60693	
KRG Town Square Ventures, LLC	Legal Department	c/o Kite Realty Group	30 S. Meridian St, Ste 1100		Indianapolis	IN	46204	
KRG Town Square Ventures, LLC		30 South Meridian Street	Suite 1100		Indianapolis	IN	46204	
KRG Vienna Tysons, LLC		30 S. Meridian St.	Suite 1100		Indianapolis	IN	46204	
Krieg, Kerri R.		Address on File						
Krier, Ashley A.		Address on File						
Kris Saint		Address on File						
Kristen Palmer		Address on File						
Kristen Reformato		Address on File						
Kristian Dunning		Address on File						
KRISTIN MILLER		Address on File						
Kristin Van Dusen dba Design+Conquer LLC		Address on File						
KRISTINA CASSARA		Address on File						
Kristina Huffman		Address on File						
Kristina Z. Cruse		Address on File						
Krisztina Galambos		Address on File						
Krizek, Robert A.		Address on File						
Kroll Associates, Inc.		PO Box 847509			Dallas	TX	75284	
Kroll, LLC		55 East 52nd Street	17th Floor		New York	NY	10055	
Kronos Incorporated		PO Box 845748			Boston	MA	02284-5748	
Kroy dba Buckeye Business Products		PO Box 392340			Cleveland	OH	44193	
Kruck, Kerry L.		Address on File						
Krueger, Ava		Address on File						
Krueger, Kevin A.		Address on File						
Krueger, Lydia R.		Address on File						
Krug, Jeffrey R.		Address on File						
Krug, Patricia		Address on File						
Krupa Patel		Address on File						
Krupiensi, Emily		Address on File						
Kruszka, Benjamin P.		Address on File						
Krylova, Galina		Address on File						
KSU Career Center		705 N Martin Luther King Jr Dr			Manhattan	KS	66506	
KTW PRODUCTS		6303 E Cedarbrooks Rd.			Orange	CA	92867	
KTW Products Inc.		6303 E. Cedarbrooks Rd			Orange	CA	92867	
Kuenn, Rebecca A.		Address on File						
Kueper, Brandon T.		Address on File						
Kuhn, Alexander M.		Address on File						
Kuhn, Elizabeth		Address on File						
Kulczycki, Shaina		Address on File						
Kummer, Ashley		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Kummer, Scott R.		Address on File						
Kuntz, Stephen		Address on File						
Kuo, Jason J.		Address on File						
Kuo, Kelly		Address on File						
Kupershmidt, Emma		Address on File						
Kuramura, Candace C.		Address on File						
Kurth, Bailey		Address on File						
Kurtz, Allison R.		Address on File						
Kurtz, Haylee N.		Address on File						
Kushmider, Kristin D.		Address on File						
Kusuma, Jacinta A.		Address on File						
Kuykendall, Jacee D.		Address on File						
Kwarteng, Eric O.		Address on File						
Kwaw-Mensah, Davina		Address on File						
Kyle Kermick		Address on File						
Kyles, Malik A.		Address on File						
Kym Cooper		Address on File						
Kynlee Hubbard		Address on File						
KYRA COMPINSKY		Address on File						
L & F PLASTICS CO LTD.		7F-1, No. 715, Taiwan Blvd. Sec. 2,			Taichung		40758	Taiwan
L AND F Plastics Co., Ltd		No.38, Keji 1st Rd., Guishan Township			Taoyuan County		333	Taiwan
L Girsch LLC		N36 W7575 Buchanan Court			Cedarburg	WI	53012	
L&L CANDLE COMPANY, LLC		621 LUNAR AVE			BREA	CA	92821-3113	
L. C. Industries, LLC		Dept.#10120	P.O. Box 87618		Chicago	IL	60680-0618	
L.A. County Agric. Comm./Wts. + Meas.		Agricultural Comm./Weights and Measures	11012 Garfield Avenue		South Gate	CA	90280	
L.A. County Agric. Comm./Wts. + Meas.		P.O. Box 512399			Los Angeles	CA	90051-0399	
L.A. County Agric. Comm./Wts. + Meas.		P.O. Box 54949			Los Angeles	CA	90054-5409	
L10 Brand SRL		VIA PADANA SUPERIORE 72D			MAZZANO/ BRESCIA		25080	Italy
L10 BRAND SRL		VIA ALESSANDRO LUZZAGO	5		Brescia	BS	25126	Italy
L10 SRL		VIA PADANA SUPERIORE 72D			MAZZANO/ BRESCIA		25080	Italy
La Place Shopping Center, LLC	Attn General Manager	2101 Richmond Road			Beachwood	OH	44122	
La Place Shopping Center, LLC	Attn Law/Lease Administration	c/o General Growth Properties, Inc.	110 North Wacker Drive		Chicago	IL	60606	
La Rosa, Nicole		Address on File						
La Rue, Matilda J.		Address on File						
La Vassaur, Shane M.		Address on File						
LaBouff, Brian		Address on File						
Laboy, Lucas		Address on File						
LaCasse, Morgan D.		Address on File						
Lacey Jr., Jerome		Address on File						
Lackey, Tracy J.		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Ladak, Alia Marie A.		Address on File						
Ladd, Erica		Address on File						
Ladd, Jason		Address on File						
Ladlee, Tyrone M.		Address on File						
LADY JAYNE LTD.		6025 Slauson Ave			Culver City	CA	90230	
Lafayette Parish School Board		PO Box 52706			Lafayette	LA	70505	
LAFCO Enterprises Inc.		23 East 4th Street	7th Floor		New York	NY	10003	
LAFCO NEW YORK		23 E 4th St	FL 7		New York	NY	10003	
Lafourche Parish School Board		P.O. Box 54585			New Orleans	LA	70154	
LaGiorgia, Pina E.		Address on File						
Lahoti, Abhilasha		Address on File						
Laing, Rachel C.		Address on File						
Lair, Kevin		Address on File						
LAK Design, LLC		32731 Albion Drive			Avon Lake	OH	44012	
Lake, Sheri L.		Address on File						
Lalonde, Kipling		Address on File						
Lam, Evan		Address on File						
Lamar Companies		P.O. Box 746966			Atlanta	GA	30374-6966	
Lambaren, Hilario		Address on File						
Lambert, Faith		Address on File						
Lambert, Marechalnelle H.		Address on File						
Lambeth, Michael O.		Address on File						
Lameira, Aidan		Address on File						
Lameira, Diana		Address on File						
Laminart Inc		LBX 619724	PO Box 6197		Chicago	IL	60680-6197	
LAMINATE TECHNOLOGIES		161 Maule Road			Tiffin	OH	44883	
Laminate Technologies Inc.		161 Maule Rd			Tiffin	OH	44883	
LAMINET COVER COMPANY		4900 Bloomingdale			Chicago	IL	60639	
Laminet Cover Company		4900 West Bloomingdale			Chicago	IL	60639-4562	
Lamoreaux, Michelle A.		Address on File						
LaMotte, Dwayne G.		Address on File						
LaMotte, Jamie M.		Address on File						
Lamour, Jessica L.		Address on File						
Lampkin Jr., Ronnie		Address on File						
Lamson, Michele A.		Address on File						
Lancaster, Nicole		Address on File						
Landa, Jose M.		Address on File						
Landaeta Pina, Yissel		Address on File						
Landes, John M.		Address on File						
Landfried, Amanda R.		Address on File						
Landing at Double Creek - Operating		750 Bering Drive	Suite 300		Houston	TX	77057	
Landis, Elaine M.		Address on File						
Landis, Heather N.		Address on File						
Landor & Fitch LLC		110 Shillito Place			Cincinnati	OH	45202	
Landowski, Trisha D.		Address on File						
Lane, Sarahnn S.		Address on File						
Lang, Erica L.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Lang, Shannon M.		Address on File						
Lange, Colleen R.		Address on File						
Langer, Corinne		Address on File						
Langham, Linda K.		Address on File						
Langham, Logan		Address on File						
Langit, Archie		Address on File						
Langpaul, Margaret K.		Address on File						
Langston, Carol S.		Address on File						
Langston, Renee M.		Address on File						
Lanigan, Karen E.		Address on File						
Lanna Davis		Address on File						
Lanning, Rowan		Address on File						
Lansil, Susan M.		Address on File						
LaPaix, Jessica M.		Address on File						
LaPlante, Juliette L.		Address on File						
Lapsiwala, Arhan		Address on File						
Lara, Christine J.		Address on File						
Lara, Estela		Address on File						
Lara, Kenneth H.		Address on File						
Lara, Melissa		Address on File						
Lara, Raquel		Address on File						
Larash, Sarah		Address on File						
Laresgoiti, Mateo		Address on File						
Larin, Brenda E.		Address on File						
Larisa Bright		Address on File						
Lark, Ashanti S.		Address on File						
Larkin, Matthew T.		Address on File						
Larkins Jr., Donte J.		Address on File						
LaRoche, Phillip D.		Address on File						
LARQ, Inc.		1900 South Norfolk Street, Suite 350			San Mateo	CA	94403	
Larry Anderson		Address on File						
Larson Rivera, Katherine M.		Address on File						
Larson, Braydin S.		Address on File						
Larson, Jennifer C.		Address on File						
Larson, Monica D.		Address on File						
Larson, Sarah L.		Address on File						
LaRue, Samantha B.		Address on File						
Larza, Tiffany L.		Address on File						
LaSalle Parish Sales Tax Fund		PO Box 190			Vidalia	LA	71373	
LaSalle Tools, Inc. dba Character		321 N Loomis Street			Chicago	IL	60607	
Laser Printer Services		P.O. Box 701323			Dallas	TX	75370-1323	
Lashine, Nick A.		Address on File						
Laskey, Michelle		Address on File						
Lassig, Artemis R.		Address on File						
Lassiter, Brittany		Address on File						
Latib, Akram		Address on File						
Latimore, Darian		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Lattimore, Jaelen D.		Address on File						
Lauck, Rebekah		Address on File						
Laughlin, Sean		Address on File						
Laughlin, Sean A.		Address on File						
Laumen, Diane S.		Address on File						
Laura DeFlaco LLC		720 Muirhead Court			Naperville	IL	60565	
Laura Harmon		Address on File						
Laura Pope		Address on File						
LAURA SIMS		Address on File						
LAURA YUND		Address on File						
LAUREN BOLIVAR		Address on File						
LAUREN DUMAS		Address on File						
Lauren Dupuis		Address on File						
Lauren McGraw Combs	dba Lauren Combs, LLC	Address on File						
Lauren Rosenthal		Address on File						
Lauren Sadlon		Address on File						
Laurent, Morgan		Address on File						
Lautenschlager, Naea N.		Address on File						
Lauzon, Dominic S.		Address on File						
LAVANT COLLECTIVE		4786 1st Ave S ste 102			seattle	WA	98134	
LAVANT COLLECTIVE		22 South Idaho			Seattle	WA	98134	
LAVANT Collective LLC		430 15th Ave E			Seattle	WA	98112	
LaVassaur, Victoria R.		Address on File						
Lavi Industries Inc.		27810 Avenue Hopkins			Valencia	CA	91355	
Lavi, Sara N.		Address on File						
LaVigne, Marie		Address on File						
Lavine, Andria		Address on File						
Law, Alecia		Address on File						
Lawrence, Jonah Chinedum I.		Address on File						
Lawrence, Misty		Address on File						
Lawrence, Nyjah T.		Address on File						
Lawrence, Shannon		Address on File						
Lawrence, Timothy P.		Address on File						
Lawrie, Brian G.		Address on File						
Lawson, Elijah S.		Address on File						
Lawson, Michael J.		Address on File						
Laya, Guillermo E.		Address on File						
Layne, Lashan L.		Address on File						
LAZ Parking Chicago, LLC		32445 Collection Center Drive			Chicago	IL	60693	
Lazaroski, Ellen S.		Address on File						
Lazo, Brenda L.		Address on File						
Lazo-Contreras, Melissa		Address on File						
LC Designs Company Limited	Kevin Pestell	Unit 807 8/F Kwong Loong Tai Building	1016-1018 Tai Nan West Street		Kowloon			Hong Kong
LC DESIGNS COMPANY LTD		London House, Sheldon Way,	Larkfield	Aylesford	Kent		ME20 6SE	United Kingdom
Le Tran		Address on File						
Le, Tony D.		Address on File						
Le, Victor		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Leach, Megan		Address on File						
Leadership Worth Following, LLC		5605 N. MacArthur Blvd.	Ste. 760		Irving	TX	75038	
Leadingham, Steven M.		Address on File						
Leal, Anthony C.		Address on File						
Leary, Donald W.		Address on File						
Leary, Jasmond J.		Address on File						
Leasure III, Claude I.		Address on File						
Leavitt, Kaitlyn		Address on File						
Leblanc, Allyee A.		Address on File						
LeBlanc, Arnel C.		Address on File						
LeCompt, Sara		Address on File						
Lederer, Britt A.		Address on File						
Lee Jr., Nikolas V.		Address on File						
Lee Paragas		Address on File						
Lee T Ferguson DBA WrapMaster		Address on File						
Lee, Brandon		Address on File						
Lee, Byeong Min		Address on File						
Lee, Camerin		Address on File						
Lee, Dabbie		Address on File						
Lee, Daniel		Address on File						
Lee, Dina		Address on File						
Lee, Elliot		Address on File						
Lee, Frank G.		Address on File						
Lee, Jade S.		Address on File						
Lee, Jalen		Address on File						
Lee, Jeayoung A.		Address on File						
Lee, Joshua		Address on File						
Lee, Justin		Address on File						
Lee, Katherine A.		Address on File						
Lee, Kelsey S.		Address on File						
Lee, Kyree L.		Address on File						
Lee, Mikayl		Address on File						
Lee, Nathan		Address on File						
Lee, Ora D.		Address on File						
Lee, Renetta K.		Address on File						
Lee, Sandy S.		Address on File						
Leesley, Benjamin C.		Address on File						
Leffler, David T.		Address on File						
Lefkowitz, Theresa		Address on File						
Leflet, Lindsey A.		Address on File						
Legg, Michael H.		Address on File						
Lehman, Julie M.		Address on File						
Lehman, Maria		Address on File						
Lehman, Pamela D.		Address on File						
Lei Suth		Address on File						
Lei, Jie		Address on File						
Leibrandt, Jenifer		Address on File						
Leichter, Haley M.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Leichty, Hayden		Address on File						
Leight, Cheryl		Address on File						
Leisure, Austin R.		Address on File						
Leitgen, Alyssa		Address on File						
LeMay, James S.		Address on File						
Lemoine, Sasha		Address on File						
Lemon, Michelle		Address on File						
Lemus, Genesis		Address on File						
Lemus, Jamie		Address on File						
Lenhoff, Anthony B.		Address on File						
Lennartz, Michael J.		Address on File						
Lenovo (United States) Inc.		P.O. Box 643055			Pittsburgh	PA	15264-3055	
Lentini, Maria C.		Address on File						
Lentz, Andrea K.		Address on File						
Lenz, Daniel		Address on File						
Leo Zea		Address on File						
Leo, Clara H.		Address on File						
Leonard, Andrew R.		Address on File						
Leonard, Darriel D.		Address on File						
Leonard, Kyleigh		Address on File						
Leonard, Lisa A.		Address on File						
Leonard, Mari F.		Address on File						
Leonard, Tymera N.		Address on File						
Leonar-Sullivan, Leila K.		Address on File						
Leonel, Njeuncheu		Address on File						
Leonhardt, Jeremy S.		Address on File						
Leonhardt, Riley		Address on File						
Leonidas, Keysha		Address on File						
Leonor Gallegos		Address on File						
Lepulu, Nathan P.		Address on File						
Lere, Cheyenne L.		Address on File						
Lerner, David		Address on File						
Lesley St. Denis Drane		Address on File						
Leslie Marshall		Address on File						
Leslie Rather		Address on File						
LESLY TULLO		Address on File						
Lets Gel, Inc dba GelPro		100 E WhiteStone Blvd Ste 148	Box 281		Cedar Park	TX	78613	
Lets Paint LLC		3400 SW 27th Apt 307			Miami	FL	33133	
Leung, Bilqis		Address on File						
Leung, Maya		Address on File						
Leuterio, Leselle		Address on File						
Leveille, Racquel		Address on File						
Level 10, LLC		PO Box 88496			Chicago	IL	60680-1496	
Level 3 Communications LLC		1025 Eldorado Boulevard			Broomfield	CO	80021	
Level 3 Communications LLC		PO BOX 910182			DENVER	CO	80291-0182	
Level Handy Works, LLC		5085 Easley Road			Golden	CO	80403	
Levenson, Lauren		Address on File						
Levine Investments II, LLLP	c/o Pacifica Retail	2801 E. Camelback Rd	Suite 450		Phoenix	AZ	85016	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Levine Investments Limited Partnership		2801 E. Camelback Road	Suite 450		Phoenix	AZ	85016	
Levine Investments, LP	William S. Levine	c/o Pacifica Retail	2801 E. Camelback Rd		Phoenix	AZ	85016	
Levine, Michael and Susan	Susan Levine Chief Executive Officer	Career Group Companies	10100 Santa Monica Blvd., Suite 900		Los Angeles	CA	90067	
Levine, Michael and Susan	William Meyers, Esq.	Hill, Farrer & Burrill LLP	One California Plaza	300 S. Grand Avenue, 37th Floor	Los Angeles	CA	90071	
Levy - Charlton, Maxine A.		Address on File						
Levy, Jennifer		Address on File						
Levy, Lynn		Address on File						
Levy, Shara B.		Address on File						
Lewis II, Kenneth J.		Address on File						
Lewis, Artlyn		Address on File						
Lewis, Ashley		Address on File						
Lewis, Dantrevious		Address on File						
Lewis, Diondre		Address on File						
Lewis, Erin E.		Address on File						
Lewis, Gary		Address on File						
Lewis, Jesse J.		Address on File						
Lewis, Michael L.		Address on File						
Lewis, Tatiana		Address on File						
Lewis, Tracy V.		Address on File						
Lewis-Escoto, Angel L.		Address on File						
Leyba, Monnica L.		Address on File						
Leyla Chong		Address on File						
Leyva, Thomas		Address on File						
Lezlie Reed		Address on File						
Libbey Glass		Address on File						
LIBBEY INC.		300 Madison Ave.			Toledo	OH	43604	
Liberty Utilities - NH		116 North Main Street			Concord	NH	03301	
Liberty Utilities - NH		75 Remittance Dr			Chicago	IL	60675-1032	
Licata, Patricia		Address on File						
Lidia Brown		Address on File						
Liebe, Margaret		Address on File						
Liebrock, Mary		Address on File						
Life Bridge Health		5400 Preakness Way			Baltimore	MD	21215-5880	
Life Insurance Company of North America		PO Box 782447			Philadelphia	PA	19178	
LIFE SAFETY PRODUCTS B.V.		1005 N. Commons Drive			Aurora	IL	60504	
Life Safety Products B.V.		Werner von Siemensstraat	22 NL-2712 PP		Zoetermeer	ZH	2351 GH	Netherlands
LIFE SAFETY PRODUCTS B.V.		Werner von Siemensstraat 22			Zoetermeer	ZH	2351 GH	Netherlands
LIFELINE FIRST AID LLC		6550 SW McEwan Rd			Lake Oswego	OR	97035	
LIFELINE FIRST AID LLC		6710 SW McEwan Rd			Lake Oswego	OR	97035	
Lifeline First Aid LLC		26200 SW 95th Ave	#302		Wilsonville	OR	97070	
LIFELINES		PO BOX 5220			Westport	CT	06881	
LifeSafety Management, Inc.		2017 Corprate Dr			Boynton Beach	FL	33426	
Lifestyle Systems		12881 Western Ave	Unit A		Garden Grove	CA	92841	
LIFETIME BRANDS		1000 Stewart Ave.			Garden City	NY	11530	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
LIFETIME BRANDS		204 Highland Meadow Circle			Coppell	TX	75019	
Lifetime Brands, Inc.		Dept CH 17745			Palatine	IL	60055-7745	
Lifshaz, Matthew		Address on File						
Ligator, Nathan		Address on File						
Lige, Jackie A.		Address on File						
Liggins, Jakeara		Address on File						
Light, Jennifer		Address on File						
Lighthouse Publications Inc/Leuchtturm1917		274 Washington Ave			Hackensack	NJ	07601	
Lightner, Onel C.		Address on File						
Lightstat, Inc.		22 W. West Hill Road			Barkhamsted	CT	06063	
Lightswitch Content Solutions LLC		528 Pennsylvania Ave #550			Glen Ellyn	IL	60137	
Lilek, Katherine E.		Address on File						
Lilley, Alexie N.		Address on File						
LILLIAN MARTINEZ		Address on File						
Lillianthal, Robin		Address on File						
Lilly Brush Co.		6750 S. Lima St. #200			Englewood	CO	80112	
LILLY BRUSH CO., LLC		7450 E. Jewell Ave.	Unit E		Denver	CO	80231	
Lim Andrade, Esmeralda		Address on File						
Limoli, Giovanna R.		Address on File						
Limon Duque, Michael A.		Address on File						
Linares, Kaylee		Address on File						
Lincoln Parish		Address on File						
Lincoln Square Merchants Association		575 Bellevue Square			Bellevue	WA	98004	
Lincoln Square Retail, LLC	Attn Craig Shrontz	Perkins Coie LLP	10885 NE Fourth Street, Suite 700		Bellevue	WA	98004	
Lincoln Square Retail, LLC	Katie Kirkness	c/o Kemper Development Company	PO Box 908		Bellevue	WA	98009	
Lincoln Square Retail, LLC		P.O. Box 908			Bellevue	WA	98009	
Lincoln Square Retail, LLC		575 Bellevue Square			Bellevue	WA	98004	
Lincoln, Kevin D.		Address on File						
Lind, Marion S.		Address on File						
LINDA BOBER		Address on File						
LINDA CURRIE MILLIS		Address on File						
Linda D Andrews		Address on File						
Linda Goldenberg		Address on File						
Linda Holt Creative		Address on File						
LINDA L OBRIEN		Address on File						
Lindenberg, Jared W.		Address on File						
Lindenmeyr Munroe		Address on File						
Lindsay Erin Cleveland		Address on File						
Lindsay Plum		Address on File						
Lindsay Salazar Photography		Address on File						
Lindsay, Sarah C.		Address on File						
Lindsey Escalera		Address on File						
Lindsey, Roderick		Address on File						
Lindsey, Shannon E.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Line, John S.		Address on File						
Linepense, Caitlin M.		Address on File						
Link, Evelyn Z.		Address on File						
LinkedIn Corporation		62228 Collections Center Drive			Chicago	IL	60693-0622	
Linn II, Ronald J.		Address on File						
LINNEACO		839 W. Carmel Drive			CARMEL	IN	46032	
Linneas Lights, LLC		839 W. Carmel Dr.			Carmel	IN	46032	
Lint, Brian B.		Address on File						
Lint, Duncan A.		Address on File						
Linton, Linda J.		Address on File						
Linwood, Aubrey		Address on File						
Lipkins, Chantel		Address on File						
Lipsey, Bohne L.		Address on File						
Lira, Laurencio		Address on File						
Lisa Anderson		Address on File						
lisa arellano		Address on File						
LISA BETH DAVIS-BERMAN		Address on File						
Lisa Blizzard		Address on File						
Lisa Chen		Address on File						
Lisa Hise		Address on File						
Lisa Jackson		Address on File						
Lisa K Klinger		Address on File						
LISA KALB		Address on File						
Lisa Kaplan		Address on File						
Lisa Koch		Address on File						
Lisa Leggett		Address on File						
LISA MANIOLA		Address on File						
LISA MOTAMED		Address on File						
Lisa Mullings dba Design Inspiration		Address on File						
Lisa Mullings dba Design Inspiration		Address on File						
Lisa Rivera		Address on File						
Lisa Silverman		Address on File						
LISA TARDO		Address on File						
Lisanti, MaryAnn		Address on File						
Lisinski, Andersen		Address on File						
Lister, Byron M.		Address on File						
Lita, Donna B.		Address on File						
Litmus Software, Inc.		675 Massachusetts Ave			Cambridge	MA	02139	
Litmus7 Systems Consulting Inc		50 California St. Suite 1500			San Francisco	CA	94111	
Litmus7 Systems Consulting PVT Ltd		#208 and 209, 2nd Floor Sck 01	Smartcity SEZ, Infopark P.O		Ernakulam		682042	India
Litsey, Campbell F.		Address on File						
Littaua, Raymond		Address on File						
Littlefield, Bonnie M.		Address on File						
Littlejohn, Georgia R.		Address on File						
Littler Mendelson PC		333 Bush Street	34th Floor		San Francisco	CA	94101	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Littman, Billye		Address on File						
Litz, Jennifer L.		Address on File						
Livesey, Austen J.		Address on File						
Livingston Parish School Board		P.O. Box 1030			Livingston	LA	70754-1030	
Livingston, Dominique		Address on File						
Liz Steele		Address on File						
Lizama, Yecica		Address on File						
Lizarazo, Isabella		Address on File						
Lizette Vergara		Address on File						
Llarinas, Nicole		Address on File						
Lloyd, Shatera		Address on File						
Lloyd, Sheila C.		Address on File						
Lloyds America Inc.		25 West 53rd Street, 14th Floor			New York	NY	10019	
Lloyds America, Inc.	Attn Legal Department	280 Park Avenue, East Tower, 25th Floor			New York	NY	10017	
Lloyds of London		One Lime Street			London		EC3M 7HA	United Kingdom
LMS Creative Solutions LLC		811 Chicago Avenue	Unit 505		Evanston	IL	60202	
Lo Verde, Victoria J.		Address on File						
Lo, Anaya		Address on File						
Lobb Noe, Erin D.		Address on File						
Locality Streaming, LLC		PO Box 934195			Atlanta	GA	31193	
Lockett, Jakel		Address on File						
Lockett, Shanika		Address on File						
Locklear, Bernie S.		Address on File						
Lockwood, Brittany		Address on File						
LOCTEK ERGONOMICS VIETNAM CO LTD		LOT 56C, 57 LONG GIANG INDUSTRIAL PARK,	TAN LAP 1 COMMUNE, TAN PHUOC DISTRICT,		Tien Giang Province		315100	Vietnam
LOCTEK ERGONOMICS VIETNAM COMPANY LIMITED		Floor 16,Jindong Building	No.536,Xueshi Road,Shounan St.	NINGBO	ZHEJIANG		315192	China
LOCTEK ERGONOMICS VIETNAM COMPANY LIMITED		Floor 18,Jindong Building	No.536,Xueshi Road,Shounan St.	NINGBO	ZHEJIANG		315192	China
Loeffler, Carrie B.		Address on File						
Loehrer, Abigail I.		Address on File						
Loera, Anthony		Address on File						
Loera, Diane M.		Address on File						
Lofgren, Nia P.		Address on File						
Loftware, Inc.		249 Corporate Drive			Portsmouth	NH	03801	
Logan Hefflefinger		Address on File						
Logan IV, John T.		Address on File						
Logan, Mikayla		Address on File						
LogicMonitor, Inc.		LogicMonitor, Inc. Dept. LA 24200			Pasadena	CA	91185	
Logsdon, Heather D.		Address on File						
Logue, Penelope C.		Address on File						
Lois Chistman		Address on File						
Lokhai, Ana M.		Address on File						
LOLITA TORO		Address on File						
Lomax, Alita M.		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Lomax, Mark		Address on File						
Lombard, Nora E.		Address on File						
Lomeli, Jose A.		Address on File						
London Jr., Lecester D.		Address on File						
London, Bryttney A.		Address on File						
Long Island Lighting Company d/b/a Lipa		333 Earle Ovington Blvd. 4th Floor			Uniondale	NY	11553	
Long Range Solutions, LLC		9525 Forest View Street			Dallas	TX	75243	
Long, Amy M.		Address on File						
Long, Benjamin W.		Address on File						
Long, Brianna N.		Address on File						
Long, Cheyenne D.		Address on File						
Long, Kathleen L.		Address on File						
Long, Kelsey N.		Address on File						
Long, Macy A.		Address on File						
Long, Robin		Address on File						
Long, Sulena O.		Address on File						
Longman, Eli		Address on File						
Longsdorf, Monica S.		Address on File						
Lonsway, Samantha		Address on File						
Loo, Ryan		Address on File						
Loo, Yvonne D.		Address on File						
Looney, Amanda M.		Address on File						
Loop, John J.		Address on File						
Lopardo, Theodore V.		Address on File						
Lope Handel A/S		Udlejreuej 31			Olstykke		3650	Denmark
Lopez Baltodano, Marjurie I.		Address on File						
Lopez Ignacio, Diana I.		Address on File						
Lopez III, Max M.		Address on File						
Lopez Perez, Juan A.		Address on File						
Lopez Vasquez, Melissa A.		Address on File						
Lopez, Alyssa		Address on File						
Lopez, Andrew M.		Address on File						
Lopez, Bianca R.		Address on File						
Lopez, Catherine M.		Address on File						
Lopez, Christian		Address on File						
Lopez, Christian		Address on File						
Lopez, Christopher R.		Address on File						
Lopez, Crystal		Address on File						
Lopez, Daniel		Address on File						
Lopez, Daniela		Address on File						
Lopez, Eric R.		Address on File						
Lopez, Grace		Address on File						
Lopez, Gustavo		Address on File						
Lopez, Ivan		Address on File						
Lopez, Jacqueline		Address on File						
Lopez, Jacqueline		Address on File						
Lopez, Jade		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Lopez, Jovan		Address on File						
Lopez, Juan P.		Address on File						
Lopez, Julisa B.		Address on File						
Lopez, June		Address on File						
Lopez, Kassandra		Address on File						
Lopez, Luisa C.		Address on File						
Lopez, Maria		Address on File						
Lopez, Marielena		Address on File						
Lopez, Richard		Address on File						
Lopez, Rosa A.		Address on File						
Lopez, Salvador L.		Address on File						
Lopez, Tiffany		Address on File						
Lopez, William		Address on File						
Lopez-Lima Levi, Arielle		Address on File						
LoPorto, Danielle		Address on File						
Lorenzo, Giovanna		Address on File						
Lorey, Carolyn S.		Address on File						
Lori Andersen		Address on File						
Lori George		Address on File						
Lori Myers		Address on File						
Lorraine Feldhausen		Address on File						
Lorraine Mullikin		Address on File						
Los Angeles City Fire Department	City of Los Angeles Fire Dept.- C.U.P.A.	P.O. Box 102661			Pasadena	CA	91189	
Los Angeles County Dept of Public Health		Agric Commr/WTS & Measures	P.O. BOX 54949		Los Angeles	CA	90054	
Los Angeles County Dept of Public Health		PO Box 54978			Los Angeles	CA	90054-0978	
Los Angeles County Tax Collector	Department of Agricultural Commissioner	P.O. Box 54949			Los Angeles	CA	90054	
Los Angeles County Tax Collector		225 North Hill Street Room 122	PO Box 514818		Los Angeles	CA	90051	
Los Angeles County Tax Collector		P.O. Box 54027			Los Angeles	CA	90054-0027	
Los Angeles Dept of Water & Power		P.O. Box 30808			Los Angeles	CA	90030-0808	
Los Angeles Dept of Water & Power		111 N. Hope Street			Los Angeles	CA	90012	
Los Angeles Times Direct		2300 E. Imprial Hwy			El Segundo	CA	90245	
Lotfi, Leela		Address on File						
Lou, Dahlia		Address on File						
Lough, Miranda		Address on File						
Loughran, Shaun M.		Address on File						
Louie, Judy		Address on File						
Louis Thompson, Rebecca M.		Address on File						
Louis XVI, Frantz		Address on File						
Louisa M. LLC dba Neat Method		Address on File						
Louisiana Attorney General	Attn Bankruptcy Department	PO Box Box 94005			Baton Rouge	LA	70804	
Louisiana Department of Revenue		PO Box 3138			Baton Rouge	LA	70821	
LOURDES ELIZABETH HERRERA		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Lovan Industries, Inc.		P.O. Box 35931			Dallas	TX	75235	
Love & Renovations		249 Earl Keen St.			Leander	TX	78641	
LOVE Reusable Bags, Inc.		1599 Superior Avenue	#A-5		Costa Mesa	CA	92627	
Love, Amy L.		Address on File						
Lovelace, Lakeshia S.		Address on File						
Lover, Michele J.		Address on File						
Lovin-Flores, Shana N.		Address on File						
Lovinggood, Lynn K.		Address on File						
Lowe, Curtis		Address on File						
Lowe, Fred T.		Address on File						
Lowery, Joshua L.		Address on File						
Lowery, Patrick		Address on File						
Loy, Charles D.		Address on File						
Loy, Stephanie		Address on File						
Lozada Keenum, Julio C.		Address on File						
Lozano, Hugo		Address on File						
Lozano, John L.		Address on File						
Lozano, Lisa		Address on File						
Lozano, Luke J.		Address on File						
Lozano, Martin		Address on File						
Lozano, Patrisia A.		Address on File						
LRC Northway Mall Acquisitions LLC	Attn Frank Licata	1585 Frederick Blvd			Akron	OH	44320	
LRC Northway Mall Acquisitions LLC	Daniel Daniluk, LLC	Dan Daniluk, Esq.	1129 Niles-Cortland Road, SE		Warren	OH	44484	
LRC Northway Mall Acquisitions LLC		PO Box 76314			Baltimore	MD	21275-6314	
LSREF6 Legacy LLC Registered Series C		3200N. Military Trail	4th Floor		Boca Raton	FL	33431	
LSREF6 Legacy, LLC	Nancy San Pedro	6688 N. Central Expressway, Ste 1600			Dallas	TX	75206	
LSREF6 Legacy, LLC		6688 N. Central Expressway, Ste 1600			Dallas	TX	75206	
LTIMindtree Limited		2035 Lincoln Highway Ste 3000			Edison	NJ	08817	
Lu, Kung A.		Address on File						
Luca Aceto		Address on File						
Lucas Systems Inc		11279 Perry Highway	Suite #400		Wexford	PA	15090	
Lucas Systems Inc		150 North Meadows Drive			Wexford	PA	15090	
Lucas, Cierra		Address on File						
Lucas, Jason B.		Address on File						
Lucas, Laura J.		Address on File						
Lucas, Sarah		Address on File						
Luce, Christopher T.		Address on File						
Luce, Kevin B.		Address on File						
Luce, Randy L.		Address on File						
Lucero, Debora J.		Address on File						
Luckett, Azana A.		Address on File						
Luckie, Crystal L.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Ludington, Jennifer		Address on File						
LUDMILA SUJANOVA		Address on File						
Luedecke, Christopher D.		Address on File						
Luedeking, Claudia B.		Address on File						
Lug USA, LLC		8546 Palm Parkway	#305		Orlando	FL	32836	
Lugo, Alexander		Address on File						
Lugo, Julissa		Address on File						
Lujan Flores, David		Address on File						
Luke, Kiara		Address on File						
Lukehart, Gary R.		Address on File						
Luminous Sound		17120 Dallas Pkwy. #100			Dallas	TX	75248	
Lummus, Casey E.		Address on File						
Lumpkin, Tenika		Address on File						
Luna, Nico A.		Address on File						
Luna, Noelys		Address on File						
Luna, Sergio		Address on File						
Luna, Shantaya		Address on File						
Luna, Victor		Address on File						
Lunar Leon, Jesus A.		Address on File						
Lunardi, Amanda E.		Address on File						
LUND LONDON LTD		Lund London Ltd, 24a Caring Lane	BEARSTED	MAIDSTONE	KENT		ME14 4NJ	United Kingdom
Lund London Ltd.		2 The Oasts, The Green, Bearsted			Maidstone		ME14 4EB	United Kingdom
Lund, Brett		Address on File						
Lund, Lynne H.		Address on File						
Lundia Regalsysteme GmbH		Prins Alexanderstraat 4			Varsseveld, Gelderland		7051 BA	Netherlands
Lungu, Sasha		Address on File						
Lussier, Kelley		Address on File						
Lustig, Allison		Address on File						
Lustig, Lynn		Address on File						
Lustig, Steven		Address on File						
Lutnesky, Anastasia J.		Address on File						
Luttazi, Susan T.		Address on File						
Luttrell, Cynthia M.		Address on File						
Luxe Bag Care, LLC		1660 Olympic Blvd.	Suite 215		Walnut Creek	CA	94596	
Luxe Bag Care, LLC		215 Theodor Ln			Sonoma	CA	95476	
LUXE BAG CARE, LLC		570 El Dorado Dr			Sonoma	CA	95476	
Luxe Media Group	Attn Accounts Receivable	3651 NW 8th Avenue			Boca Raton	FL	33431	
Luxury Brands LLC dba FHI Heat		4583 ISH DR			SIMI VALLEY	CA	93063	
LUXURY BRANDS LLC DBA FHI HEAT		4487 Ish Dr.			Simi Valley	CA	93063	
LUXURY BRANDS LLC DBA FHI HEAT		1300 Mendota Heights Road			Mendota Heights	MN	55120	
Lykins, Debbra L.		Address on File						
Lynch, Deborah A.		Address on File						
Lynch, Dustin		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Lynda Rothman dba Sane Jane		Address on File						
Lyndsey D Morgan LLC		Address on File						
Lynes, Eva S.		Address on File						
Lynk, Inc.		8241 Melrose Drive			Shawnee Mission	KS	66214	
Lynn Davis		Address on File						
Lynn, Michelle		Address on File						
Lynn, Robert		Address on File						
LYNNE HAIRSTON		Address on File						
Lynx Research Consulting		1211 W. Myrtle Street	Suite 110		Boise	ID	83702	
Lyon, Shawn		Address on File						
Lyons, Deven A.		Address on File						
Lyons, Tammy R.		Address on File						
Lyra, Luchiana		Address on File						
M&G PARTNERS LLP DBA FASHION ANGELS ENTERPRISES		306 N Milwaukee Street			Milwaukee	WI	53202	
Ma, Young Young		Address on File						
Mabirizi, Trany		Address on File						
Mabry, Alicia		Address on File						
Macandili, Kayla		Address on File						
Macaulay, Sandy		Address on File						
Macayan, Abraham L.		Address on File						
MacCracken, Cecilia		Address on File						
MacDowall, Jordan A.		Address on File						
Mace, Heidi L.		Address on File						
Mace, Joshua P.		Address on File						
Macedo Jr., Luiz Eduardo		Address on File						
MacEwan, Annie B.		Address on File						
Macgregor, Jennifer S.		Address on File						
Machado, Katelyn E.		Address on File						
Macharia, Stephen		Address on File						
Macias, Allison R.		Address on File						
Macias, Angelica		Address on File						
Macias, Merissa T.		Address on File						
Macias, Patricia D.		Address on File						
Macinta, Garret C.		Address on File						
Mack, Kyle G.		Address on File						
Mackie, Traci L.		Address on File						
Macklin, Sophia L.		Address on File						
Macklin, Stephanie G.		Address on File						
Mackroy, Kaylah C.		Address on File						
MacLean, Rob S.		Address on File						
MacNair, Caroline		Address on File						
MacNeill, Valerie		Address on File						
Macrito, Michelle A.		Address on File						
MacroAir Technologies		794 South Allen Street			San Bernardino	CA	92408	
Madani, Michael J.		Address on File						
Madden, Brittany		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Maddox, Erica L.		Address on File						
Madeiros, Erika		Address on File						
Madhu Chinthakunta		Address on File						
MADISON MILL		Address on File						
MADISON MILL		Address on File						
Madison Mill, Inc.		Po Box 90886			Nashville	TN	37209-0886	
Madison Parish School Board		P.O. Box 1830			Tallahatchee	LA	71284-1830	
Madison, Brandon		Address on File						
Madriaga, Analise M.		Address on File						
Madrid, Jennifer L.		Address on File						
Madrid, Laura		Address on File						
Madsen, James E.		Address on File						
Maersk		9300 Arrowpoint Blvd.	Atten Accounts Receivable		Charlotte	NC	28273	
Magarian, Marissa		Address on File						
Magda, Catherine D.		Address on File						
Magdaleno, Briana M.		Address on File						
Magede Inc dba NE Installers		10650 Culebra Road Suite 104538			San Antonio	TX	78251-4806	
Maggie Adrover		Address on File						
Maggie Adrover		Address on File						
Magic Sliders, L.P.		50 Main St	Suite 922 Box 72		White Plains	NY	10606	
Maglio, Maria		Address on File						
Magouirk, Samantha M.		Address on File						
Magsamen, Jeremy		Address on File						
Maguire, Kevin R.		Address on File						
Maguire, Matthew B.		Address on File						
MAGUS INDUSTRY CO.		7F, No. 268, Ruiguang Rd., Neihu Dist., 11491, Taipei, Taiwa			TAIPEI		114	Taiwan
Magus Industry Co., LTD	Taipei Bank Sung Lund Branch	176-1 Keelung Road, Sec., 1			Taipei Taiwan, R.O.C.			Taiwan
Mah, Angela E.		Address on File						
Mahaney, Ashley R.		Address on File						
Maher, Elise		Address on File						
Maher, Megan		Address on File						
Mahgoub, Yousif A.		Address on File						
Mahieu, Amanda N.		Address on File						
Mahomes, Telia R.		Address on File						
Mahoney, Erin M.		Address on File						
Mahoni, Kosema		Address on File						
Mai, Richard		Address on File						
Maia Barnett		Address on File						
Maietta, Aria		Address on File						
Mailgun Technologies		21750 Hardy Oak Blvd Ste 104 #43099			San Antonio	TX	78258	
Mainard OConnell, Kathryn M.		Address on File						
Maine Attorney General	Attn Bankruptcy Department	6 State House Station			Augusta	ME	04333	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Maine Office of the State Treasurer	Unclaimed Property	39 State House Station	Burton M Cross Office Building, 3rd Floor	111 Sewall St	Augusta	ME	04333-0039	
Maine State Treasurer		PO Box 1065			Augusta	ME	04332	
Mains, Jason		Address on File						
Majetitsch, Anthony J.		Address on File						
Majorczak, Jennifer M.		Address on File						
Mak, Natalie		Address on File						
Makdsi, Thaer		Address on File						
Makell Sr., Xavier		Address on File						
Maker Collaborative LLC		5777 W. Century Blvd	Suite 1630		Los Angeles	CA	90045	
Maki, Alethea R.		Address on File						
Malcolm, Madison M.		Address on File						
Maldonado, Alberto		Address on File						
Maldonado, Andrea		Address on File						
Maldonado, Diego V.		Address on File						
Maldonado, Kaila E.		Address on File						
Maldonado, Karina		Address on File						
Maldonado, Luis E.		Address on File						
Maldonado, Maria Jose		Address on File						
Maldonado, Nelson		Address on File						
Maldonado, Nydia		Address on File						
Maldonado-Alarcon, Javier		Address on File						
Maldonado-Gonzalez, Jason		Address on File						
Malech, Kimberly L.		Address on File						
Malhotra, Satish		Address on File						
Malick, Kelley		Address on File						
Malinda Pitts		Address on File						
Mall At Northshore LLC,		225 W. Washington Street			Indianapolis	IN	46204	
Mallard, Stayee		Address on File						
Mallett, Jake W.		Address on File						
Malling, Karen S.		Address on File						
Mallon, Amelia		Address on File						
Mallory Burt		Address on File						
Mallory Gregoire Myers		Address on File						
Malo, Kathryn N.		Address on File						
Maltese, Jackelyn		Address on File						
MALZINE CO., LTD.		79-6 Chao-an Lane Chao-an Li,Lukang Town,			Changhua Hsien		50545	Taiwan
Manchester, Zoe		Address on File						
Mandala-ORourke, Jenny		Address on File						
Mandoli, Crystal-Gayle J.		Address on File						
Mandroc, Jason T.		Address on File						
Mangal, Hasan		Address on File						
Mangar, Yadram		Address on File						
Mangona, Dante M.		Address on File						
Manhattan Associates, Inc.		2300 Windy Ridge Pkwy	10th Floor		Atlanta	GA	30339	
Manin, Mitchell A.		Address on File						
MANIVONE PHIAVONG		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Manley, Kaitlin		Address on File						
Manley, Sara		Address on File						
Mann, Alliya		Address on File						
Mann, Joshua A.		Address on File						
Manning Jr., Kevin D.		Address on File						
Manning, Amelia		Address on File						
Manning, Deven		Address on File						
Manning, Jacquelyn E.		Address on File						
Manning, Jasmine		Address on File						
Mansbach, Carol K.		Address on File						
Mansi Patney		Address on File						
Mansouri, Ruba		Address on File						
Mantrala, Srikrishnapriya		Address on File						
Manuel, Kenya S.		Address on File						
Manuel, Mary Ann		Address on File						
Manville, Peter		Address on File						
Manychat, Inc.		450 Lexington Avenue	4th Floor		New York	NY	10017	
Maped Helix USA Inc.		400 West Lake Street Suite 318			Roselle	IL	60172	
MAPED-HELIX		303 East Army Trail Road	Suite 303		Bloomington	IL	60108	
Maplebear, Inc dba Instacart	Instacart	PO Box 7263			San Francisco	CA	94120	
MapQuest Service Holdings, LLC		4235 Redwood Ave			Marina Del Rey	CA	90066	
Marabello, Jordan		Address on File						
Maragh, Demesha		Address on File						
Maravilla, Nona M.		Address on File						
Marazio, John		Address on File						
Marcella Moore		Address on File						
Marchello, Susan C.		Address on File						
Marcia Espinosa		Address on File						
Marcia Sotelo		Address on File						
Marcinik - DNU, Nicholas - DNU		Address on File						
Marcinik, Nicholas		Address on File						
Marcos Reillo		Address on File						
Marcus, Janice E.		Address on File						
Maren Keyt		Address on File						
Maresca, Elizabeth		Address on File						
Marfori, Estelle J.		Address on File						
Margaret Wittman	dba Organized Approach, LLC	Address on File						
Margot Andrade		Address on File						
MARGOT ELYSE BERCY		Address on File						
Maria Carter		Address on File						
Maria Caruso		Address on File						
MARIA DEAN		Address on File						
Maria Del Cueto		Address on File						
Maria Guevara		Address on File						
MARIA S HINOJOSA		Address on File						
MARIA TERESA HITT		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
MARIA WILLIAMS		Address on File						
Mariano, Criselle		Address on File						
Mariano, Evelin		Address on File						
Maricopa County Treasurer		PO Box 52133			Phoenix	AZ	85072-2133	
Marie Chiarito	Peppers Construction	Address on File						
Marie Jackson dba Organized Marie		Address on File						
Marin County Tax Collector	Civic Center	PO Box 4220 Rm. 202			San Rafael	CA	94913-4220	
Marin County Tax Collector		PO Box 4220 Rm. 202			San Rafael	CA	94913-4220	
Marin Municipal Water District		220 Nellen Avenue			Corte Madera	CA	94925-1105	
Marina Vedani		Address on File						
Marine, Mary		Address on File						
Marino, Nicholas J.		Address on File						
Marino, Taylor		Address on File						
Marion County Treasurer		PO Box 6145			Indianapolis	IN	46206-6145	
MARION ENTWISLE		Address on File						
MARIPOSA		5 Elm Street			Manchester	MA	01944	
Maris Stella Ostrewich		Address on File						
Marisa A Smith dba MACMOMORGANIZING, LLC		Address on File						
Mariscal, Cynthia		Address on File						
Mariscal, Weeks, McIntyre & Friedlander, P.A.	David L. Lansky, Esq.	2901 North Central Avenue	Suite 200		Phoenix	AZ	85012	
Marisco, Marcus		Address on File						
Marit Sprenger dba Sprenger Organizing Svcs		Address on File						
MARK BEIMFORD		Address on File						
Mark IV Transportation & Logistics		82 John Miller Way			Kearny	NJ	07032	
MARK K OLSON		Address on File						
Mark Laurange		Address on File						
Mark Neigut		Address on File						
Mark Neigut		Address on File						
Mark Rasberry		Address on File						
Mark Smith		Address on File						
Market Common Apartment Retail, LLC	c/o Regency Centers, LP	P. O. Box 644031			Pittsburgh	PA	15264-4031	
Market Common Apartment Retail, LLC		400 Harvard Ave. East	Unit 306		Seattle	WA	98102	
MarketDial, Inc		90 S 400 W	Suite 700		Salt Lake City	UT	84101	
Marks, Gary J.		Address on File						
Marks, Jireh J.		Address on File						
Marks, Jodi		Address on File						
Marks, Mary P.		Address on File						
Marleena Ross		Address on File						
Marley, Pamala A.		Address on File						
MARLEYS MONSTERS		2101 W. 10th Ave			Eugene	OR	97402	
Marleys Monsters LLC		2101 W 10th Ave.			Eugene	OR	97402	
Marli Ulmann		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Marlite Inc.		PO Box 842223			Boston	MA	02284	
Marna Inc.		1-3-15, Higashi-komagata, Sumida-ku			Tokyo		1300005	Japan
Marnie Gunnerson		Address on File						
Marpe, Tory A.		Address on File						
Marques, Ethan L.		Address on File						
Marquez, Christian		Address on File						
Marquez, Marc A.		Address on File						
Marquez, Roxana		Address on File						
Marquez, Ruby G.		Address on File						
Marquis, Caitlin		Address on File						
Marrinan, Jennifer M.		Address on File						
Marriott, Kaleem M.		Address on File						
Marrow, Joseph		Address on File						
MARSEILLE COSMETICS CORPORATION		28-07 Jackson Ave			Queens	NY	11101	
MARSEILLE COSMETICS CORPORATION		66 Chem. de Sainte-Marthe			Marseille		13014	France
MARSEILLE COSMETICS CORPORATION		33 West 46th Street, TSE 800			New York	NY	10036	
Marsh and McLennan Agency LLC	Donnie Doan	8144 Walnut Hill Lane	16th Floor		Dallas	TX	75231	
Marsh, Corinne L.		Address on File						
Marsh, Morgan N.		Address on File						
Marsh, Paige J.		Address on File						
Marshall, Emily L.		Address on File						
Marshall, Forrest O.		Address on File						
Marshall, Melissa A.		Address on File						
Marshall, Reagan		Address on File						
Marten Transport Services, Ltd		129 Marten St			Mondovi	WI	54755	
Martha Goodman		Address on File						
Martha Kunau		Address on File						
MARTHA MOLINE		Address on File						
Martha Thomas		Address on File						
Martin Casablanca, Emili		Address on File						
Martin- Howard, Elise A.		Address on File						
Martin, Aiyanna U.		Address on File						
Martin, Austin J.		Address on File						
Martin, Brooke		Address on File						
Martin, Cydney		Address on File						
Martin, Daivon		Address on File						
Martin, Dana L.		Address on File						
Martin, Jacqueline		Address on File						
Martin, Michael		Address on File						
Martin, Ricardo		Address on File						
Martin, Samantha J.		Address on File						
Martin, Shorey J.		Address on File						
Martin, Susan E.		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Martin, Tonya M.		Address on File						
Martin, Zakiyah		Address on File						
Martinez Garcia, Gustavo		Address on File						
Martinez Godoy, Jesus		Address on File						
Martinez III, Olga		Address on File						
Martinez Jr., Alberto		Address on File						
Martinez Jr., Jose		Address on File						
Martinez v C Studio Manufacturing QSF		PO Box 23650			Jacksonville	FL	32241	
Martinez, Alexander		Address on File						
Martinez, Alexandra C.		Address on File						
Martinez, Antonio C.		Address on File						
Martinez, Ashley Q.		Address on File						
Martinez, Brenda		Address on File						
Martinez, Christian		Address on File						
Martinez, Christine J.		Address on File						
Martinez, Claudia		Address on File						
Martinez, Daniel A.		Address on File						
Martinez, Denisse		Address on File						
Martinez, Devon D.		Address on File						
Martinez, Edmar		Address on File						
Martinez, Eduardo		Address on File						
Martinez, Elida L.		Address on File						
Martinez, Esteban A.		Address on File						
Martinez, Gail H.		Address on File						
Martinez, Gissell		Address on File						
Martinez, Guillermina	Jason M. Hatfiled, PA	Lauri Thomas	1025 E Done Tyson Pkwy		Springdale	AR	72764	
Martinez, Guillermina		Address on File						
Martinez, Heidi		Address on File						
Martinez, Ingrid		Address on File						
Martinez, John R.		Address on File						
Martinez, Laura L.		Address on File						
Martinez, Lillian		Address on File						
Martinez, Lina D.		Address on File						
Martinez, Malorie		Address on File						
Martinez, Marco A.		Address on File						
Martinez, Maria M.		Address on File						
Martinez, Michael		Address on File						
Martinez, Michael R.		Address on File						
Martinez, Mida		Address on File						
Martinez, Orion		Address on File						
Martinez, Peggy		Address on File						
Martinez, Priscilla		Address on File						
Martinez, Ruben	Hidden & Breslavsky	Brent Wheeler	4661 W. Pico Blvd		Los Angeles	CA	90019	
Martinez, Ruben D.		Address on File						
Martinez, Ryan		Address on File						
Martinez, Sandra		Address on File						
Martinez, Selena		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Martinez, Victor M.		Address on File						
Martinez, Victoria		Address on File						
Martone, Alexandra J.		Address on File						
Marvin F. Poer and Company		PO Box 674300			Dallas	TX	75267	
MARVIN PRICE		Address on File						
Mary Aimerito		Address on File						
MARY B DOUGHERTY MELTON		Address on File						
MARY ELIZABETH COOPER		Address on File						
MARY FERRANDINO		Address on File						
Mary Graham		Address on File						
Mary Irwin		Address on File						
MARY JEAN ERACI		Address on File						
Mary Martin		Address on File						
Mary Masri	MM Designs	Address on File						
Maryland Attorney General	Attn Bankruptcy Department	200 St. Paul Place			Baltimore	MD	21202-2202	
Maryland Comptroller/Treasury		PO Box 8888			Anapolis	MD	21401-8888	
Maryland Comptroller/Treasury		Revenue Administration Division			Anapolis	MD	21411-0001	
Mas y Mas LLC		9720 SW 72 Ave			Miami	FL	33156	
Mascarenas, Melissa R.		Address on File						
Mascorro, Brianna		Address on File						
Masek, Abigail E.		Address on File						
Masocco, Maurizio		Address on File						
Mason, Carrie N.		Address on File						
Mason, Shannon L.		Address on File						
Massachusetts Attorney General	Attn Bankruptcy Department	One Ashburton Place	20th Floor		Boston	MA	02108-1518	
Massachusetts Department of Revenue	Bankruptcy Unit	PO Box 7090			Boston	MA	02204-7090	
Massachusetts Department of Revenue		PO Box 7000			Boston	MA	02204	
Massave, Debra S.		Address on File						
Masters, Kylie M.		Address on File						
Mastrandrea, Teresa		Address on File						
Masuku, Namambo L.		Address on File						
Mata, Lynette A.		Address on File						
Matador		1835 38th St. Unit A			Boulder	CO	80301	
Matalon, Kimberly A.		Address on File						
Materia Group Corporation		3651 FAU Blvd Suite 200			Boca Raton	FL	33431	
MATERIAL		135 Madison Avenue	8th floor		New York	NY	10016	
Material Technologies Corp DBA Material Bank		3651 FAU Blvd Suite 200			Boca Raton	FL	33431	
Matherson, Jill		Address on File						
Mathews, Landry		Address on File						
Mathews, Shannon		Address on File						
Mathis, Ashley		Address on File						
Mathis, Victor D.		Address on File						
Matijkiw, Sherri L.		Address on File						
Matos, Priscilla		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Matson, Haley E.		Address on File						
Matsumoto, Lauren		Address on File						
Mattear, Chris		Address on File						
Matthew Barrett		Address on File						
Matthews Sr., Devin W.		Address on File						
Matthews, Chadwick C.		Address on File						
Matthews, Christy		Address on File						
Matthews, Varez		Address on File						
Matthis, Chelsey		Address on File						
Maturo, David V.		Address on File						
Matuta ndofula, Moise		Address on File						
Mauldin, Denny		Address on File						
MAUREEN ALEXANDER WRIGHT		Address on File						
Maureen Howard LLC		40 Village Road			Florham Park	NJ	07932	
Maurer, Jonah		Address on File						
Maurer, Kristin		Address on File						
Mauricio, Niccole		Address on File						
Mauro Damico		Address on File						
Maxfield, Peter		Address on File						
Maxsa Innovations		8412 Cathedral Forest Drive			Fairfax Station	VA	22039	
Maxwell, Christina E.		Address on File						
Maxwell, Jashae		Address on File						
Maxwell, Kevon D.		Address on File						
Maxwell, Shavon M.		Address on File						
Maxwell, Tammy A.		Address on File						
May, Anne Lindsey		Address on File						
May, Dina		Address on File						
May, Ebony		Address on File						
May, Keith L.		Address on File						
Mayam Organizer LLC		620 NE 52nd Street			Miami	FL	33137	
Mayer, Jody P.		Address on File						
Mayes, Jennifer		Address on File						
Mayfair Mall	Attn General Manager	2500 North Mayfair Road			Wauwatosa	WI	53226	
Mayfair Mall Newco, LLC		P.O. Box 772816			Chicago	IL	60677	
Mayfair Mall, LLC	Attn Law/Lease Administration	c/o General Growth Properties, Inc.	110 North Wacker Drive		Chicago	IL	60606	
Mayfair Mall, LLC	Mayfair	PO Box 772816			Chicago	IL	60677-2816	
Maynard Cooper & Gale		1901 6th Avenue North	Suite 1700		Birmingham	AL	35203	
Mayner, Lily C.		Address on File						
Mayo, Tiara		Address on File						
Mayorga, George		Address on File						
Mayra Wolcott		Address on File						
Mayra Wolcott		Address on File						
Mays, Lewa N.		Address on File						
Mays, Samantha		Address on File						
Mayton, Brian		Address on File						
Mazariegos, Mynor		Address on File						
Mazur, Richard F.		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Mazza, Christine A.		Address on File						
Mazzola, Jill		Address on File						
MB Financial Bank, N.A.		6111 North River Rd			Rosemont	IL	60018	
MBI, Inc.		1200 Abernathy Rd.	NE Suite 1600		Atlanta	GA	30328	
McAdam, Marie E.		Address on File						
McAlister, Taylor M.		Address on File						
McAllister, Barbara J.		Address on File						
McAllister, Imani T.		Address on File						
McAllister, Miranda M.		Address on File						
McAloon, Sean K.		Address on File						
McAlvey, Julie A.		Address on File						
McArthur, Zachary		Address on File						
MCB Global Inc		2315 Whirlpool St	Suite 887		Niagara Falls	NY	14305	
MCB GLOBAL INC.		4498 Main Street	Suite 4, #1429		Buffalo	NY	14226	
McBride, Michael		Address on File						
McCabe, Alyssa		Address on File						
McCallister, Donald K.		Address on File						
Mccallum, Gabriel D.		Address on File						
McCarron, Kimberly A.		Address on File						
McCarthy, James P.		Address on File						
McCarthy, Patricia		Address on File						
McCaslin, John W.		Address on File						
McCaul, Leah M.		Address on File						
McCaul, Margo M.		Address on File						
Mccauley, Kacy		Address on File						
McClain, Emani J.		Address on File						
McClain, Myeai K.		Address on File						
McClain, Nasya S.		Address on File						
McClary, Devon		Address on File						
McClean, Kimmie N.		Address on File						
McCleary, Makenzie		Address on File						
McClelland, Matthew J.		Address on File						
McClendon, Thomas E.		Address on File						
McClure, Gordon E.		Address on File						
McClure, Kalika B.		Address on File						
McCollum, Wendy W.		Address on File						
McCom Inc dba US Net		PO Box 536329			Grand Prairie	TX	75063	
McCook, Theresa		Address on File						
McCord, Brittany		Address on File						
McCormack, Angela M.		Address on File						
McCormick, Rachel S.		Address on File						
McCormick, Reilly		Address on File						
McCown, Elizabeth		Address on File						
McCoy Neal, Felis L.		Address on File						
McCoy, April		Address on File						
McCoy, Ashton		Address on File						
Mccoy, Donald W.		Address on File						
McCoy, Gavin J.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
McCoy, JonBenet		Address on File						
McCoy, Michael		Address on File						
McCoy, Michael E.		Address on File						
McCoy, Molly E.		Address on File						
McCracken, Jack		Address on File						
McCrackin, Stacy L.		Address on File						
McCray, Amber E.		Address on File						
McCray, Jordon		Address on File						
McCray, Shirley M.		Address on File						
McCue Corporation		125 Water St			Danvers	MA	01923	
Mccullah, Alexis		Address on File						
McCulloch, Ian M.		Address on File						
McCullough, April D.		Address on File						
Mccullough, Stefin K.		Address on File						
McDaniel, Kristina V.		Address on File						
McDermett, Clara M.		Address on File						
McDermott, Patricia		Address on File						
McDonald, Aldrin		Address on File						
McDonald, Brian S.		Address on File						
McDonald, Nick		Address on File						
McDonald, Zoe E.		Address on File						
McDonough, Barbara A.		Address on File						
McDonough, Connor P.		Address on File						
McDowall, Nastassia C.		Address on File						
McDowell, Kaci		Address on File						
McDowell, Karla E.		Address on File						
McEachen, Kaitlin E.		Address on File						
McEwen, Megan		Address on File						
McFadden, Duncan		Address on File						
McFall, Sarah		Address on File						
McFarland, Kelsey		Address on File						
McFarlane, Kierra		Address on File						
McGarity, Sonjya J.		Address on File						
McGarry, Carolyn D.		Address on File						
McGee, Elizabeth L.		Address on File						
McGee, John N.		Address on File						
McGee, Julia		Address on File						
McGee, Kierra J.		Address on File						
McGee, LaShae		Address on File						
McGinnis, Kyle D.		Address on File						
McGirt, Sally A.		Address on File						
McGowan, Christina		Address on File						
McGrath, Daniel D.		Address on File						
McGrath, Kathleen		Address on File						
McGrath, Morgan C.		Address on File						
McGraw, Polly L.		Address on File						
Mcgregory, Keyehla		Address on File						
McGrew II, Jeffrey L.		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
McGuire, Krystal M.		Address on File						
McGuire, Rory		Address on File						
McHenry, Barbara E.		Address on File						
McKee, Samantha A.		Address on File						
McKennan, Barbara		Address on File						
McKennan, David E.		Address on File						
McKenzie, Jomel N.		Address on File						
McKenzie, Karen		Address on File						
McKenzie, Kristy J.		Address on File						
McKiernan, Kevin		Address on File						
McKinnon, Rhea		Address on File						
McKisset, Sequita R.		Address on File						
McKissick, Kris		Address on File						
McKnight, Kadin		Address on File						
McKnight-Richman, Titus T.		Address on File						
McLandrich, Meri Lynn		Address on File						
McLane, Pamela		Address on File						
McLarty, Marlana A.		Address on File						
McLaughlin, Matthew T.		Address on File						
McLaughlin, Russell		Address on File						
McLaughlin, Tamara M.		Address on File						
McLaughlin, TNiyah D.		Address on File						
McLean, Jabril		Address on File						
McLoone, Tracey A.		Address on File						
McManus, Gerald E.		Address on File						
McManus, Michael		Address on File						
Mc-Master Carr Supply Co		PO BOX 7690			CHICAGO	IL	60680-7690	
McMaster-Carr		600 N. County Line Rd			Elmhurst	IL	60124	
McMeekin, Amy M.		Address on File						
McMillan Jr., William W.		Address on File						
McMillan, Billy P.		Address on File						
McMillian, Cherrelle D.		Address on File						
McNamara, Joanne A.		Address on File						
McNary, Antoine G.		Address on File						
McNaughton Incorporated		10700 Highway 55 #260			Plymouth	MN	55441	
McNeal, RaJanee		Address on File						
McNeese, Danielle		Address on File						
McNeil, Christian D.		Address on File						
McNeil, Jerome		Address on File						
McNeill, Pamela S.		Address on File						
McNichol, Deena R.		Address on File						
McNicholas, Brian S.		Address on File						
McNiel, John		Address on File						
McNulty-Lowe, Amy L.		Address on File						
McPhail, Mark A.		Address on File						
McPherson-Butcher, Briana		Address on File						
McQuigg, Rutter P.		Address on File						
McRae, Jessica		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
McRaith, Katelin A.		Address on File						
MCS INDUSTRIES, INC.		2280 NEWLINS MILL RD			EASTON	PA	18045-7813	
MCS Industries, Inc.		PO Box 677547			Dallas	TX	75267	
McTavish, Ximena		Address on File						
McVadon, Meredith R.		Address on File						
McVeigh, Jeffrey T.		Address on File						
McVey, Jack		Address on File						
McWayne, Brandon A.		Address on File						
McZick, Rachael		Address on File						
MDI Worldwide		PO Box 576			Farmington	MI	48332-0576	
Me & My BIG Ideas		17777 Newhope St			Fountain Valley	CA	92708	
Meade, Brittany		Address on File						
Meador, Erika P.		Address on File						
Meadows, Charles W.		Address on File						
Means, Randi J.		Address on File						
Mecklenburg County Tax Collector		PO Box 71063			Charlotte	NC	28272-1063	
Medallia Inc.		Dept CH 16692			Palatine	IL	60055-6692	
Medearis, Nicholas J.		Address on File						
Medeiros, Taja		Address on File						
Medellin, Joel		Address on File						
Medfu, Roma M.		Address on File						
Media Partners Corporation		11400 SE 8th Street	Suite 360		Bellevue	WA	98004	
Mediant Communications, Inc.		P.O. Box 29976			New York	NY	10087-9976	
Medina Carrillo, Ruben G.		Address on File						
Medina, Adrian D.		Address on File						
Medina, George		Address on File						
Medina, Giovanna		Address on File						
Medina, Tristan		Address on File						
Medlock, Avis M.		Address on File						
Medrano, Daisy		Address on File						
Medrano, Jazmine		Address on File						
Meeks, Cale P.		Address on File						
Meg Garcia LLC		907 B Avenue			West Columbia	SC	29169	
MEGA CASA INC		XINGHUANG INDUSTRY DEVELOPING ZONE,	SIQIAN TOWN,XINHUI,JIANGMEN CITY, GUANGDONG	Jiangmen	Guangdong		529159	China
Mega Casa Inc.		18003 Cortney Court			City of Industry	CA	91748	
MEGAN AVILA		Address on File						
Megan Renee Mangione		Address on File						
Megan Toumanios		Address on File						
Meghan Richardson		Address on File						
Meghan Vidal		Address on File						
Mehall, Casey		Address on File						
Mehdizadeh, Karina		Address on File						
Mehl IV, Hugo F.		Address on File						
Mehmood, Sabeen		Address on File						
Mehta, Alicia		Address on File						
Mehta, Pretty		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Mehta, Tushar M.		Address on File						
Meiczinger, Zachary		Address on File						
Meier, Erica L.		Address on File						
Meier, Jordan		Address on File						
Meier, Thomas L.		Address on File						
Meintjes, Rachel L.		Address on File						
Mejia Gomez, Omar		Address on File						
Mejia, Fatima G.		Address on File						
Mejia, Jennifer		Address on File						
MELA ARTISANS, INC.		140 NW 16th Street			Boca Raton	FL	33432	
Melanie Murphy Voice Overs		1015 Staffordshire Drive			Carrollton	TX	75007	
MELANIE RAINEY		Address on File						
Melcher, Brittany		Address on File						
Melendez Armendariz, Aileen G.		Address on File						
Melendez Orpinel, Cecilia		Address on File						
Melendez, Javier		Address on File						
Melgosa, Leslie E.		Address on File						
Melgoza, Ivan		Address on File						
Melillo Jr., Anthony		Address on File						
Melinetskiy, Alex		Address on File						
Melink Corporation		5140 River Valley Road			Milford	OH	45150	
Melissa Canter		Address on File						
MELISSA COLLINS		Address on File						
Melissa Contreras		Address on File						
Melissa Konrad		Address on File						
Melissa Norton		Address on File						
Melissa Porter LLC		Address on File						
Mellor, Allison		Address on File						
Melo, Claudia C.		Address on File						
Melton Jr., Roger		Address on File						
Melton, Laquon		Address on File						
Melton, Samantha		Address on File						
Meltwater News US Inc		Dept LA 23721			Pasadena	CA	91185-3721	
Membrila, Ixchell		Address on File						
Memphis Light, Gas & Water Division		P.O. Box 388			Memphis	TN	38145-0388	
Memphis Light, Gas and Water Division		245 S Main St			Memphis	TN	38103	
Mendes, Antonio M.		Address on File						
Mendez Arce, Josue		Address on File						
Mendez Contreras, Eddie C.		Address on File						
Mendez, Branden		Address on File						
Mendez, Cassandra		Address on File						
Mendez, Diego A.		Address on File						
Mendez, Krystal		Address on File						
Mendez, Maggie		Address on File						
Mendieta, Juan		Address on File						
Mendiola Jr., Tomas		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Mendoza, Ammareo		Address on File						
Mendoza, Angelica		Address on File						
Mendoza, Carlos L.		Address on File						
Mendoza, Christina		Address on File						
Mendoza, Jay D.		Address on File						
Mendoza, Juan		Address on File						
Mendoza, Marisol		Address on File						
Mendoza, Mark A.		Address on File						
Mendoza, Nicholas		Address on File						
Mendoza, Nicholas S.		Address on File						
Mendoza, Ruben		Address on File						
Mendoza, Vilma L.		Address on File						
Mendoza-Paz, Pedro M.		Address on File						
Mendoza-Ugarte, Irvin		Address on File						
Menemsha Development Group, Inc.		20521 Earl Street			Torrance	CA	90503	
Menendez, Matthew T.		Address on File						
Menendez, Montserrat		Address on File						
Menjivar, Marilyn		Address on File						
Menor, Anika	Alvandi Law Group	Gil Alvandi	20301 SW Acacia St. 2nd F		Newport Beach	CA	92660	
Menor, Anika		Address on File						
Menzock, Autumn		Address on File						
meori, Inc.		1752 NW Market St. #724			Seattle	WA	98107	
MEORI, INC.		6523 California Ave SW #274			Seattle	WA	98136	
Mercado, Andrew		Address on File						
Mercado, Juan Pablo		Address on File						
Mercado, Lesley D.		Address on File						
Mercado, Sarina K.		Address on File						
Mercedes-Benz of Grapevine		1300 Texas Trail			Grapevine	TX	76051	
Mercer (US) Inc.		P.O. Box 730212			Dallas	TX	75373-0212	
Mercer, Demetri M.		Address on File						
Mercer, Kenneth		Address on File						
Merchan, Mellisa J.		Address on File						
MercuryGate International Inc.		200 Regency Forest Drive	Suite 400		Cary	NC	27518	
Meredith Corporation		PO Box 730148			Dallas	TX	75373-0148	
MEREDITH KADLEC		Address on File						
Merida, Johana M.		Address on File						
MERIDIAN INTERNATIONAL CO., LTD		7042 South Revere Parkway, Suite 470			Centennial	CO	80112	
Meridian International Co., LTD USA		7042 S. Revere Parkway	Suite 470		Centennial	CO	80112	
Merino, Asia R.		Address on File						
Merkle, Jaden B.		Address on File						
MERKURY INNOVATIONS LLC		45 Broadway, suite 350			New York	NY	10006	
Merrick Culp Designs LLC dba Truffle		3981 S Clermont Street			Englewood	CO	80113	
Mesa Water District		PO Box 6513			Pasadena	CA	91109-6500	

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Mesa Water District		1965 Placentia Avenue			Costa Mesa	CA	92627	
Meseke, Andrea L.		Address on File						
Messina, Aeren		Address on File						
Messinger, Stacey E.		Address on File						
Meta Platforms, Inc.	Attn Accounts Receivable	15161 Collections Center Drive			Chicago	IL	60693	
Metal Source Plus LLC		401 Exchange Dr			Arlington	TX	76011	
Metaltex (USA), Inc	c/o VERIS CPA	632 St. Andrews Blvd.			Charleston	SC	29407	
Metaltex (USA), Inc.	Accounts Receivable	1878 Clements Ferry Road			Charleston	SC	29492	
Metazoa		1 University Avenue			Los Gatos	CA	95030	
Metcalfe, Nasia O.		Address on File						
Methodical Magic LLC		8040 Demontreville Trail Cir. N.			Lake Elmo	MN	55042	
Metrical, Inc.		3494 Camino Tassajara #201			Danville	CA	94506	
Metro Decor LLC		30320 Emerald Valley Pkwy			Glenwillow	OH	44139	
Metro Hardwood Corporation		METRO CHICAGO-LOCKBOX 139116.	PO BOX 1691		Minneapolis	MN	55480-1691	
Metro Pointe Retail Assoc II		949 South Coast Drive	Suite 600		Costa Mesa	CA	92626	
Metro Pointe Retail Associates II, LP		949 South Coast Drive, Suite 600			Costa Mesa	CA	92626	
Metroplex Installation Services		2111 Prestonwood Dr			Arlington	TX	76012	
Metropolitan Life Ins - San Francisco	Attn Vice President	425 Market St, Suite 1050			San Francisco	CA	94105	
Metropolitan Life Insurance Company	Attn Sr. VP - Real Estate Investments	One MetLife Way			Whippany	NJ	07981-1449	
Metropolitan Trustee	Personal Property Tax Dept.	PO Box 196358			Nashville	TN	37219	
Metschke, JJ		Address on File						
Mettler, Katie		Address on File						
Mettler-Toledo, LLC		22670 Network Place			Chicago	IL	60673	
Mewborn, Cavana		Address on File						
Meyer Corporation	The CIT Group	PO Box 1036			Charlotte	NC	28201	
MEYER CORPORATION		2001 Meyer Way			Fairfield	CA	94533	
MEYER CORPORATION		1 Meyer Plaza			Vallejo	CA	94590	
Meyer, Andrea I.		Address on File						
Meyer, Paul		Address on File						
Meyer, Richard M.		Address on File						
Meyer-Kinn, Kimberly A.		Address on File						
Meyers, Albert T.		Address on File						
Meyers, Kobey		Address on File						
Meyers, Marsha J.		Address on File						
Meyers, Michael P.		Address on File						
Meza, Brian		Address on File						
Meza, Juliana A.		Address on File						
Mezghiche, Yasmin		Address on File						
Mezquida, Fredrick		Address on File						
Mezquita, Jimardo A.		Address on File						
MI CASA ES TU CASA, LDA		Rua Do Outeirinho n 111 fracao A			Moreira de Conegos		4815-311	Portugal
Mi Casa Es Tu Casa. Lda		Rua do Outeirinho n 111 Fracao A	MOreira de Conegos		Guimaraes		4815311	Portugal

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Mi9 Inc.		12000 Biscayne Blvd. Suite 600			Miami	FL	33181	
Mia Whalley		Address on File						
Miami Dade County Tax Collector		140 W Flagler St 14th Floor			Miami	FL	33130-1573	
Miami-Dade Fire Rescue Department		Finance Bureau 9300 NW 41st Street			Miami	FL	33178-2414	
MIAMI-DADE WATER AND SEWER DEPT		P.O. Box 026055			Miami	FL	33102-6055	
MIAMI-DADE WATER AND SEWER DEPT		3071 SW 38th Ave			Miami	FL	33146	
Micek, Callie M.		Address on File						
Micek, David J.		Address on File						
MICHAEL ALLEN NELSON		Address on File						
MICHAEL ATWELL		Address on File						
Michael Baker		Address on File						
MICHAEL BELL		Address on File						
MICHAEL BRADLEY TAYLOR		Address on File						
Michael C. Fina Corporate Sales, Inc.		3182 Momentum Place			Chicago	IL	60689-5331	
MICHAEL CORLEY		Address on File						
MICHAEL EDWARD WITT		Address on File						
MICHAEL JEFFREY BENARD		Address on File						
Michael Madonna		Address on File						
Michael Mc Manus		Address on File						
MICHAEL PAUL RUDZKI		Address on File						
Michael R. McDoniel, Esq.		207 San Jacinto	Suite 300		Austin	TX	78701	
Michaelson, Paul		Address on File						
Michel, Morgan E.		Address on File						
Michele Cohen		Address on File						
Michele Fischer		Address on File						
Michele Nelson		Address on File						
MICHELLE GAMBLE		Address on File						
Michelle K Pulman DBA MP Communications LLC		Address on File						
Michelle King DBA Lemon Mint Designs		Address on File						
Michelle Murray		Address on File						
MICHELLE NEUSTADT KARDON		Address on File						
MICHELLE OLEJARZ		Address on File						
Michelle Urban		Address on File						
Michelle Winstead		Address on File						
Michels, Janell E.		Address on File						
Michigan Attorney General	Attn Bankruptcy Department	G. Mennen Williams Building	525 W. Ottawa St.	P.O. Box 30212	Lansing	MI	48909	
Michigan Dept of Treasury	Unclaimed Property Division	7285 Parsons Dr			Dimondale	MI	48821	
Michigan Dept. of Treasury		P.O. Box 30324			Lansing	MI	48909-7824	
Michigan Dept. of Treasury		PO Box 30774			Lansing	MI	48909	
Micic, Sandra		Address on File						
Mickelson, Melanie M.		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Microsoft Corporation		One Microsoft Way			Redmond	WA	98052	
Microstrategy		PO Box 409671			Atlanta	GA	30384-9671	
Mid-America Asset Management, Inc.	Property Mgr / Village Square Northbrook	One Parkview Plaza, 9th Floor			Oakbrook Terrace	IL	60181	
MidAmerican Energy Company		PO Box 8020			Davenport	IA	52808-8020	
MidAmerican Energy Company		666 Grand Ave			Des Moines	IA	50309	
Middlemas Jr., James E.		Address on File						
Middleton, Lamar		Address on File						
Middleton, Rachele		Address on File						
Middleton, Victoria K.		Address on File						
Midwest Husbands LLC		2866 Galway Dr			Brunswick	OH	44212	
Mier II, Joseph G.		Address on File						
Migel Elias Urban Sr.	Michael A. Penn, CSP, SMS Acting Assistant Commissioner	Maryland Occupational Safety & Health	10946 Golden West Drive, Suite 160		Hunt Valley	MD	21031	
Migel Elias Urban Sr.		Address on File						
Mignano, Caitlin		Address on File						
Mignott, Davene		Address on File						
Mihalik, Bradford J.		Address on File						
Mike Cashen		Address on File						
Mike Galligan		Address on File						
Mike Minturn		Address on File						
Mike Payne		Address on File						
Mike Saa Hurtado		Address on File						
Mikel Elorriaga		Address on File						
Mikeworth, Karsten O.		Address on File						
Mikuda, Matthew J.		Address on File						
Milagros Cabrera		Address on File						
Milan, Dorrie J.		Address on File						
Miles, Dudley D.		Address on File						
Miley, Belinda S.		Address on File						
Miley, Meghan M.		Address on File						
Miller Jr., David		Address on File						
Miller, Amanda		Address on File						
Miller, Cooper		Address on File						
Miller, Dayna M.		Address on File						
Miller, Demitri		Address on File						
Miller, Denysse		Address on File						
Miller, Erik R.		Address on File						
Miller, James J.		Address on File						
Miller, Jeffrey A.		Address on File						
Miller, Jessica A.		Address on File						
Miller, Kennedy		Address on File						
Miller, Laura R.		Address on File						
Miller, Lora M.		Address on File						
Miller, Melissa		Address on File						
Miller, Minnie E.		Address on File						
Miller, Olivia		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Miller, Philip		Address on File						
Miller, Robert		Address on File						
Miller, Sarah E.		Address on File						
Miller, Shavonte		Address on File						
Miller-Dakota, Avery		Address on File						
Miller-McCulley, Katherine A.		Address on File						
Millican, Hilary J.		Address on File						
Milliet, Kenneth M.		Address on File						
Milligan, James W.		Address on File						
Millis, Linda C.		Address on File						
Mills, Courtney O.		Address on File						
Mills, Gidgett L.		Address on File						
Mills, Matthew		Address on File						
Milner Jr., Paul		Address on File						
Milner, Patricia A.		Address on File						
Milrose Consultants dba Permit Advisors, LLC		498 Seventh Ave			New York	NY	10018	
Mimi Kravetz		Address on File						
Mimiko, Latriz		Address on File						
Mimms, Amy B.		Address on File						
Mimms, Laura		Address on File						
Mindy Godding DBA Abundance Organizing, LLC		Address on File						
MINERVA OJEDA		Address on File						
Mingus, Priscilla		Address on File						
Minima LLC		2604 Parkwood Ave			Richmond	VA	23220	
Minimize and Organize by Jenya Tucker		Address on File						
Minion, Daniel		Address on File						
Minnesota Attorney General	Attn Bankruptcy Department	445 Minnesota St Suite 1400			St Paul	MN	55101-2131	
Minnesota Department of Revenue	Unclaimed Property Program	85 7th Place East, Suite 500			St. Paul	MN	55101-2198	
Minnesota Department of Revenue		85 7th Place East, Suite 500			St. Paul	MN	55101-2198	
Minnesota Dept of Commerce	Unclaimed Property Program	85 7th Place East, Ste 280			St Paul	MN	55101-2198	
Minnifield, Shannon		Address on File						
Minor, Alexandra I.		Address on File						
MINSTREL TRADING & MARKETING CORP		328, Crandon Blvd	Suite 119-304		Key Biscayne	FL	33149	
Minstrel Trading & Marketing Corp		1221 Brickell Ave.	9th Floor		Miami	FL	33131	
Minto, Aimee L.		Address on File						
Mintz, Howard		Address on File						
Mir, Alisa		Address on File						
Mirabal, Emilio A.		Address on File						
Miranda, Bradly		Address on File						
Miranda, Brandon		Address on File						
Miranda, Michelle		Address on File						
Miranda, Paolina		Address on File						
Mireles Jr., Anastacio		Address on File						
Mireles, Italia		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Mischo, Amber		Address on File						
Mississippi Treasury Office of the State Treasurer	Unclaimed Property Division	PO Box 138			Jackson	MS	39205-0138	
Mississippi Attorney General	Attn Bankruptcy Department	Walter Sillers Building	550 High St Ste 1200		Jackson	MS	39201	
Mississippi Department of Revenue		PO Box 960			Jackson	MS	39205	
Missouri Attorney General	Attn Bankruptcy Department	Supreme Court Bldg	207 W. High St.	P.O. Box 899	Jefferson City	MO	65101	
Missouri Department of Revenue		P.O. Box 3365			Jefferson City	MO	65105-3365	
Missouri Director of Revenue		P.O. Box 3360			Jefferson City	MO	65105-3360	
Missouri Secretary of State	Secretary of State	P.O. Box 778			Jefferson City	MO	65102	
Missouri Secretary of State		PO Box 1366			Jefferson City	MO	65102	
Missouri State Treasurer		PO Box 1272			Jefferson City	MO	65102-1272	
Missouri State Treasury	Unclaimed Property Division	PO Box 1272			Jefferson City	MO	65102-1272	
Mistretta, Michael A.		Address on File						
Mistrulli, Diane		Address on File						
Mistry, Ashish D.		Address on File						
Mistry, Nimisha A.		Address on File						
MISUMARU USA CORPORATION		1229 Western St, #5	Suite 5		Fairfield	CA	94533	
MIT Legend Limited		4F-1, No 9, Lane 3 Jihu Road,	Neihu Dist.		Taipei		11492	Taiwan
MIT LEGEND LIMITED		2F, No.57, Lane 10, Jihu Road,	Neihu Dist.,		Taipei		11492	Taiwan
Mitchell Jr., Larry H.		Address on File						
Mitchell, Constance M.		Address on File						
Mitchell, David E.		Address on File						
Mitchell, Destiny		Address on File						
Mitchell, Emily M.		Address on File						
Mitchell, Kamilah		Address on File						
Mitchell, Laura J.		Address on File						
Mitchell, Malachi		Address on File						
Mitchell, Maria Fatima N.		Address on File						
Mitchell, Matthew		Address on File						
Mitchell, Melanie L.		Address on File						
Mitchell, Myra		Address on File						
Mitiche, Mohamed I.		Address on File						
Mittledorf, Dakota S.		Address on File						
Mixey, Rachel C.		Address on File						
Mixon, Kyrie Lynn M.		Address on File						
Mixon, Shelane M.		Address on File						
Miyagishima, Trent		Address on File						
Mizuno, Sydne		Address on File						
Mkt North America Llc		961 Route 10 Ste 2i			Randolph	NJ	07869-1927	
MLA Interim Legal Talent, LLC		7320 Parkway Dr S			Hanover	MD	21076	
MOBI USA		11311 White Rock Rd			Rancho Cordova	CA	95742	
MOBI USA		649 Mission St./ 5th floor			San Francisco	CA	94105	
Mobile Mini Inc.	Attn Cash Department	PO Box 7144			Pasadena	CA	91109-7144	
Mobile Technology Solutions, LLC		6700 Horizon Road			Heath	TX	75032	
Mobley, Terra A.		Address on File						
Moboto, Jean - Claude M.		Address on File						
Moctezuma, Alondra C.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Mod Corp		13073 166th Street			Cerritos	CA	90703	
Mode, Samuel E.		Address on File						
MODERN PICNIC		400 Park Avenue South			New York	NY	10016	
Modern Picnic, Inc.		40 Harrison Street			New York	NY	10013	
Modern Sprout LLC		2010 W Fulton F-304			Chicago	IL	60612	
Modi, Anil		Address on File						
Mod-Pac Corp.		1801 Elmwood Ave.	ref no 10933		Buffalo	NY	14207	
Modulus, Inc.		2532 West Warren Blvd.			Chicago	IL	60612	
MODULUS, INC.		1942 CORNER SCHOOL DRIVE			ORLANDO	FL	32820	
Moehring, Harry		Address on File						
Moeller, Jaimie L.		Address on File						
Moerbe, Susan		Address on File						
Moffatt, Steven O.		Address on File						
Moghrabi, Kareem		Address on File						
Moglea LLC		110 11th Street			Des Moines	IA	50309	
Mohamed, Fuad M.		Address on File						
Mohamed, Heba A.		Address on File						
Mohammad Kagzi	Midwest Sleep And Wellness	Address on File						
Mohammed, Halima		Address on File						
Mohawk Finishing Products		P.O. BOX 535414			Atlanta	GA	30353-5414	
Mohel, Andrea T.		Address on File						
Mojica, Marissa		Address on File						
Moldrzyk, Julie		Address on File						
Molina Barnett, Ariadne		Address on File						
Molina, Isaac		Address on File						
Molina, Jose E.		Address on File						
Molina, Slonne M.		Address on File						
Molina, Stephanie		Address on File						
Molinaro, Joseph A.		Address on File						
Molloy, Karen T.		Address on File						
Molly Mutt		Address on File						
MOLLY MUTT, LLC		2855 Mandela PKWY	Unit 11		Oakland	CA	94608	
MOLONLAVE LLC GROUP DBA RUSH CHARGE		14540 E. Beltwood Pkwy	Ste 100		Farmers Branch	TX	75244	
MOMAGENDA LLC		2209 Hawks Landing			Fayetteville	AR	72704	
MOMAGENDA LLC		10 Boyd Lane			Riverside	CT	06878	
momAgenda LLC		P.O. Box 202			Old Greenwich	CT	06870	
Momentive, Inc. (SurveyMonkey)		Bank of America Lockbox Services	32330 Collections Center Drive		Chicago	IL	60693	
MOMMY WIPES		1150 N. Richfield Rd. Ste C			Anaheim	CA	92807	
Monaghan, Kathryn R.		Address on File						
Monahan, Megan		Address on File						
Monar, Aissa		Address on File						
Mondragon Jr., Sergio		Address on File						
Monegro Matias, Juan G.		Address on File						
Monetate, Inc.		325 North Saint Paul Street			Dallas	TX	75201	
Monge, Alejandrina I.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Mongia, Vishal		Address on File						
Monica Cornwell		Address on File						
Monica Lawrence		Address on File						
MONICA PEARSON		Address on File						
Monica Vasquez		Address on File						
Monica Williams		Address on File						
Moniodes, James P.		Address on File						
Monis, Rey		Address on File						
Monje, Tonya M.		Address on File						
Monkey Business Design USA LLC		900 Merchants Concourse	Suite 211		Westbury	NY	11590	
Monotype Imaging Inc.		600 Unicorn Park Drive			Woburn	MA	01801	
Monroe Jr., Bloys F.		Address on File						
Monroe, Charles W.		Address on File						
Monroe, Isabelle H.		Address on File						
Monroe, Joshua R.		Address on File						
Monroe, Treasure L.		Address on File						
Monreal, Jamie		Address on File						
Montague, Arianne		Address on File						
Montalvo, Brandon		Address on File						
Montalvo, Rudy J.		Address on File						
Montana Attorney General	Attn Bankruptcy Department	Justice Bldg	215 N. Sanders 3rd Fl	PO Box 201401	Helena	MT	59620-1401	
Montana Dept of Revenue	Unclaimed Property	PO Box 5805			Helena	MT	59604-5805	
Montanez-Denoyes, Hellen Z.		Address on File						
Monteiro, Danielle M.		Address on File						
Montero, Kareen A.		Address on File						
Monterroso, Aaron A.		Address on File						
Montes de oca, Ivan		Address on File						
Montes de oca, Juan		Address on File						
Montez, Steven		Address on File						
Montgomery County Maryland	False Alarm Reduction Section	P.O. Box 83399			Gaithersburg	MD	20883-3399	
Montgomery County Maryland		Montgomery County, MD	P.O. Box 824860		Philadelphia	PA	19182	
Montgomery County Maryland		255 N. Washington Street Suite 303			Rockville	MD	20850	
Montgomery County, Texas	False Alarm Reduction Program	P.O. Box 141568			Irving	TX	75014	
Montgomery, Jaimilyn		Address on File						
Montgomery, Jonathan P.		Address on File						
Montgomery, Jzonna T.		Address on File						
Montgomery, Sophia G.		Address on File						
Montgomery, Tiera		Address on File						
Montoya, Daniel		Address on File						
Montoya, Heather		Address on File						
Montoya, Jacob		Address on File						
Montoya, Marek		Address on File						
Montoya, Reagan M.		Address on File						
Montoya-Curi, Bryan G.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Montrose, Nina		Address on File						
Montufar, Mayra Alejandra		Address on File						
Monumental Markets, Inc.		11800 Trolley Lane			Beltsville	MD	20705	
Mood Media		PO Box 71070			Charlotte	NC	28272	
Moody III, Otis L.		Address on File						
Moody, Patricia E.		Address on File						
Moody's Investors Service		PO Box 102597			Atlanta	GA	30368-0597	
Moon, Mya M.		Address on File						
Moon, Suguey		Address on File						
Mooneyham, Brandy J.		Address on File						
Moore Jr., Vincent L.		Address on File						
Moore, Akeira		Address on File						
Moore, Alexander C.		Address on File						
Moore, Alexandria		Address on File						
Moore, Anna		Address on File						
Moore, Aunesty		Address on File						
Moore, Barika		Address on File						
Moore, Destiny C.		Address on File						
Moore, Diana		Address on File						
Moore, Erin		Address on File						
Moore, Jada S.		Address on File						
Moore, Joseph E.		Address on File						
Moore, Kathy J.		Address on File						
Moore, Kevin T.		Address on File						
Moore, Kiara		Address on File						
Moore, Kimberly		Address on File						
Moore, Lindsay		Address on File						
Moore, Shon D.		Address on File						
Moore, Stacey		Address on File						
Moore, Tasean L.		Address on File						
Moore, Tawanda		Address on File						
Moore, Taylor		Address on File						
Moore, Temeshia D.		Address on File						
Moore, Temirian		Address on File						
Moorefield, Denise		Address on File						
Moorehead, ReyAnne		Address on File						
Moorpark Village Company, LLC	c/o Caruso	101 The Grove Drive			Los Angeles	CA	90036	
Moorpark Village Company, LLC		101 The Grove Drive			Los Angeles	CA	90036	
Moosman, Arielle		Address on File						
Mora Lopez, Rigo Berto		Address on File						
Mora, Juan		Address on File						
Mora, Sandra		Address on File						
Mora-Flores, Sonia		Address on File						
Morales, Blanca I.		Address on File						
Morales, Carlos		Address on File						
Morales, Carlos S.		Address on File						
Morales, Claudia P.		Address on File						
Morales, Cynthia G.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Morales, Daniela		Address on File						
Morales, Edimary		Address on File						
Morales, Emmanuel		Address on File						
Morales, Julian R.		Address on File						
Morales, Kenia L.		Address on File						
Morales, Kevin A.		Address on File						
Morales, Lourdes A.		Address on File						
Morales, Mizraim		Address on File						
Morales, Olga R.		Address on File						
Morales, Yeniffer		Address on File						
Morales-Maldonado, Jacqueline		Address on File						
Moralita Brown, Maria L.		Address on File						
Moran, Meibol A.		Address on File						
Moran, Robert J.		Address on File						
Morehouse Sales and Use Tax Commission		P.O. Box 672			Bastrop	LA	71221-0672	
Moreno, Adrian		Address on File						
Moreno, Brian C.		Address on File						
Moreno, Emily J.		Address on File						
Moreno, Geovanny A.		Address on File						
Moreno, Gerardo		Address on File						
Moreno, Laura		Address on File						
Moreno, Lucia C.		Address on File						
Moreno, Sabrina A.		Address on File						
Moreno, Tomas R.		Address on File						
Moreno, Victoria N.		Address on File						
Moreschi, Amanda J.		Address on File						
Moretto, Amanda		Address on File						
MOREX RIBBON		25 Grumbacher Rd			York	PA	17406	
Morex Ribbon		PO Box 64446			Baltimore	MD	21264	
Morgan LI LLC		383 E 16th St			Chicago Heights	IL	60411	
Morgan, Abigail D.		Address on File						
Morgan, Brandon		Address on File						
Morgan, Bridget H.		Address on File						
Morgan, Emily R.		Address on File						
Morgan, Leslie E.		Address on File						
Morgan, Russell		Address on File						
Morgan, Thomas		Address on File						
Morgan, Victoria A.		Address on File						
Morgan-Deushane, Kelly		Address on File						
Morgan-Guggenheim, Kimberly		Address on File						
Moriarty, Conor		Address on File						
Moring, Marjorie E.		Address on File						
Morley, Lowri P.		Address on File						
Morley, Paige		Address on File						
Morlok, Samantha A.		Address on File						
Morman, Lucille		Address on File						
Morrell, Akeno		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Morrell, Bobby K.		Address on File						
Morris, Amanda		Address on File						
Morris, Carrie L.		Address on File						
Morris, Fiona		Address on File						
Morris, James		Address on File						
Morris, John H.		Address on File						
Morris, Taylor J.		Address on File						
Morris, Tyler J.		Address on File						
Morris, William H.		Address on File						
Morris-Barclay, Jamel		Address on File						
Morrison, Brian K.		Address on File						
Morrison, Caleb J.		Address on File						
Morrison, Jakayla		Address on File						
Morrison, Mary		Address on File						
Morrison, Maxwell		Address on File						
Morrison, Prudence A.		Address on File						
Morrow, Nicole A.		Address on File						
Morse, Sufonia		Address on File						
Morton, Angie R.		Address on File						
Morton-Maystein, Ronald C.		Address on File						
Moser, John M.		Address on File						
Moser, Kristen A.		Address on File						
Moses, Nakayla		Address on File						
Moss, Alexis M.		Address on File						
Moss, Ariadne		Address on File						
Mota, Juan		Address on File						
Mota, Veronica		Address on File						
Motamed, Lisa R.		Address on File						
Motes, Paisley		Address on File						
MOTIVES INTERNATIONAL (ASIA) LIMITED		M Building, 09 Street No.8, Zone A,	South New Urban Area Tan Phu Ward, District 7		Ho Chi Minh city		72908	Vietnam
Moton, Carla L.		Address on File						
Moua, Lucyhli		Address on File						
Moul, Cathy		Address on File						
Moultrie, Christopher C.		Address on File						
Moultrie, Michelle		Address on File						
Moura, Luke R.		Address on File						
Mowdy, Gwen		Address on File						
Moya, Chad D.		Address on File						
Moyemont, Shane A.		Address on File						
Moyer, Cynthia L.		Address on File						
Mpiani, Adomako		Address on File						
Mroz, Brandon		Address on File						
MS LESLIE ANN RENZULLI		Address on File						
MS ROBIN RHEA ROBERTS		Address on File						
MS Signs, Inc		280 Midland Ave	Bldg C-1, Postal Unit #128		Saddle Brook	NJ	07663	
Ms. and Mrs.(Pinch Provisions)		PO Box 1353			Arlington Heights	IL	60006	
MSC International		6700 Thimens			St. Laurent	QC	H4S1S5	Canada

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
MSC INTERNATIONAL		6700 Thimens			Montreal	QC	H4S-1S5	Canada
MSG Fire & Safety Inc		5142 West Hurley Pond Rd			Farmingdale	NJ	07727	
Muchine, Anne		Address on File						
MUD #METRO	The Woodlands Water Agency	2455 Lake Robbins Drive			The Woodlands	TX	77380	
MUD #METRO		PO Box 7580			Spring	TX	77387-7580	
Mudesir, Musa		Address on File						
Mudsi, Michael M.		Address on File						
Mueller, Dave		Address on File						
Mueller, Julia V.		Address on File						
Muex, Taylor		Address on File						
Mugrage, Nicolla		Address on File						
Muhammad, Amirah		Address on File						
Muhtashimi, Muzhgan		Address on File						
Muianga, Tania E.		Address on File						
Muiruri, Muniu		Address on File						
Mujunangoma, Rute		Address on File						
MUKIKIM LLC		6812 W Calumet Road			Milwaukee	WI	53223	
Mukonkole, Landry M.		Address on File						
Mulcahy, Sean		Address on File						
Muldoon, Connor F.		Address on File						
Muldoon, Jeremy M.		Address on File						
Muldrow, Alysia J.		Address on File						
Mull, Judith	Montlick & Associates	Chris Ostolski	17 Executive Park Drive Ste. 300		Atlanta	GA	30329	
Mull, Madison		Address on File						
Mullen, Brock		Address on File						
Mullen, Daijah M.		Address on File						
Mullen, Kristin		Address on File						
Muller, Adjanie		Address on File						
Muller-Thym, Andrew		Address on File						
Muller-Thym, Bernard J.		Address on File						
Mullins, Troy D.		Address on File						
Multiview Corporation		PO Box 373			Stratham	NH	03885	
Mumi Design		PO Box 491227			Key Biscayne	FL	33149	
MUMI DESIGN		21500 Biscayne Blvd	Suite 600		Aventura	FL	33180	
Muncy, James A.		Address on File						
Muncy, Sarah		Address on File						
Munguia, Daphne S.		Address on File						
Munoz, Gisel A.		Address on File						
Munoz, Janet C.		Address on File						
Munoz, Marina F.		Address on File						
Munsch Hardt Kopf & Harr, P.C.		500 N. Akard Street	Suite 3800		Dallas	TX	75201	
Munson, Justin		Address on File						
Munson, Kameron A.		Address on File						
Muppaneni, Sai Dileep		Address on File						
Murchison - Hume LLC		14852 Ventura Boulevard	Suite 210		Sherman Oaks	CA	91403	
MURCHISON-HUME		226 E 45th Street			Indianapolis	IN	46205	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
MURCHISON-HUME		13036 Chandler Blvd			Sherman Oaks	CA	91401	
Murillo, Adela		Address on File						
Murillo, Cassandra E.		Address on File						
Murillo, Crystal A.		Address on File						
Murillo, Jonatan		Address on File						
MURPHY & DAUGHTERS		1A Hopetoun grove			South Yarra	VIC	3141	Australia
Murphy, Catherine A.		Address on File						
Murphy, Cynthia		Address on File						
Murphy, Dashia L.		Address on File						
Murphy, DeMarius		Address on File						
Murphy, Devon		Address on File						
Murphy, Ian P.		Address on File						
Murphy, Jeanine M.		Address on File						
Murphy, Kimberly A.		Address on File						
Murphy, Tatum W.		Address on File						
Murphy, Timothy F.		Address on File						
Murphy, Timothy P.		Address on File						
Murphy-Anthony, Christian D.		Address on File						
Murphy-Petersen, Devon M.		Address on File						
Murray Campbell, Jimena		Address on File						
Murray City Corporation, UT		PO Box 57919			Murray	UT	84157-0919	
Murray City Corporation, UT		10 E 4800 S, Room 160			Murray	UT	84107	
Murray, Adelaide		Address on File						
Murray, Alicia J.		Address on File						
Murray, Golda M.		Address on File						
Murray, Jason		Address on File						
Murray, Julia L.		Address on File						
Murray, Katelyn		Address on File						
Murray, Margaret N.		Address on File						
Murray, Scott W.		Address on File						
Murray, Sharhonda D.		Address on File						
Murray, Taylor		Address on File						
Murray, Whitney W.		Address on File						
Murray, Zariyah		Address on File						
MURUGANANDAM SIVARAJU		Address on File						
Musawwir, Jessica D.		Address on File						
Mushahidi, Muctadir		Address on File						
Musliovski, Shekeria		Address on File						
MUSTARD LONDON LIMITED		Unit 11, Bizspace,	4-6 Wadsworth Road,	Greenford	Middlesex		UB6 7JJ	United Kingdom
Mutone, Katlyn		Address on File	Perivale					
MWC Retail D, LLC	Attn Bethany Chang	4700 Wilshire			Los Angeles	CA	90010	
MWC Retail, LLC	Nitin Motwani	One Town Center Rd, Ste 600			Boca Raton	FL	33486	
MWC Retail, LLC	Nitin Motwani	450 N. Roxbury Dr, Suite 725			Beverly Hills	CA	90210	
MY CHARGE		2201 E Cerritos Ave			Anaheim	CA	92806	
MY CHARGE		123 W Brown Street			Birmingham	MI	48009	
My Home SOS LLC		3814 Forest Creek Drive			Round Rock	TX	78664	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
My Little Tea Kettle LLC, DBA TEASPRESSA		2519 N 16th St			Phoenix	AZ	85006	
Myckenzee Kunn		Address on File						
MyDormDoc, LLC		2186 Jackson Keller Rd			San Antonio	TX	78213	
Myers, Krystal		Address on File						
Myers, Robert J.		Address on File						
Myers, Sean P.		Address on File						
Mylander, Elizabeth H.		Address on File						
Myles, Alexander T.		Address on File						
Myles, Jade		Address on File						
Myles, Kenneth R.		Address on File						
Myles, Robert		Address on File						
MYSTIC HULA, LLC/ SDRAW		PO Box 92613			Austin	TX	78704	
MYTAGALONGS USA, INC.		5905 rue Kieran			Montreal	QC	H4S0A3	Canada
N Khasat		Address on File						
N.J. Malin & Associates, Inc.		P.O. Box 843860			Dallas	TX	75284-3860	
NA Properties	PR Avalon Phase I Owner, LLC	c/o PGIM Real Estate	655 Broad Street		Newark	NJ	07102	
NA Properties	PR Avalon Phase I Owner, LLC	c/o North American Properties	1175 Peachtree Street, Suite 1650		Atlanta	GA	30361	
NA Properties	PR Avalon Phase I Owner, LLC	c/o PGIM Real Estate	3350 Peachtree Road NE		Atlanta	GA	30326	
NA Properties	PR Avalon Phase I Owner, LLC	1175 Peach Street Street, Suite 1650			Atlanta	GA	30361	
Nabholz Construction Corporation		P.O. Box 2090			Conway	AR	72033	
Nachampassack, Benjamin		Address on File						
Nagorski, Katarzyna		Address on File						
Nahigian, Robert C.		Address on File						
Nakanishi, Steve		Address on File						
NALGE COMPANY		1600 Lexington Avenue			Rochester	NY	14625	
NALGE COMPANY		75 Panorama Creek Drive			Rochester	NY	14625	
Nalge Nunc International		P.O. Box 96296			Chicago	IL	60693	
NAM NGAI HONG CO., LTD.		26-36 Soi Jaroennakorn 32/1	Klongsarn		Bangkok		10600	Thailand
Nam Yi		Address on File						
Nameer Kazzaz	Tammy Boyd Administrative Specialist II	State of Delaware Department of Labor Division of Industrial Affairs	Office of Anti-Discrimination	4425 North Market Street, 3rd Floor	Wilmington	DE	19802	
Nameer Kazzaz		Address on File						
NANCY C COTTA		Address on File						
NANCY DOCKAL		Address on File						
NANCY DYER		Address on File						
Nancy Evans Dec Of Trt		Address on File						
Nanton, Akiil K.		Address on File						
Naomi Radner		Address on File						
Napa Auto Parts		PO Box 848033			Dallas	TX	75284	
NAPO Chicago		PO Box 409157			Chicago	IL	60640	
Naranjo, Bryanna C.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Naranjo, Jason D.		Address on File						
Narayanan, Damayanti		Address on File						
Nardolillo, Brenda M.		Address on File						
NARE Foundry Management LLC		27 N. Green St.			Chicago	IL	60607	
Narm, Monica		Address on File						
Narvar, Inc.		Dept LA 25143			Pasadena	CA	91185	
Nase, Victoria C.		Address on File						
Nashville Electric Service		1214 Church Street			Nashville	TN	37246	
Nashville Electric Service		PO Box 305099			Nashville	TN	37230-5099	
Natalie Russell		Address on File						
Natareno, Christian		Address on File						
NATASHA SINGLETON		Address on File						
Natasha Waites		Address on File						
Natchitoches Tax Commission		P.O. Box 639			Natchitoches	LA	71458-0639	
Nath, Narissa		Address on File						
Nathan Mason		Address on File						
National Apartment Association		4300 Wilson Blvd. Suite 800			Arlington	VA	22203	
National Breast Cancer Foundation, Inc.		2600 Network Blvd., Suite 300			Frisco	TX	75034	
National Federation of the Blind on behalf of Mark Cadigan, Mika Pyyhkala, Lisa Irving and others	Jana Eisinger, Esq.	Law Office of Jana Eisinger, PLLC	4610 South Ulster Street, Suite 150		Denver	CO	80237	
National Federation of the Blind on behalf of Mark Cadigan, Mika Pyyhkala, Lisa Irving and others	Jeremy Y. Weltman, Esq. Adam G. Gutbezah, Esq.	Ruberto, Israel & Weiner, P.C.	255 State Street, 7th Floor		Boston	MA	02109	
National Federation of the Blind on behalf of Mark Cadigan, Mika Pyyhkala, Lisa Irving and others	Lynn R. Agre	GLENN AGRE BERGMAN & FUENTES LLP	44 MONTGOMERY STREET, SUITE 2410		SAN FRANCISCO	CA	94104	
National Federation of the Blind on behalf of Mark Cadigan, Mika Pyyhkala, Lisa Irving and others	Peter Craig Netburn, Esq. Kevin John OConnor, Esq.	Clyde and Co US LLP	265 Franklin St, Suite 802		Boston	MA	02110	
National Federation of the Blind on behalf of Mark Cadigan, Mika Pyyhkala, Lisa Irving and others	Timothy Elder, Esq.	TRE LEGAL PRACTICE, LLC	1155 Market Street, 10th Floor		San Francisco	CA	94103	
National Glazing Solutions LLC		981 Joseph E. Lowery Blvd NW	Suite 106		Atlanta	GA	30318	
National Grid - Pittsburgh		PO Box 371338			Pittsburgh	PA	15250-7338	
National Grid - Pittsburgh		PO Box 371382			Pittsburgh	PA	15250-7382	
National Grid - Pittsburgh		175 East Old Country Rd			Hicksville	NY	11801	
National Hose Acquisition Corp		1326 W Carrier Way			Grand Prairie	TX	75050	
National Lift Truck		3333 Mount Prospect Road			Franklin Park	IL	60131	
National Orders Inc.		4821 N. Grady Ave			Tampa	FL	33614	
National Retail Federation		P.O. Box 823953			Philadelphia	PA	19182	
National Retail Properties, LP		450 South Orange Avenue	Suite 900		Orlando	FL	32801	
National Retail Properties, LP		PO Box# 947205			Atlanta	GA	30394	
National Union Fire Insurance Company of Pittsburgh, PA	AIG, Financial Lines Claims	PO Box 25947			Shawnee Mission	KS	66225	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
National Union Fire Insurance Company of Pittsburgh, PA		1271 Ave of the Americas, FL 37			New York	NY	10020-1304	
National Union Fire Insurance Company of Pittsburgh, PA		600 N. Pearl Street, Suite 700			Dallas	TX	75201	
Nations, Gregory M.		Address on File						
NATIVE UNION		146 Rue Montmartre			Paris		75002	France
NATIVE UNION		33/F, 88 Hing Fat Street			Hong Kong		0000	China
Naturally Clutter Free Inc		1653 Penny Lane			Bartlett	IL	60103	
Naughton, Reagan		Address on File						
Naukam, Diane M.		Address on File						
Nault, Sandra D.		Address on File						
Naumann Hobbs Material Handling Corporation		PO Box 29201 MSC-749			Phoenix	AZ	85038	
Naumu, Mckay		Address on File						
Nauta, Candace M.		Address on File						
Nauta, Jodi L.		Address on File						
Nauta, Michael S.		Address on File						
Nava Orellana, Jennifer		Address on File						
Nava, Mariano		Address on File						
Navarro, Christopher K.		Address on File						
Navarro, Monica I.		Address on File						
Navas, Stephanie		Address on File						
Nave, Chanel		Address on File						
Navejar, Alexandra		Address on File						
NAVEX Global		PO Box 60941			Charlotte	NC	28260-0941	
Navigators Insurance Company	Laura Rauba	Excess Casualty Division	227 West Monroe St, 45th Floor		Chicago	IL	60606	
Navisite LLC		400 Minuteman Road			Andover	MA	01810	
Nawabi, Madena		Address on File						
Nazareno, Lisa E.		Address on File						
NB Global Imports		1 East Erie St., Unit 525-5571			Chicago	IL	60611	
NBB5 Consulting, LLC		808 Sardis Ln			Charlotte	NC	28270	
Ndenga, Musha C.		Address on File						
Ndoye, Sokhna		Address on File						
Ndukwe, David C.		Address on File						
NEAL GRAUMANN		Address on File						
Neal, Carolyn		Address on File						
Neal, Elizabeth M.		Address on File						
Neal, Nichole M.		Address on File						
Neal, Nya T.		Address on File						
Neal, Spencer		Address on File						
Nealey, Michelle		Address on File						
NEAT Method Macon		1217 Deer Run Trail			Perry	GA	31069	
Neat With Knight, LLC		20 Deer Run			Miami Springs	FL	33166	
Neatly Embellished LLC		14209 Goose Street			Eastvale	CA	92880	
Nebraska Attorney General	Attn Bankruptcy Department	2115 State Capitol	P.O. Box 98920		Lincoln	NE	68509	
Nebraska Dept. of Revenue		P.O. Box 98934			Lincoln	NE	68509-8934	
Nebraska State Treasurer	Unclaimed Property Division	809 P St			Lincoln	NE	68508-1390	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Nederman		4404 Chesapeake Drive			Charlotte	NC	28216	
Needham, Connor		Address on File						
Neel, Bradley E.		Address on File						
Neel, Cyrus		Address on File						
Neeley, Marva		Address on File						
Neely, Jeffery A.		Address on File						
Neely, Jewelle		Address on File						
Neese, Jeffrey		Address on File						
Neff, Traci L.		Address on File						
Negrete, Matthew L.		Address on File						
Neil, Neceta		Address on File						
Neily Jimenez		Address on File						
Neiman, Amy S.		Address on File						
Nein, Amanda A.		Address on File						
Neisler, Maria Thereza N.		Address on File						
Nelsen, Allison		Address on File						
Nelson, Anthony A.		Address on File						
Nelson, Brenda J.		Address on File						
Nelson, Conner		Address on File						
Nelson, Jonathan		Address on File						
Nelson, Kwanis		Address on File						
Nelson, Leslie		Address on File						
Nelson, Lori		Address on File						
Nelson, Sara		Address on File						
Nelson, Steven R.		Address on File						
Nelson, Tiyreke J.		Address on File						
Nelson, Wendy M.		Address on File						
NEOFLAM AMERICAS		B 327-335, No.188 DongHanMen South Road, YuYao, ZheJiang			ZheJiang	CA	92653	China
NEST International		550 Crescent Boulevard			Gloucester City	NJ	08030	
Nested Organization & Design Inc.		53 Great Pond Drive			Boxford	MA	01921	
Netherton, Carson C.		Address on File						
NetSupport Inc		6120 Windward Parkway	Suite 240		Alpharetta	GA	30005	
Network Solutions		P.O. Box 17305			Baltimore	MD	21297-0525	
Neuburger, Jordan		Address on File						
Neuhalfen, Jennifer H.		Address on File						
Neuhalfen, Nicholas		Address on File						
Neuman, Jeffrey		Address on File						
Neumann, Charles J.		Address on File						
Neumiller, Melody		Address on File						
Neustadt Kardon, Michelle H.		Address on File						
Nevada Attorney General	Attn Bankruptcy Department	Old Supreme Ct. Bldg.	100 N. Carson St		Carson City	NV	89701	
Nevada Department of Taxation		1550 College Pkwy Suite 115			Carson City	NV	89706	
Nevada Office of the State Treasurer	Unclaimed Property Division	Grant Sawyer Bldg	555 E Washington Ave Ste 4200		Las Vegas	NV	89101	
Nevada Power Company DBA NV Energy		PO Box 98910			Las Vegas	NV	89151-0001	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Nevada Power Company DBA NV Energy		6226 W. Sahara Ave.			Las Vegas	NV	89146	
NEW ARRIVA CO., LTD.		131 SOI CHAROENRAT 7 YAEK 7	BANGKLO,BANGKOLEAM,		BANGKOK		10120	Thailand
New Arriva Co., Ltd.		599/118-119 Soi Watchannai	Pradue 1 Rd., Bangklo, Bangkoklaem		Bangkok		10120	Thailand
New Benefits, LTD		14240 Proton Rd			Dallas	TX	75244	
New Hampshire Attorney General	Attn Bankruptcy Department	33 Capitol St.			Concord	NH	03301	
New Hampshire Department of Justice	Charitable Trusts Unit	33 Capitol Street			Concord	NH	03301	
New Hampshire Department of Revenue		109 Pleasant Street			Concord	NH	03301	
New Hampshire State Treasury	Abandoned and Unclaimed Property	25 Capitol St, Room 121			Concord	NH	03301	
New Jersey American Water Company		P.O. Box 371331			Pittsburgh	PA	15250-7331	
New Jersey American Water Company		1 Water Street			Camden	NJ	08102	
New Jersey Attorney General	Attn Bankruptcy Department	Richard J. Hughes Justice Complex	25 Market St	PO Box 080	Trenton	NJ	08625-0080	
New Mexico Attorney General	Attn Bankruptcy Department	408 Galisteo St	Villagra Building		Santa Fe	NM	87501	
New Mexico Gas Company		PO Box 27885			Albuquerque	NM	87125-7885	
New Mexico Gas Company		1625 Rio Bravo SW Suite 27 87105			Albuquerque	NM	87105	
New Mexico Secretary of State		325 Don Gaspar STE 300			Santa Fe	NM	87501	
New Mexico Taxation and Revenue Dept	Unclaimed Property Office	1200 South St Francis Dr			Santa Fe	NM	87504	
New York Attorney General	Attn Bankruptcy Department	Office of the Attorney General	The Capitol, 2nd Fl.		Albany	NY	12224-0341	
New York City Department of Finance		P.O. Box 5040			Kingston	NY	12402-5040	
New York Life Insurance Company		51 Madison Avenue Room 207			New York	NY	10010	
New York State Corporation Tax		Processing Unit P. O. Box 1909			Albany	NY	12201-1909	
New York State Corporation Tax		P. O. Box 1909			Albany	NY	12201-1909	
New York State Ofc of theState Comptroller	Ofc of Unclaimed Fund-Remittance Control	110 State Street-2nd floor			Albany	NY	12236	
New York State Office of the State Comptroller	Office of Unclaimed Funds	110 State St			Albany	NY	12236	
New York State Sales Tax		P.O. Box 1208			New York	NY	10116-1208	
New York State Sales Tax		JAF Building	P.O. Box 1208		New York	NY	10116-1208	
NewAlley Innovations, Inc.		9854 National Blvd #545			Los Angeles	CA	90034	
Newbridge Marketing, LLC		3303 N. Mississippi Avenue	Suite 500		Portland	OR	97227	
Newby, Jason D.		Address on File						
Newell Brand Distribution LLC		75 Remittance Drive, Suite 1167			Chicago	IL	60675-1167	
NEWELL BRAND DISTRIBUTION LLC		6655 Peachtree Dunwoody Road			Atlanta	GA	30328	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Newell Normand Sheriff and Tax Collector		PO Box 248			Gretna	LA	70054	
Newsom, Melissa		Address on File						
Newsome, Linda		Address on File						
Newton, Chelsea L.		Address on File						
Newton, Genesis Z.		Address on File						
Newton, Jackeline		Address on File						
Newton, Jennifer K.		Address on File						
Nexis3		1681 Lyell Ave,			Rochester	NY	14606	
NextStep Recruiting, LLC		4400 State Hwy 121	Suite 300-378		Lewisville	TX	75056	
Ney, Patricia R.		Address on File						
Nez, Matthew A.		Address on File						
NFI Industries		3663 Oates Rd			Houston	TX	77013	
Ngala, Ronald S.		Address on File						
Ngo, Kien T.		Address on File						
Ngo, Melissa		Address on File						
Ngo, Patrick		Address on File						
Ngome, Michelle		Address on File						
Ngongpan, Hubert C.		Address on File						
Ngu, Mike		Address on File						
Nguyen, Brenda		Address on File						
Nguyen, Chanelle		Address on File						
Nguyen, Christy		Address on File						
Nguyen, Dennis H.		Address on File						
Nguyen, Huy A.		Address on File						
Nguyen, John		Address on File						
Nguyen, John Q.		Address on File						
Nguyen, Phetdala		Address on File						
Nguyen, Steve M.		Address on File						
Nguyen, Thao-Vy		Address on File						
Nguyen, Tina		Address on File						
Ngwakwe, Anthony		Address on File						
Nicasio-Gino, Claire		Address on File						
Nicholson, Easton L.		Address on File						
Nicholson, Sarah M.		Address on File						
Nichoson, Gabrielle		Address on File						
Nickinello, Nancy L.		Address on File						
Nicks Landscaping		28 Andover Road			Hartsdale	NY	10530	
Nicol Scales & Measurement		PO Box 222288			Dallas	TX	75222-2288	
Nicole Barger		Address on File						
Nicole Beth Otto		Address on File						
Nicole Beverly -Simply Seaside Organizing LLC		85 Via Cartaya			San Clemente	CA	92673	
Nicole Cerami		Address on File						
Nicole Cole DBA Polished Playhouse, LLC		Address on File						
NICOLE HUNTER		Address on File						
Nicole Jackson		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Nicole Longo LLC		13071 Bluff Creek Drive			Los Angeles	CA	90094	
Nicole Patterson		Address on File						
Nicor Gas	c/o Southern Company	30 Ivan Allen Jr. Boulevard, N.W.			Atlanta	GA	30308	
Nicor Gas		PO Box 5407			Carol Stream	IL	60197-5407	
Nicor Gas		PO BOX 2020			Aurora	IL	60507-2020	
Nicoud, Shay B.		Address on File						
Niederhauser, Scott C.		Address on File						
Nielsen, Anne B.		Address on File						
Nielsen, Evan A.		Address on File						
Nielsen, John M.		Address on File						
Niesen, Lisa M.		Address on File						
Nieto Giovanini, Gretchen G.		Address on File						
Nieto, Carol A.		Address on File						
Nieves, Glynnis D.		Address on File						
Nieves, Nickolas F.		Address on File						
NIFTY HOME PRODUCTS, INC.		50 Walnut Ave.			Madison Lake	MN	56063	
NIFTY HOME PRODUCTS, INC.		920 Walnut Ave.			Madison Lake	MN	56063	
NIKKI BOURLAND		Address on File						
Nikki Cherian		Address on File						
Nilak, Ojas		Address on File						
Nimetz, Susan		Address on File						
Nimmons, Cheaunthena		Address on File						
NINGBO DELI IMP.&EXP.CO.,LTD.		301 Xuxiake Rd., Deli Xinling Industrial Zone,	Ninghai County, Ningbo		Zhejiang		315600	China
NINGBO SYLOON IMP & EXP CO., LTD		No.2, Zhenxing Road, Xiaogang			Ningbo		315803	China
NINGBO VACANE IMPORT & EXPORT CO., LTD.		No 132,Chenzhan West Road,Huangtan town,Ninghai,Ningbo,			Zhejiang		315600	China
Nipper, Elizabeth L.		Address on File						
Nita Lafferty		Address on File						
Nitchman, Veronica		Address on File						
Nite Ize, Inc.		5660 Central Ave			Boulder	CO	80301	
Nix, Kimberly		Address on File						
Nix, Lauren		Address on File						
Njuguna, Elijah		Address on File						
Nkwonta, Christie C.		Address on File						
NM NYC LLC		154 Avenue E, Apt C-106			Bayonne	NJ	07002	
NM Taxation and Revenue Department		PO Box 25128			Santa Fe	NM	87504-5128	
NMR DISTRIBUTION AMERICA		28912 Avenue Paine			Valencia	CA	91355	
Nodley, Christina S.		Address on File						
Nodpod		4335 Pacific St. Suite C			Rocklin	CA	95677	
Noe, Caitlin C.		Address on File						
Noel I, Walter G.		Address on File						
Noel, Takasia		Address on File						
Noell Cain		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Noemi Mendez		Address on File						
Noertker, Cadee L.		Address on File						
Nolasko-Lopez Jr., Oscar A.		Address on File						
Nolker, John O.		Address on File						
Nori Inc.		499 Silvermine Road			New Canaan	CT	06840	
Noriega, Sixto		Address on File						
NORINE RUDOLPH		Address on File						
Norise, Jayla		Address on File						
Norman II, Steven A.		Address on File						
Norman, Briana N.		Address on File						
Norman, Jaylon D.		Address on File						
Norman, Xander		Address on File						
Norris, Deborah L.		Address on File						
Norris, Michael		Address on File						
Norris, Ryan		Address on File						
Norris, Trinitee		Address on File						
North & Clybourn L.L.C.		401 N. Michigan Ave Suite 1750			Chicago	IL	60611	
North American Parking, LLC		73 Market Street	Suite 145		Yonkers	NY	10710	
North Carolina Attorney General	Attn Bankruptcy Department	9001 Mail Service Center			Raleigh	NC	27699-9001	
North Carolina Department of Revenue		PO Box 25000			Raleigh	NC	27640-0700	
North Carolina Department of State Treasurer		3200 Atlantic Avenue			Raleigh	NC	27604-1668	
North Carolina Dept of State Treasurer	Unclaimed Property Division	PO Box 20431			Raleigh	NC	27619-0431	
North Carolina Secretary of State	Secretary of State	PO Box 29622			Raleigh	NC	27626	
North Carolina Secretary of State		PO Box 29622			Raleigh	NC	27626-0622	
North Dakota Attorney General	Attn Bankruptcy Department	600 E. Boulevard Ave.	Dept 125		Bismarck	ND	58505-0040	
North Dakota State Land Dept	Unclaimed Property Division	1707 N 9th St			Bismarck	ND	58501-1853	
North Dakota State Tax Commissioner		PO Box 5623			Bismarck	ND	58506	
North Hills School District Tax Office		135 Sixth Avenue			Pittsburgh	PA	15229	
North Shore Gas		PO Box 6050			Carol Stream	IL	60197-6050	
North Shore Gas		200 E. Randolph St.			Chicago	IL	60601-6302	
Northbrook SUB, LLC	Central States Equities Region	Principal Real Estate Investors, LLC	801 Grand Ave		Des Moines	IA	50392-1370	
NorthWest Handling Systems, Inc.		PO Box 749861			Los Angeles	CA	90074-9861	
Northwestern Mutual Life Insurance Company	Attn Real Estate Inv. Dept, Loan 344090	720 E. Wisconsin Ave			Milwaukee	WI	53202	
Norton, Brenda T.		Address on File						
Norton, Janice		Address on File						
Norton, Mia C.		Address on File						
NOSHINKU INC		Noshinku Inc.	5-26 46th Ave Flr 3		Long Island City	NY	11101	
NOSHINKU INC		5-26 46th Ave	FLR 3		Long Island City	NY	11101	
Noshinku, Inc.		526 46th Ave. Floor 3			Long Island City	NY	11101	
NOTABAG		320 East 65th Street	Suite 624		New York	NY	10065	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Notabag		12224 Aiken Rd Ste 311			Louisville	KY	40223	
Notarianni, Robin M.		Address on File						
Noted, LLC.		PO Box 37			West Simsbury	CT	06092	
Notes & Queries		9003 Yellow Brick Road			Baltimore	MD	21237	
Notes Candles LLC		951 S Pine Street			Spartanburg	SC	29302	
Nottie, Raynett		Address on File						
Novak, Deborah S.		Address on File						
Novakovich, Samantha		Address on File						
Novich, Kathleen J.		Address on File						
Novogradac, Alexandra L.		Address on File						
Novum		300 W. Valley Blvd	#A20		Alhambra	CA	91803	
NOVUS 2 LLC		650 Pelham Blvd	Suite 100		St. Paul	MN	55114	
NOVUS INC.		650 Pelham Blvd	Ste. 100		Saint Paul	MN	55114	
Nowlin, Kelsey R.		Address on File						
NRG Software, LLC		179 Broadway			Milwaukee	WI	53202	
Nugent, Levi D.		Address on File						
Nugent, Monica		Address on File						
Nunemaker, Zoe K.		Address on File						
Nunez paulino, Alonzo		Address on File						
Nunez, Belinda		Address on File						
Nunez, Eliza		Address on File						
Nunez, Miguel A.		Address on File						
Nunez, Muneera		Address on File						
Nunez, Yameli		Address on File						
Nunley, Chandler		Address on File						
Nunley, Gage		Address on File						
Nunn, Morgan		Address on File						
Nunziato, Brooke		Address on File						
NV Energy/30150 South Nevada		PO Box 30150			Reno	NV	89520-3150	
NW Natural		PO BOX 6017			Portland	OR	97228-6017	
NW Natural		250 SW Taylor St.			Portland	OR	97204	
Nylen, Kenneth W.		Address on File						
NYS Unemployment Insurance		PO Box 4301			Binghamton	NY	13902-4301	
NYSE Market, Inc		Box #223695			Pittsburgh	PA	15251-2695	
Nzeme, Dennis T.		Address on File						
O Neill, James P.		Address on File						
O.C. Tanner Recognition Company		1930 South State Street			Salt Lake City	UT	84115-2311	
o9 Solutions, Inc.		1501 Lyndon B Johnson Freeway, Suite 140			Dallas	TX	75234	
Oakbrook Glass Center Inc.		962 Oak Creek Drive			Lombard	IL	60148-5789	
Oakbrook Shopping Center LLC		SDS-12-2892	PO Box 86		Minneapolis	MN	55486-2892	
Oakbrook Shopping Center, LLC	c/o Brookfield Properties	350 N. Orleans St.	Oakbrook Center		Chicago	IL	60654-1607	
Oakbrook Shopping Center, LLC		100 Oakbrook Center	Oakbrook Center		Oak brook	IL	60523	
OAKFAIR INDUSTRIAL, INC.		96 Linwood Plaza #325			Fort Lee	NJ	07024-3701	
Oakfair Industrial, LLC		#325 96 LINWOOD PLAZA			FORT LEE	NJ	07024	
Oakley, Tiona V.		Address on File						
Oates, Courtney J.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Oberhuber, Shayne E.		Address on File						
Oberly, Lisa A.		Address on File						
Oblak, Joan M.		Address on File						
Obrovac, Frances A.		Address on File						
Ocampo, Frances		Address on File						
Ocean, Sailor		Address on File						
Ocegueda, Athziri		Address on File						
OCG Products, LLC		28 Olmsted St			Birmingham	AL	35242	
Ochoa Sr., Edvin		Address on File						
Ochoa, Amelia		Address on File						
Ochoa, Cynthia		Address on File						
Ochs, Tanner		Address on File						
OConnor, Grace A.		Address on File						
OConnor, Nora		Address on File						
Octopus Deploy Pty. Ltd.		Level 4, 199 Grey St			South Brisbane	QLD	4101	Australia
Odems, Ledarius		Address on File						
Odom, Tajaylah L.		Address on File						
Odom, William R.		Address on File						
ODonnell, Caleigh		Address on File						
ODonnell, Dianne M.		Address on File						
ODonnell, Natalie		Address on File						
ODonnell, Tamara		Address on File						
Oestreicher, Veronica K.		Address on File						
Office Depot, Inc.		PO Box 70025			Los Angeles	CA	90074-0025	
Office of Alabama State Treasurer	Unclaimed Property Division	RSA Union Building	100 North Union Street Suite 636		Montgomery	AL	36104	
Office of Colorado State Treasurer	The Great Colorado Payback Office	200 E. Colfax Ave. Room 141			Denver	CO	80203-1722	
Office of the Commissioner of Financial Institutions	Unclaimed Property	PO Box 11855			San Juan	PR	00910-3855	
Office of the Illinois State Treasurer	Unclaimed Property Division	P.O. Box 19496			Springfield	IL	62794-9496	
Office of the Kansas State Treasurer	Reporting Section	900 SW Jackson, Suite 201			Topeka	KS	66612	
Office of the State Treasurer of Illinois	Unclaimed Property Division	Marine Bank Building	1 East Old State Capitol Plaza		Springfield	IL	62701	
Ofwono, Alfred R.		Address on File						
OG&E -Oklahoma Gas & Electric Service		P.O. Box 24990			Oklahoma City	OK	73124-0990	
OG&E -Oklahoma Gas & Electric Service		321 North Harvey			Oklahoma City	OK	73102-3405	
Ogletree, Deakins, Nash, Smoak & Stewart, PC		50 International Drive	Patewood IV, Suite 300		Greenville	SC	29615	
Ogletree, Gregory A.		Address on File						
Ogren, Anna		Address on File						
Ogretta Ellis		Address on File						
Ogunleye, Taiwo J.		Address on File						
Ohio Attorney General	Attn Bankruptcy Department	50 E. Broad Street 17th Fl			Columbus	OH	43215	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Ohio Bureau of Workers Compensation		30 West Spring Street			Columbus	OH	43215-2256	
Ohio Dept of Commerce	Division of Unclaimed Funds	77 South High St 20th Fl			Columbus	OH	43215-6108	
Ohle-Rolls, Ariana		Address on File						
Oister, Sarah C.		Address on File						
Oje Alexis		Address on File						
Ojeda, Ivanna		Address on File						
Ojuolape, Teniola		Address on File						
Okada, Joanne K.		Address on File						
OKeefe, Timothy P.		Address on File						
OKelley, Kathy P.		Address on File						
Oklahoma Attorney General	Attn Bankruptcy Department	313 NE 21st St			Oklahoma City	OK	73105	
Oklahoma County Treasurer		PO Box 268875			Oklahoma City	OK	73126	
Oklahoma Natural Gas Co Kansas City		15 East Fifth Street			Tulsa	OK	74103	
Oklahoma Natural Gas Co Kansas City		PO Box 219296			Kansas City	MO	64121-9296	
Oklahoma Secretary of State		421 N.W. 13th Suite 210			Oklahoma City	OK	73103	
Oklahoma State Treasurer	Unclaimed Property Division	9520 N. May Ave., Lower Level			Oklahoma City	OK	73120	
Oklahoma Tax Commission		P.O. Box 269045			Oklahoma City	OK	73126	
Okonkwo, Miracle		Address on File						
Okoye, Tiffany N.		Address on File						
Okpara, Jessica K.		Address on File						
Okunas, Sima		Address on File						
Olais, Alondra		Address on File						
Olaniyi, Olatunde M.		Address on File						
Olde Thompson, LLC		3250 Camino Del Sol			Oxnard	CA	93030	
Oldfield, Patricia W.		Address on File						
Olguin, Nataly A.		Address on File						
OLIBLOCK		380 cumberland street			san francisco	CA	94114	
Oliblock		101 Point Lobos Avenue, Suite#307			San Francisco	CA	94121	
Olinger, Carrie L.		Address on File						
Olivares Cabrera, Cinthia L.		Address on File						
Olivares, Alejandra T		Address on File						
Olivarez Morneo, Jazmin E.		Address on File						
Olive Wren Inc		169 Madison Ave #2320			New York	NY	10016	
OLIVE WREN INC		108 Sonrisa Dr			Liberty Hill	TX	78642	
Oliveira, Lauren		Address on File						
Oliveira, Sara		Address on File						
Oliver Rodriguez		Address on File						
Oliver, Boston		Address on File						
Oliver, Jatoya		Address on File						
Oliver, Rachel C.		Address on File						
Oliver, Stephanie E.		Address on File						
Olivera, Nichole		Address on File						
Olivera, Patricia		Address on File						
Oliveri, Michael A.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Oliveri, Shelby C.		Address on File						
Olivieri, Anna V.		Address on File						
Olivo, Cynthia		Address on File						
Ollivier Gershkovich, Manon		Address on File						
Olmos, Roxanne		Address on File						
Olsen, Gregory A.		Address on File						
Olsen, Laura		Address on File						
Olson Visual, Inc		13000 Weber Way			Hawthorne	CA	90250	
Olson, Isabel B.		Address on File						
Olson, Joss T.		Address on File						
Olson, Rachel A.		Address on File						
Olson, Tucker		Address on File						
Olvera, Estefany		Address on File						
Olympia International LLC		10624 S Eastern Ave STE A723			Henderson	NV	89052	
OMalley Chow, Catherine M.		Address on File						
OMalley, Barbara		Address on File						
OMY Design & Play, Inc.		18 Olsen Road			Rhinebeck	NY	12572	
On Set Management		5306 Goodwin Ave			Dallas	TX	75206	
ONE HOME BRANDS		104 W 27th Street Floor 7			New York	NY	10001	
One Home Brands, Inc		4 W 16th St	Apt 5B		New York	NY	10011	
One Hundred 80 Degrees		PO Box 11387			St. Paul	MN	55111	
One Parking 150 Roosevelt, Inc		477 South Rosemary Ave			West Palm Beach	FL	33401	
ONeal, Jessica L.		Address on File						
ONeill, John W.		Address on File						
Ong, Melody P.		Address on File						
Ontis, Abby		Address on File						
OOCL Logistics USA Inc.		88 Pine Street 17th Floor			New York	NY	10005	
Ooi Seng Eng, FNU		Address on File						
Opak, Andrew		Address on File						
OPEN MIND DEVELOPMENTS CORP DBA LOMI		87 Winding Way			Woodcliff Lake	NJ	07677	
Open Mind Developments Corp DBA Lomi		604-460 Doyle Ave			Kelowna	BC	V1Y0C2	Canada
OpenEdge Merchant Services		2436 W 700 S			Pleasant Grove	UT	84062	
OpenSesame Inc.		PO Box 771470			St. Louis	MO	63177	
Operation Organize Me Simplify Me		450 S. Abel St.	PO Box 360129		Milpitas	CA	95035	
Operchuck, Alina J.		Address on File						
Opopop, Inc.		2890 S Vallejo St.			Englewood	CO	80110	
Oppelt-Berggoetz, Saide K.		Address on File						
Optimum Technologies, Inc		PO Box 1537			Cartersville	GA	30120	
OPTIMUM TECHNOLOGIES, INC.		P. O. Box 1537	570 Joe Frank Harris Parkway		Cartersville	GA	30120	
OPTO International, Inc.		1325 N Mittel Blvd			Wood Dale	IL	60191	
Oquendo Callamo, Yuricma		Address on File						
Oquendo, Natali M.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Oracle America Inc		PO Box 203448			Dallas	TX	75320-3448	
Orange Circle Studio Corporation		8687 Research Drive	Suite 150		Irvine	CA	92618	
Orange County Tax Collector		P.O. Box 1982			Santa Ana	CA	92702	
Orange County Tax Collector		PO Box 1438			Santa Ana	CA	92702	
Orange County, FL Tax Collector		PO Box 545100			Orlando	FL	32854	
Oravetz, Stuart		Address on File						
ORBIS CORPORATION		39 WESTMORE DRIVE			REXDALE	ON	M9V 3Y6	Canada
ORBIS Corporation		1801 Parkview Drive 1st Floor			Shoreview	MN	55126	
ORBIS CORPORATION		1055 Corporate Center Drive			Oconomowoc	WI	53066	
Ordonez, Gelber		Address on File						
Ordonez, Melissa		Address on File						
Ore, Sydney D.		Address on File						
Oregon Attorney General	Attn Bankruptcy Department	1162 Court St. NE			Salem	OR	97301-4096	
Oregon Department of Revenue		P.O. 14800			Salem	OR	97309-0920	
Oregon Department of Revenue		867 Hawthorne Ave. SE			Salem	OR	97301	
Oregon Dept of State Lands	Oregon State Treasury Unclaimed Property Program	867 Hawthorne Ave. SE			Salem	OR	97301	
Oreziak, Kahlan		Address on File						
Orf, Barbara J.		Address on File						
Organized by Blaire, LLC		151 Golfview Drive			Tequesta	FL	33469	
Organizing by Ali, LLC		11 Hurst Rd.			Wilmington	DE	19803	
Orient Overseas Container Line Limited		10913 South River Front Parkway	Suite 200		South Jordan	UT	84095	
ORIENTAL TRIMMINGS		2942 N. 24th St. Ste 114			PHOENIX	AZ	85016	
ORIENTAL TRIMMINGS		4204 New Forest Drive			Plano	TX	75093	
Oriental Trimmings USA Inc		3807 N 34th Avenue			Phoenix	AZ	85017	
Origami Group Inc		20955 Pathfinder Road #100			Diamond Bar	CA	91765	
ORIGAMI GROUP INC.		1661 Fairplex Dr			La Verne	CA	91750	
Orit Markowitz		Address on File						
Orlando Utilities Commission		PO Box 31329			Tampa	FL	33631-3329	
Orlando Utilities Commission		PO Box 3193			Orlando	FL	32802	
Orlando Utilities Commission		100 W. Anderson St.			Orlando	FL	32801	
Orlando, Helen R.		Address on File						
Orloff, Jodi		Address on File						
Ormand, Deborah J.		Address on File						
Ornelas, Cruz		Address on File						
Orona, Senny M.		Address on File						
Orona, Theodore A.		Address on File						
Orora Visual LLC		PO Box 733489			Dallas	TX	75373	
Orosco, Anna		Address on File						
ORourke Van Rye, Barbara S.		Address on File						
Oroxom, Karla		Address on File						
Orozco Arrondo, Maria A.		Address on File						
Orozco, Dina L.		Address on File						
Orozco, Francisco J.		Address on File						
Orr, Kristina E.		Address on File						
Orr, Shymika		Address on File						
Orta, Joe F.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Ortega, Andrea C.		Address on File						
Ortega, Eboni R.		Address on File						
Ortega, Edith		Address on File						
Ortega, Erica		Address on File						
Ortega, Maria T.		Address on File						
Ortega, Sophia		Address on File						
Ortez, Bianca		Address on File						
Orthex Sweden AB		Vaxjovagen 1	SE-362-21		Tingsryd			Sweden
Ortiz Gabriel, David		Address on File						
Ortiz, Amanda T.		Address on File						
Ortiz, Catherine		Address on File						
Ortiz, Destinie		Address on File						
Ortiz, Helen G.		Address on File						
Ortiz, Javier		Address on File						
Ortiz-Donate, Imara		Address on File						
Orus Palau, Rafael		Address on File						
Osafo, Tracie		Address on File						
Osas, Dennis B.		Address on File						
OsbornDavis, Deundra D.		Address on File						
Osborne, Haley E.		Address on File						
Osborne, Olivia B.		Address on File						
Osburn, Christi A.		Address on File						
Oscilowicz, Veronica G.		Address on File						
OSI Hardware		606 Olive Street			Santa Barbara	CA	93101	
Osinski, Lauren		Address on File						
Osman, Asli A.		Address on File						
Osmond, David		Address on File						
Ospina, Pablo		Address on File						
Ostman, Kent		Address on File						
Ostrander, Caleb		Address on File						
Ostreicher, Caroline B.		Address on File						
OSullivan, Shea D.		Address on File						
Oswald, Tyler A.		Address on File						
Osypenko, Oksana		Address on File						
OT Technology, Inc.		1200 Abernathy Rd, STE 700			Atlanta	GA	30328	
Otero Jr., Peter A.		Address on File						
Otero Trujillo, Samantha J.		Address on File						
Otero, Jose		Address on File						
Otey, Elizabeth		Address on File						
OTIS EDWARD FIELDS		Address on File						
Otis Elevator Co.		P.O. Box 73579			Chicago	IL	60673-7579	
Otis Elevator Co.		P.O. Box 730400			Dallas	TX	75373-0400	
Otis Elevator Co.		P.O. Box 13716			Newark	NJ	07188	
Otis Elevator Co.		1444 North Cockrell Hill	Suite 102		Dallas	TX	75211	
Ott, Caroline		Address on File						
Ottina Jr., Robert		Address on File						
Ottinger, Laurie W.		Address on File						
Ottinger, Susan Y.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Ou, Chris		Address on File						
Ouk, Shayoung R.		Address on File						
Ousley, Virginia G.		Address on File						
Outpac Designs Inc.		1410 7th Street Plaza			Marsville	WA	98270	
Outpac Designs, Inc		12 Arthur Hall PO Box 626			SHaron	ON	L0G 1V0	Canada
Outpac Designs, Inc		300 Lenora Street	PMB 1627		Seattle	WA	98121	
Ovalle-Mares, Miriam I.		Address on File						
Overing, Julie		Address on File						
Overly, Michael		Address on File						
Oviedo Jr., Julio		Address on File						
Oviedo, Jacqueline		Address on File						
Owenby, Louise Y.		Address on File						
Owens, Briana		Address on File						
Owens, Dontae		Address on File						
Owens, Jill E.		Address on File						
Owens, Karen A.		Address on File						
O XO International, Ltd.		601 W 26th St	Suite 1050		New York	NY	10001	
O XO/HELEN OF TROY		601 West 26th. St., Suite 1050			New York	NY	10001	
O XO/HELEN OF TROY		1331 South Seventh Street			Chambersburg	PA	17201	
Ozobiani, Danielle N.		Address on File						
Ozuniga, Augustine G.		Address on File						
PA Department of Revenue		Dept 280406			Harrisburg	PA	17128-0406	
Pace, Cody		Address on File						
Pace-Brentwood Partners, LLC	c/o Pace Properties Incorporated	1401 S. Brentwood, Suite 900			St. Louis	MO	63144	
Pace-Brentwood Partners, LLC		1401 S.Brentwood Blvd Suite 900			St.Louis	MO	63144	
Pacheco, Lianae R.		Address on File						
Pacheco, Patricia		Address on File						
Pacheco, Saicha M.		Address on File						
Pacheco, Vanessa		Address on File						
Pacific Gas & Electric		P.O. BOX 997300			Sacramento	CA	95899-7300	
Pacific Gas & Electric		300 Lakeside Drive, Suite 210			Oakland	CA	94612	
Pacific Handy Cutter, Inc.		170 Technology Dr			Irvine	CA	92618	
Pacific Trial Attorneys, P.C.		4100 Newport Place Drive	Suite 800		Newport Beach	CA	92660	
Packer, Jessica B.		Address on File						
PACKIT		30501 Agoura Road	Suite # 110		Agoura Hills	CA	91301	
Packit, LLC		875 S. Westlake Blvd, suite 112			Westlake Village	CA	91361	
Packnett, Patrick-Asher A.		Address on File						
Packsiz International LLC		3760 W. Smart Pack Way			Salt Lake City	UT	84104	
Paclibare, Edward M.		Address on File						
PADDYWAX LLC DBA FIREFLY CANDLE CO.		2934 Sidco Drive, Suite 140			Nashville	TN	37207	
PaddyWax, LLC DBA Firefly Candle Co.		2934 Sidco Drive	Ste 140		Nashville	TN	37204	
Padilla I, Bryan		Address on File						
Padilla, Adrianna		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Padilla, Johnathan		Address on File						
Padilla, Justin D.		Address on File						
Padilla, Michael A.		Address on File						
Padilla, Oscar		Address on File						
Padilla, Stephanie J.		Address on File						
Padron, Claudia E.		Address on File						
Paffendorf, Zephen A.		Address on File						
Pagan, Shakira		Address on File						
PagerDuty, Inc.		Dept 3817	PO Box 123817		Dallas	TX	75312	
Pagliarini, Heather		Address on File						
Paige Kristin Greene		Address on File						
PAIKKA INC.		Harkahaankuja 14			Vantaa		01730	Finland
PAIKKA INC.		129 Boom Way			Little Egg Harbor	NJ	08087	
Paikos, Michael J.		Address on File						
PAINT ANYWHERE		3400 SW 27th Ave	307		Miami	FL	33133	
Pajao, Katie M.		Address on File						
Palaganas, Melanie E.		Address on File						
Palange, Rob		Address on File						
Palao Da Costa, Patricia		Address on File						
Palczynski, Carla J.		Address on File						
Palina, Violet		Address on File						
Pallet Partners Of America		2604 N Chapel Hill Rd			Johnsburg	IL	60051	
Palma Hernandez, Rebecca		Address on File						
Palmer Packaging, Inc.		423 South Grace Street			Addison	IL	60101	
Palmeri, Shane A.		Address on File						
Palo Alto Networks, Inc.		3000 Tannery Way			Santa Clara	CA	95054	
Palomar Excess and Surplus Insurance Company	CRC Group	7557 Rambler Road Suite 300			Dallas	TX	75231	
Palomeque Sr., Iza		Address on File						
Palomeque, Jubentina		Address on File						
PAMELA BEALL		Address on File						
Pamela Patrice Johnson		Address on File						
Pamela Simonian		Address on File						
Pamphile, Britney		Address on File						
Pan American Wire		PO Box 1808			Fort Worth	TX	76101	
Panacea Products Corporation		2711 International Street			Columbus	OH	43228	
Pancoast, Michael W.		Address on File						
Pane, Gwendolyn		Address on File						
Paniagua, Katherinne		Address on File						
Panni-Attianese, Amanda L.		Address on File						
Papaya, Inc.		201 Theodore Pl.			Thornhill	ON	L4J8E2	Canada
Pape, Jennifer A.		Address on File						
Paper Source, Inc. dba Waste Not Paper		PO Box 205268			Dallas	TX	75320-5268	
Papercity Magazine		3411 Richmond Avenue	Suite 600		Houston	TX	77046	
Papeterie du Poitou SAS (Beaumont)		21 Avenue de Bordeaux			Beaumont		86490	France

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Papier Inc		228 EAST 45TH STREET, SUITE 9E			NEW YORK	NY	10017	
Papillard, Marjorie A.		Address on File						
PAPILLON RIBBON & BOW CO.		35 Monhegan Street			Clifton	NJ	07013	
Papillon Ribbon and Bow Company		32 W. 39th Street	4th Floor		New York	NY	10018	
Pappalardo, Alfredo A.		Address on File						
Parascando, Christine		Address on File						
Parcell, Nicole R.		Address on File						
Parchment, Leona		Address on File						
Paredes-Espinal, Leyda		Address on File						
Parente, Anthony L.		Address on File						
Parente, Roberto		Address on File						
Parish and City Treasurer		PO Box 2590			Baton Rouge	LA	70821-2590	
Parish of Caldwell Sales Tax Fund		P.O. Box 280			Vidalia	LA	71373	
Parish of Rapides Sales and Use Tax Dept		5606 Coliseum Blvd			Alexandria	LA	71303	
Parish of St. Mary		P.O. Drawer 1279			Morgan City	LA	70381	
Parish Sales Tax Fund		PO Box 670			Houma	LA	70361-0670	
Parish, Rebecca L.		Address on File						
Parisi, Ida		Address on File						
Park Place Technologies, LLC		PO Box 78000-Dept 781156			Detroit	MI	48278	
Park, Ye Son C.		Address on File						
PARKER & BAILEY CORP		6961 US HIGHWAY 12 WEST			THREE OAKS	MI	49128	
Parker & Bailey Corp.		4 Walpole Park South			Walpole	MA	02081	
Parker Connell		Address on File						
Parker, Alasia		Address on File						
Parker, Amanda		Address on File						
Parker, Daniel A.		Address on File						
Parker, Devon K.		Address on File						
Parker, Lauryn E.		Address on File						
Parker, Nicholas E.		Address on File						
Parker, Raven		Address on File						
Parker, Reneelynn		Address on File						
Parker, Ryan		Address on File						
Parker, Shante		Address on File						
Parker-Hollis, Reginald N.		Address on File						
Parkey, Claire		Address on File						
Parkison, Jill S.		Address on File						
Parks, Ashley M.		Address on File						
Parks-Newlove, Amber M.		Address on File						
Parlow, Darryl		Address on File						
Parr, Brendan J.		Address on File						
Parra, Christina G.		Address on File						
Parra, Mariely		Address on File						
Parson, Pamela J.		Address on File						
Partee, Tamika		Address on File						
Pasadena Water and Power		P.O. BOX 7120			Pasadena	CA	91109	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Pasadena Water and Power		100 North Garfield Ave., Room N106			Pasadena	CA	91101	
Pascale, Stephanie L.		Address on File						
Pasienski, Rebecca O.		Address on File						
Password Directory.com		12561 Vista Panorama			Santa Anna	CA	92705	
Pate, Brian I.		Address on File						
Patel, Bhavi K.		Address on File						
Patel, Gina		Address on File						
Patel, Himanshu		Address on File						
Patel, Hitesh		Address on File						
Patel, Minesh		Address on File						
Patel, Nalisha		Address on File						
Patel, Purna		Address on File						
Patel, Sapana B.		Address on File						
Patel, Tanuja		Address on File						
Patents Ink Inc.		3635 Old Court Road	Suite 610		Baltimore	MD	21209	
Paternoster Jr., Kenneth P.		Address on File						
Pathmaker Group		635 Fritz Drive	Suite 110		Coppell	TX	75019	
Patil, Abhishek		Address on File						
Patino, Ailani		Address on File						
Patrice Williams		Address on File						
Patricia A. Davis		Address on File						
Patricia Hudson dba Hive Ventures LLC		Address on File						
Patricia L Davis		Address on File						
PATRICIA LOPEZ		Address on File						
Patricia Saucedo		Address on File						
PATRICIA WILLIAMS		Address on File						
Patrick, Crystal M.		Address on File						
Patrick, Diara		Address on File						
Patrick, Monica A.		Address on File						
Patriot Consulting Technology Group, LLC		17192 Murphy Ave	#14067		Irvine	CA	92623	
Pattern Brands, LLC		228 Park Ave. S. PMB 73891			New York	NY	10003	
Patterson Jacobo, Mariela		Address on File						
Patterson, LaShay A.		Address on File						
Patterson, Leigh A.		Address on File						
Patterson, Madelyn		Address on File						
Pattie Depriest		Address on File						
Patton, Ellen		Address on File						
Paul Carton		Address on File						
PAUL HASTINGS LLP C/O PAUL GROSSMAN		515 S. Flower Street, Suite 2500			Los Angeles	CA	90071	
PAUL R HOLSER JR		Address on File						
PAUL SARGEANT		Address on File						
Paul Schroeder		Address on File						
Paul, Caedin A.		Address on File						
Pauley, MaKenna S.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Paulina Older		Address on File						
Pauline Ball		Address on File						
Paulino, Antony		Address on File						
Paulson, Lisa		Address on File						
Pavlakovich, Jennifer A.		Address on File						
Pawlik, Mark A.		Address on File						
Payan, Julio C.		Address on File						
Paychex		PO Box 732954			Dallas	TX	75373-2954	
Payette, James A.		Address on File						
Paylor, Jalien C.		Address on File						
Paymentech (JP Morgan - V/MC/Disc)	Joel (Chad) Sizemore	8181 Communications Pkwy			Plano	TX	75024	
Paymentech LLP		8181 Communications Pkwy			Plano	TX	75024	
Payne II, Willie L.		Address on File						
Payne, Ann M.		Address on File						
Payne, Joshua		Address on File						
Payne, Lango		Address on File						
Paynter, Carrie S.		Address on File						
PayPal	Attn Legal Department	2211 North First Street			San Jose	CA	95131	
PayPal, Inc.	Attention Legal Department	2211 North First Street			San Jose	CA	95131	
Paz, Claudia		Address on File						
Paz, Mabel		Address on File						
Pazos, Elizabeth A.		Address on File						
Peabody Municipal Light Plant		PO Box 3199			Peabody	MA	01961-3199	
Peabody Municipal Light Plant		201 Warren Street Extension			Peabody	MA	01960	
Pearce, Miranda		Address on File						
Pearce, Samantha J.		Address on File						
Pearce, Terri S.		Address on File						
Pearre, Jared		Address on File						
Pearson, Hailey V.		Address on File						
Pearson, Michael		Address on File						
Pearson, Samantha L.		Address on File						
Pearson, Tanya C.		Address on File						
Peckham, Nathan		Address on File						
PECO		PO BOX 37629			PHILADELPHIA	PA	19101	
PECO Energy Company		2301 Market Street			Philadelphia	PA	19103	
Peek, Julia L.		Address on File						
Pegasus Logistics Group, Inc.		PO Box 679018			Dallas	TX	75267	
Pegasus Radio Corp dba Federal Radio		1202 Technology Drive Suite C			Aberdeen	MD	21001	
PEGGY LEA HOCK		Address on File						
Peggy Schildmeyer		Address on File						
Pegue, Mya		Address on File						
Pegues, Catina J.		Address on File						
Pegues, Jamaul S.		Address on File						
PEHR DESIGNS INC		320 Davenport Road, Suite 300			Toronto	ON	M5R 1K6	Canada
Pelham, Malik L.		Address on File						
Pellegrino, Anthony J.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Pelletreau, Michelle		Address on File						
Pelley Foster, Helen R.		Address on File						
Pelonia, Ronald H.		Address on File						
Pena Jr., German		Address on File						
Pena Parra, Angelica A.		Address on File						
Pena, Michael A.		Address on File						
Penagos, Luz E.		Address on File						
Pena-Rubio, Fabiana S.		Address on File						
Pence, Corey B.		Address on File						
Pendleton, Kody J.		Address on File						
Peng, Annie		Address on File						
Penguin Random House		Department #0919	PO Box 120001		Dallas	TX	75312-0919	
PENGUIN RANDOM HOUSE		1745 Broadway			New York	NY	10019	
Penitani Jr., Jesus		Address on File						
Penkava, Linda S.		Address on File						
Penmarc Inspired Spaces, LLC		130 Penmarc Drive	Suite 108		Raleigh	NC	27603	
Penn Square Mall, LLC	Attn General Counsel	c/o Simon Property Group	225 W. Washington Street		Indianapolis	IN	46204	
Penn Square Mall, LLC	Attn Senior Vice-President of Big Box Development	c/o Simon Property Group	225 W. Washington Street		Indianapolis	IN	46204	
Penn Square Mall, LLC		225 W Washington Street			Indianapolis	IN	46204	
Penn, Michael C.		Address on File						
Penn, Reginald B.		Address on File						
Pennsylvania Attorney General	Attn Bankruptcy Department	16th Floor, Strawberry Square			Harrisburg	PA	17120	
Peoples		PO Box 644760			Pittsburgh	PA	15264-4760	
Peoples Gas		PO Box 6050			Carol Stream	IL	60197-6050	
Peoples Gas		200 E. Randolph St.			Chicago	IL	60601-6302	
Peoples Jr., Andrew		Address on File						
PEPCO (Potomac Electric Power Company)		PO Box 13608			PHILADELPHIA	PA	19101-3608	
PEPCO (Potomac Electric Power Company)		701 Ninth St., NW			Washington	DC	20001	
Pepe, Deloya		Address on File						
Peppers, Veronica		Address on File						
Peralta, Elisa M.		Address on File						
Peralta, Jessica		Address on File						
Peraza, Alfredo A.		Address on File						
Percifield, Elizabeth		Address on File						
Percin, Umit		Address on File						
Perea, Eryn M.		Address on File						
Peregonow, Nick		Address on File						
Pereira, Cindy R.		Address on File						
Pereira, Fiona		Address on File						
Pereira, Jennifer S.		Address on File						
Perez Jr., Jorge A.		Address on File						
Perez Ortiz, Judith A.		Address on File						
Perez, Airam		Address on File						
Perez, Ashle B.		Address on File						
Perez, Chris		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Perez, David		Address on File						
Perez, Fernanda		Address on File						
Perez, Jacob A.		Address on File						
Perez, Jeanette		Address on File						
Perez, Jennie L.		Address on File						
Perez, Katherine E.		Address on File						
Perez, Kiersten		Address on File						
Perez, Lauren E.		Address on File						
Perez, Lisette M.		Address on File						
Perez, Melanie		Address on File						
Perez, Nickolas		Address on File						
Perez, Panna L.		Address on File						
Perez, Rachel A.		Address on File						
Perez, Raquel		Address on File						
Perez, Shantal		Address on File						
Pereznegron, Amando		Address on File						
Pereznegron, Stephanie		Address on File						
PERFECT CURVE, INC.		137 South Street	Floor 3		Boston	MA	02111	
Perfect Curve, Inc.		200 Lincoln Street 5th Floor			Boston	MA	02111	
Performance Award Center		PO Box 961094	File #916241		Ft Worth	TX	76161-1094	
Performance Partners.US		401 East Main Street	#131		Galesburg	IL	61401	
Perkins, Jeffrey R.		Address on File						
Perkins, Joshua		Address on File						
Perkins, Rebecca J.		Address on File						
Perkins, Thomas C.		Address on File						
Perlmutter, Hollie W.		Address on File						
Permit Place, Inc		13400 Riverside Dr., Suite 202			Sherman Oaks	CA	91423	
Perna, Suzanne P.		Address on File						
Perrelet, Chloe		Address on File						
Perri, Joseph		Address on File						
Perrin, Christopher I.		Address on File						
Perry, Alan L.		Address on File						
Perry, JaZelle R.		Address on File						
Perry, Kevin D.		Address on File						
Perry, Kyla		Address on File						
Perry, LaDyamund		Address on File						
Perry, Megan		Address on File						
Perry, Rania U.		Address on File						
Perry, Tanja		Address on File						
Perry, Trisha		Address on File						
Persaud - Chandra, Patricia		Address on File						
Persin, Cathy A.		Address on File						
Person, Alexandria		Address on File						
Personalized Organization LLC dba Neat Method		5261 SW 9th Court			Plantation	FL	33317	
Personett, Alexander L.		Address on File						
PES PARTNERS LLC	Legal Department	c/o Federal Realty Investment Trust	909 Rose Ave., Suite 200		North Bethesda	MD	20852	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
PES Partners, LLC	Property Manager	321 12th St.			Manhattan Beach	CA	90266	
PES Partners, LLC		Plaza El Segundo #2400	PO Box 849967		Los Angeles	CA	90084-9967	
Pesek, Cameron H.		Address on File						
Peter Hunt		Address on File						
PETER JAMES BARTOLO		Address on File						
Peter Loren Mouravieff		Address on File						
Peterman, Nathan L.		Address on File						
Peters II, Dale L.		Address on File						
Peters, Analee		Address on File						
Peters, Cody A.		Address on File						
Peters, Jesse		Address on File						
Peters, Valerie		Address on File						
Petersen, Diamond		Address on File						
Petersen, Kristi L.		Address on File						
Peterson, Ariel		Address on File						
Peterson, Chiara B.		Address on File						
Peterson, Ian Pepe S.		Address on File						
Peterson, Lauren A.		Address on File						
Peterson, Lucas A.		Address on File						
Peterson, Morgan		Address on File						
Peterson, Tyesha		Address on File						
Peterson, Willa-Jo B.		Address on File						
Peterson-Cross, Molly D.		Address on File						
Petitt, Alexzander J.		Address on File						
Petri Electric, Inc.		907 N Bowser Rd			Richardson	TX	75081	
Petruzzelli, Kimberly J.		Address on File						
Pettigrew, Craig		Address on File						
Pettis, Molly L.		Address on File						
Pettit, Lori K.		Address on File						
Petty, Karla J.		Address on File						
PEUGEOT SAVEURS NORTH AMERICA LLC		9814 W. Foster Ave			Rosemont	IL	60654	
PEUGEOT SAVEURS NORTH AMERICA, LLC		9814 W. FOSTER AVE			ROSEMONT	IL	60018	
Peurrung, Katharine		Address on File						
Peyton, Cory		Address on File						
Peza Camarena, Alondra		Address on File						
Pfeiffer, Michael T.		Address on File						
Pfeiler, Carol E.		Address on File						
PGIM Real Estate	Law Department	7 Giralda Farms			Madison	NJ	07940	
Phaipanya, Rahnne		Address on File						
Pham, Melanie T.		Address on File						
Pham, Ngan L.		Address on File						
Pham, Patricia		Address on File						
Phang, Kent S.		Address on File						
Phase 3 Media, LLC dba Gigantic Color		Dept 7052	PO Box 2153		Birmingham	AL	35287	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
PHDesign LLC dba Neat Method Columbus		1422 Taylor Corners Circle			Blacklick	OH	43004	
Phearse, Risa L.		Address on File						
Phelps, Catherine		Address on File						
Phenicie, Kameaiomakamae		Address on File						
Phernetton, Tate		Address on File						
Phil Knipscheer		Address on File						
Philakham, Jeffrey T.		Address on File						
Philibert, Will J.		Address on File						
Phillips Jr., Robert		Address on File						
Phillips, Brian		Address on File						
Phillips, Joseph		Address on File						
Phillips, Latasha		Address on File						
Phillips, Pamela L.		Address on File						
Phillips, Robin		Address on File						
Phillips, Tamara L.		Address on File						
Phillips, Yvette S.		Address on File						
Phipps, Trevaughn		Address on File						
Phongphiou, Annie A.		Address on File						
PHUNKEE TREE		750 Lexington Avenue	9th Floor		New York	NY	10022	
Piantieri, Donna J.		Address on File						
Piazza, Gina M.		Address on File						
Picayo, Pablo C.		Address on File						
Piccinich, Briana M.		Address on File						
Piccolo, Bree		Address on File						
Pichardo Pena, Jhon		Address on File						
Picinich, Molly		Address on File						
Pickering, Alexander C.		Address on File						
Pickering, Kathleen M.		Address on File						
Pickering, Michele		Address on File						
Pickering, Susan L.		Address on File						
Pickett, Debra		Address on File						
Pictura, Inc.		4 Andrews Drive			Woodland Park	NJ	07424	
PIECEWORK LLC		440 N Barranca Ave #7792			Covina	CA	91723	
Piecework LLC		440 N Barranca Ave #7792f			Covia	CA	91723	
Piedmont Natural Gas		525 S Tryon St.			Charlotte	NC	28202	
Piedmont Natural Gas		PO Box 1246			Charlotte	NC	28201-1246	
Piehl, Rachel A.		Address on File						
Piepenburg, Calvin		Address on File						
Pierce Jr., Robert E.		Address on File						
Pierce, Hudson		Address on File						
Pierce, Lexie S.		Address on File						
Pierce, Nathan		Address on File						
Pierce, Travis R.		Address on File						
Pierre-Louis, Shaina C.		Address on File						
Pierre-Toussaint, Jarius E.		Address on File						
Pieters, Naomi E.		Address on File						
Pike, Andre		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
PIKKII LTD		86-90 Paul Street	Shoreditch		London		EC2A 4NE	United Kingdom
Pilar Mcculley		Address on File						
Pilario, Angel M.		Address on File						
Pilger, Robyn L.		Address on File						
Pilgrim, Nyeshia V.		Address on File						
Pilot Inc.		13000 Temple Avenue			City of Industry	CA	91746	
Pimentel, Bryan		Address on File						
Pinch of Help LLC		350 Braeden Way			Alpharetta	GA	30009	
Pinch Provisions (Ms & Mrs)		1515 Carmen Drive			Elk Grove Village	IL	60007	
Pinch, Emma Z.		Address on File						
Pinch, Lindsey J.		Address on File						
Pineapple Source LLC		1171 S 1620 E			Springville	UT	84663	
Pinear, Kathy E.		Address on File						
Pineda Chavarria, Maria H.		Address on File						
Pineda, Dianne		Address on File						
Pineda, Yessenia		Address on File						
Pineiro, Joemichael		Address on File						
Pinell, Reniesa		Address on File						
Pinkney, Laurel		Address on File						
Pinterest		PO Box 74008066			Chicago	IL	60674	
Pinto, Lisa A.		Address on File						
Pinto, Patricia A.		Address on File						
Piper, Carol D.		Address on File						
Piper, Sophia P.		Address on File						
Piper, Tina M.		Address on File						
Pipp Mobile Storage Systems Inc		2966 Wilson Drive NW			Walker	MI	49546	
Pitney Bowes Global Financial		PO BOX 981026			Boston	MA	02298-1026	
Pittman, Mary Jo		Address on File						
Pittman, Rachel P.		Address on File						
Pitts, Ajani		Address on File						
Pitts, Ebony		Address on File						
Pitzer, Justine		Address on File						
Pizano, Tracy M.		Address on File						
Pizarro, Lauren		Address on File						
Placer, Frances		Address on File						
Planas, Thea Marie S.		Address on File						
Planet One Products, Inc.		1445 N. McDowell Blvd.			Petaluma	CA	94954	
PLANET ONE PRODUCTS, INC. DBA IWA		1445 N. McDowell Blvd.			Petaluma	CA	94954	
PLANETARY DESIGN		9088B Bonner Mill Rd			Bonner	MT	59823	
Planetary Design LLC		PO Box 8148			Missoula	MT	59807	
PlanGrid, Inc.		DEPT LA 24390			Pasadena	CA	91185	
Plaquemines Parish		333 F. Edward Hebert Blvd.	Bldg. 102, Ste 345		Belle Chasse	LA	70037	
Plastep Oy		Kutomakuja 2			Kuortti		19410	Finland
Platinum Mechanical Inc		PO Box 29705			Dallas	TX	75229	
Platter, Haley R.		Address on File						
Play Live Co., LTD.		1F., No.19, LN. 160 Fengle Vil.	Nantum District		Taichung City		40854	Taiwan

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
PLAY LIVE CO., LTD.		No. 331, Sanfen Rd.	Huatan Township		Changhua County		503	Taiwan
Player, Kelly M.		Address on File						
Player, Trenise		Address on File						
Pleasant, Hannah		Address on File						
Pleasant, Paris		Address on File						
Pleasant, Barbara B.		Address on File						
Pleece, Caylie		Address on File						
Pleitez, Victor		Address on File						
Plexco, Rebecca		Address on File						
Ploeckelman, Marlys		Address on File						
Ploetz Jr., Val		Address on File						
Ploss, Brianda		Address on File						
Plotner, Shelby L.		Address on File						
Plowden, Shadai B.		Address on File						
Plumer, Austin J.		Address on File						
Plummer, Jakailah		Address on File						
Plunkert, Jessica		Address on File						
PLUS CORPORATION		9700 SW Harvest Ct.	Suite 130		Beaverton	OR	97005	
PLUS CORPORATION		9655 SW Sunshine Ct.	Suite 300		Beaverton	OR	97005	
PLUS CORPORATION		4800 SW Griffith Drive	Suite 230		Beaverton	OR	97005	
Plus Corporation of America		9610 SW Sunshin Ct. #100			Beaverton	OR	97005	
Plus Render S.L		Calle Mayor 10 B, r	Las arenas		Bizkaia		48930	Spain
PMG Worldwide, LLC		2821 W. 7th Street	Suite 270		Fort Worth	TX	76107	
Pochter, Cathie		Address on File						
Pods Enterprises Inc.		5585 Rio Vista Drive			Clearwater	FL	33760	
Pointe Coupee Parish Sales and Use Tax		P.O. Box 290			New Roads	LA	70760	
Pointer, Aya		Address on File						
PolarBox US LLC		252 NW 29TH OTH FLOOR			Miami	FL	33127	
POLARBOX US LLC		252 NW 29TH ST	9TH FLOOR SUITE 907		MIAMI	FL	33127	
Polavarapu, Srikanth		Address on File						
Polder Products, LLC		PO Box 631190			Cincinnati	OH	45263-1190	
POLDER PRODUCTS, LLC		195 Christian Street			Oxford	CT	06478	
Policano, Lillie		Address on File						
Polk, Chase C.		Address on File						
Polly Desai		Address on File						
Polyethics Industries Inc		625 Harvie Settlement Road	PO Box 51		Orilla	ON	L3V 2L8	Canada
Poma Retail Development, Inc.		222 W 6th Street	Suite 421		San Pedro	CA	90731	
Poma Vasquez, Christian		Address on File						
Pomeroy, Nita I.		Address on File						
Pongdara, Chintana S.		Address on File						
Ponte Gadea California, LLC		270 Biscayne Boulevard Way	Suite 201		Miami	FL	33131	
Poole, Nancy K.		Address on File						
Poole, Nora R.		Address on File						
Pope, Aubrey		Address on File						
Popejoy, Debra M.		Address on File						
Popovich, Michael A.		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Poppin Furniture LLC		727 Greentree Rd			Los Angeles	CA	90272	
POPPIN FURNITURE LLC		16 Madison Square			New York	NY	10010	
Poppin Inc.		44 West 18th Street	Suite 701		New York	NY	10011	
Poppin Inc.		727 Greentree Rd			Los Angeles	CA	90272	
Porcinula, Geoffrey S.		Address on File						
PORT AND POLISH		541 49TH AVE			LONG ISLAND CITY	NY	11101	
Port and Polish		541 49th Avenue			New York	NY	11101	
Portacio, John A.		Address on File						
Porte, Eric R.		Address on File						
Porte, Winifred A.		Address on File						
Porter, Cheryl A.		Address on File						
Porter, Clare		Address on File						
Porter, Debra		Address on File						
Porter, Nicholas F.		Address on File						
Portillo, Frances N.		Address on File						
Portillo, Roberto		Address on File						
Portland General Electric (PGE)		PO Box 4438			Portland	OR	97208-4438	
Portland General Electric (PGE)		121 SW Salmon St.			Portland	OR	97204	
Portman, Stella		Address on File						
Portner, Sondra J.		Address on File						
Posey, Jessica M.		Address on File						
Postell, Kevin		Address on File						
Postie, Inc.		3616 Far W Blvd, Suite 117-103			Austin	TX	78731	
Potomac Electric Power Company	Corporate Correspondence	PO Box 97274			Washington	DC	20090-7274	
Potter, Rodney		Address on File						
Potter, Tawanda L.		Address on File						
Potthast, Celeste M.		Address on File						
Potvin, Danielle		Address on File						
Poulsen, Karen S.		Address on File						
Poultney, Sara		Address on File						
Poveda Garcia, Elizabeth		Address on File						
POWA CORPORATION PTY LTD ATFT FORMWARE TRUST		11 / 20 Sustainable Avenue	Bibra Lake		Western Australia		6163	Australia
Powell, Autumn E.		Address on File						
Powell, Becky		Address on File						
Powell, Cliffawn		Address on File						
Powell, David		Address on File						
Powell, Donovan		Address on File						
Powell, Eveline		Address on File						
Powell, Linda M.		Address on File						
Powell, Paris		Address on File						
Power Reviews, Inc.		PO Box 74949			Chicago	IL	60675	
Power Sales & Advertising, Inc.	Attn Jon Antrim	9909 Lakeview Ave			Lenexa	KS	66219	
Power Solutions, LLC		PO Box 100			Barrington	RI	02806	
Powers, Janice L.		Address on File						
Powers, Nicole		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
PR 150 Roosevelt Shops LLC	Attn PR 150 Roosevelt Shops LLC	c/o PGIM Real Estate	7 Giralda Farms		Madison	NJ	07940	
PR 150 Roosevelt Shops LLC	c/o Poag Shopping Centers LLC	1770 Kirby Parkway, Suite 215	ATTN PR 150 Roosevelt Shops LLC		Memphis	TN	38138	
PR 150 Roosevelt Shops LLC		180 N. Stetson	Suite 3275		Chicago	IL	60601	
PR/MRPI Eastgate C, LLC	Attn Douglas Roberts	c/o PGI, Inc.	7 Giralda Farms, LLP		Madison	NJ	07940	
PR/MRPI Eastgate C, LLC	Attn Eastgate Asset Manager	c/o PGIM Real Estate	655 Broad Street 14th Floor		Newark	NJ	07102	
PR/MRPI Eastgate C, LLC	Attn Senior Real Estate Manager	c/o CBRE	1 East Pratt Street, Suite 1700		Baltimore	MD	21202	
PR/MRPI Eastgate C, LLC	Lewis Roca Rothgerber Christie LLP	Attn Amy Altshuler	201 E. Washington Street, 12th Floor		Phoenix	AZ	85004	
PRACTICAL MAGIC APOTHECARY		2401 208th Street	Unit C4		Torrance	CA	90501	
Practical Magic Apothecary		41 5th Street			Hermosa Beach	CA	90254	
Pralgever, Jennifer		Address on File						
Prater, Justin T.		Address on File						
Prather, Bryn L.		Address on File						
Pratt Industries		3700 Eagle Place Drive	Suite 800		Dallas	TX	75236	
Pratt, Crystal J.		Address on File						
Pratt, Falando D.		Address on File						
Pratt, Kevin		Address on File						
Preciado, Kevin A.		Address on File						
Preising, Twyla H.		Address on File						
Premier Freight Management Corp		635 East 48th St	Suite A		Holland	MI	49423	
Premier Trailers, LLC		5201 Tennyson Parkway	Ste 250		Plano	TX	75024	
Premo, Jennifer		Address on File						
Prepd Inc		251 Little Falls Drive			Wilmington	DE	19808	
PREPD, INC		1032 E BRANDON BLVD #6888			BRANDON	FL	33511	
President, Nathaniel		Address on File						
Pressey IV, Myles A.		Address on File						
Preston, Jerome		Address on File						
Prestridge, Tucker		Address on File						
Previe, Michelle R.		Address on File						
Pri Edgebanding		1500 St Paul Ave			Gurnee	IL	60031	
Price, Brittani A.		Address on File						
Price, Elijah S.		Address on File						
Price, Jacques D.		Address on File						
Price, Jamar A.		Address on File						
Price, Kristine A.		Address on File						
Price, Mara V.		Address on File						
Price, Marvin W.		Address on File						
PricewaterhouseCoopers LLP		PO Box 952282			Dallas	TX	75395-2282	
PrideStaff, Inc.		PO Box 205287			Dallas	TX	75320-5287	
Priest, Catherine A.		Address on File						
Priester, Fred N.		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Prieto Jr., Adolfo		Address on File						
Prieto, Rody		Address on File						
Prigge, Joyce M.		Address on File						
Prikryl, Kathy R.		Address on File						
Prim Jr., Jacob R.		Address on File						
PRIM, LLC.		60 High Point Road			Westport	CT	06880	
Primary Color Systems		11130 Holder Street			Cypress	CA	90630	
Primo Permit Processing Inc.		13803 SW 50 Terrace			Miami	FL	33175	
Principal Life Ins. Co. - 431110		Property 431110	P.O. Box 850300		Minneapolis	MN	55485	
Printworks, LLC		52 MADISON PLACE, APT A			ANNAPOLIS	MD	21401	
PRINTWORKS, LLC		2502 S. 4th St.			Austin	TX	78704	
PRINTWORKS, LLC		9103 Yellow Brick Rd. Suite N			Rosedale	MD	21237	
Prior, Isis C.		Address on File						
PRISA LHC, LLC	PGIM Real Estate	7 Giralda Farms			Madison	NJ	07940	
PRISA LHC, LLC		PO Box 734904			Chicago	IL	60673	
PRISA LHC, LLC		P.O. Box 2044	Dept. 7500		Memphis	TN	38101	
Prismic.io		52 rue de Borrego			Paris		75020	France
Pritchard, Jeanne		Address on File						
Pritt, Melissa R.		Address on File						
Privert, Debra L.		Address on File						
Pro Souce Packaging, Inc		15825 SH 249			Houston	TX	77086	
Procore Technologies, Inc.		6309 Carpinteria Avenue			Carpinteria	CA	93013	
Professional Coatings Inc		100 COMMERCE PARK DRIVE			CABOT	AR	72023-4100	
Professional Diversity Network, Inc		55 E. Monroe St	Ste 2120		Chicago	IL	60603	
Professional Installation Network, Inc.		500 Industrial Blvd			Grapevine	TX	76051	
Progress Energy Carolinas, Inc.		410 South Wilmington Street			Raleigh	NC	27601-1748	
Progress Luv2Pak International Ltd.		20 Tangiers Rd			Toronto	ON	M3J2B1	Canada
PROGRESSIVE INTERNATIONAL COR		3514 142nd Ave E			Sumner	WA	98390	
PROGRESSIVE INTERNATIONAL COR		6111 S. 228th Street			Kent	WA	98032	
Progressive International Corp.		P.O. Box 1615			Denver	CO	80291-1615	
PROJECT GENIUS		2701 Gattis School Road	Suite 150-E		Round Rock	TX	78664	
projekt202, LLC	Attn Stephen Andrews	5080 Spectrum Drive, Suite 320W			Addison	TX	75001	
Prologis, L.P. dba Duke Secured Financing		1800 Wazee Street	Suite 500		Denver	CO	80202	
Promethean Builders LLC		477 S Rosemary Ave			West Palm Beach	FL	33401	
Propak Corporation		1100 Garrison Avenue			Fort Smith	AR	72901	
Prosegur EAS USA, LLC		598 Hillsboro Technology Drive	Suite F		Deerfield Beach	FL	33441-7732	
Provenzano, Joseph		Address on File						
Provost, Timothy J.		Address on File						
Prude, Mary		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Pruett, Trent E.		Address on File						
Pruett, Dylan		Address on File						
Pryor, Emily		Address on File						
Pryor, Jessica		Address on File						
Pry-Sock, Michael		Address on File						
PS Endeavors	Chicago Anytime Assistants	1512 North Fremont, Suite 102			Chicago	IL	60642	
PSE&G-Public Service Elec & Gas Co		P.O. Box 14444			New Brunswick	NJ	08906-4444	
PSE&G-Public Service Elec & Gas Co		80 Park Plaza			Newark	NJ	07102	
PSEGLI		P.O. Box 9039			Hicksville	NY	11802-9039	
PSEGLI		80 Park Plaza			Newark	NJ	07102	
PSSI Pest Services		PO Box 645026			Dallas	TX	75264-5026	
PSU PDX STEM		1600 SW 4th Ave	Ste. 260		Portland	OR	97201-5513	
PT. Eastern Living International		Jln. Gedong Panjang No 7 Pekojan			Jakarta Barat, Dki Jaya		11460	Indonesia
Public Company Accounting Oversight Board		PO Box 418631			Boston	MA	02241-8631	
PUBLIC GOODS		85 Delancey Street	Suite 65		New York	NY	10001	
Public School Paper Co		14 Inverness Dr. East Suite C-130			Englewood	CO	80112	
PUBLIC SCHOOL PAPER CO.		14 Inverness Dr. East	Suite C-130		Englewood	CO	80112	
Publicis Epsilon Collection Account		P.O. Box 7410138			Chicago	IL	60674	
Publitas.com		J.H. Oortweg 21			Leiden, South Holland		2333CH	Netherlands
Puerta, Nancy		Address on File						
Puertas, Anastacia		Address on File						
Puget Sound Energy		BOT-01H			Bellevue	WA	98009-9269	
Puget Sound Energy		355 - 110th Avenue NE			Bellevue	WA	98004	
Pugh, Alayne M.		Address on File						
Pugh, Susan E.		Address on File						
Pukalay, Bhavani		Address on File						
Pulaski County Treasurer		PO Box 430			Little Rock	AR	72203	
Pulido, Araceli		Address on File						
Pullen, Crystal		Address on File						
Pulte Home Corporation	Attn NSS Preferred Provider	3350 Peachtree Rd., Suite 150			Atlanta	GA	30326	
Punch Studio LLC dba Lady Jayne LTD		PO Box 3663			Culver City	CA	90231	
Punch Studio, LLC		PO Box 3663			Culver City	CA	90231-3663	
Pupel, Sarah		Address on File						
PUR HOME		2451 Jayme Street			Pahrump	NV	89048	
Pura Scents, Inc.		2100 Pleasant Grove Blvd.	#600		Pleasant Grove	UT	84062	
PUREWINE INC		630 E southlake Blvd	Ste 105-1110		Southlake	TX	76092	
PURPLE LADYBUG		87-105 Chatham Rd	Tsim Sha Tsui	Kowloon	Hong Kong		999077	China
Purple Ladybug		Flat 409, 4/F, Beverly Commercial Centre	87-105	Tsim Sha Tsui	Hong Kong		999077	China

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
PurseN LLC		1266 West Paces Ferry Road #320			Atlanta	GA	30327	
Purser, Aaron W.		Address on File						
Purvis, Zacariah		Address on File						
Pusich, Maureen J.		Address on File						
Pustejovsky, Maibel		Address on File						
Pustovit, Mykhailo		Address on File						
PwC US Tax LLP		4040 W. Boy Scout Blvd			Tampa	FL	33607	
Pye, Robert		Address on File						
Pylant, Hannah R.		Address on File						
Pyle, Rebecca A.		Address on File						
Pyrka, Amy		Address on File						
Pythian Services USA Inc.		319 McRae Ave Suite 700			Ottawa	ON	K1Z 0B9	Canada
Q4 Inc.		DEPT CH 19903			Palatine	IL	60055-9903	
Quadient Finance USA, Inc.		PO Box 6813			Carol Stream	IL	60197	
Quainoo, Joshua		Address on File						
Quality Growers		PO Box 1640			Deleon Springs	FL	32130	
Qualls, Stephanie N.		Address on File						
Qualtrics, LLC		333 W. River Park Dr.			Provo	UT	84604	
Quantum Metric, Inc.		10807 New Allegiance Drive	Suite 155		Colorado Springs	CO	80921	
QUANTUM STORAGE SYSTEMS		3665 W. Bath Rd.			Akron	OH	44333	
Quantum Storage Systems		15800 NW 15th Ave.			Miami	FL	33169	
Quashie, Jalen		Address on File						
Quaynor, Jonathan		Address on File						
Queen, Kari E.		Address on File						
Queenan, Eleanor C.		Address on File						
Quesada, Alberto		Address on File						
Quest Software, Inc.		PO Box 731381			Dallas	TX	75373-1381	
Quezada, Allan J.		Address on File						
Quiambao, Josh Randal		Address on File						
Quigley, Kim D.		Address on File						
Quiles, Lordmessiah		Address on File						
Quilici, Heather R.		Address on File						
Quilizapa, Amy P.		Address on File						
Quillen, Angela V.		Address on File						
Quincy Compressor LLC		701 N Dobson Avenue			Bay Minette	AL	36507	
Quinlan, Jesse		Address on File						
Quinn, Kelley		Address on File						
Quinn, Natalie L.		Address on File						
Quinones, Cristian		Address on File						
Quinones, Tabatha N.		Address on File						
Quintana Jr., Raul		Address on File						
Quintanilla, Nelly		Address on File						
Quintanilla-Martinez, Mirlen		Address on File						
Quintero, Patrice		Address on File						
Quinteros, Eduardo A.		Address on File						
QUINTESSENTIAL TOTS, LLC DBA ITZY RITZY		1665 Quincy Ave	#179		Naperville	IL	60540	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Quintessential Tots, LLC dba Itzy Ritzzy		PO Box 1057			Aurora	IL	60507	
Quip		45 Main Street ste 630			Brooklyn	NY	11205	
Quip NYC Inc.		45 Main Street			Brooklyn	NY	11201	
Quiroga, Mona L.		Address on File						
Quiroz Ramirez, Abril C.		Address on File						
Quong, Michelle C.		Address on File						
Qurium Solutions Inc		5 Westbrook Corporate Center	Suite 920		Westchester	IL	60154	
R & R Resale		5577 Spellmire Dr			West Chester	OH	45246-4841	
R & S Mechanical, Inc.		12540 C.F. Hawn Freeway			Dallas	TX	75253	
R X O Freight Forwarding		27839 Network Place			Chicago	IL	60673-1278	
R&Y Group LLC		20264 NE 15th Court			Miami	FL	33179	
R.F. YAMAKAWA CO.,LTD.		4F, 1-14-7 Tsukishima	Chuo-ku		Tokyo		104-0052	Japan
R.F. Yamakawa USA Inc.		8550 W Desert Inn	#102-166		Las Vegas	NV	89117	
Rabb, Jonice A.		Address on File						
Rabell Romo, Paula		Address on File						
Racedo, Daniel I.		Address on File						
Rachel Cornelio		Address on File						
Rachel Kelesoglou		Address on File						
Rachel Lee Ann LaMantia		Address on File						
Rachel Maltz		Address on File						
Rachel Strong		Address on File						
Rachel Whiteaker		Address on File						
Rachel Woodrum		Address on File						
Radaj, DeAnna M.		Address on File						
Raddant, Amy L.		Address on File						
Rademaker, David J.		Address on File						
Radford, Margaret D.		Address on File						
Radovich, Seramary		Address on File						
Rae, Jacquleen G.		Address on File						
Ragar, Christine A.		Address on File						
Raghy Achar		Address on File						
Rahmani, Nasrin		Address on File						
Raia, Meredith L.		Address on File						
Raia, Renee		Address on File						
Rail, Martha		Address on File						
Raina Lazarus		Address on File						
Raindrop Systems, Inc.		2350 Mission College Blvd., Suite 880			Santa Clara	CA	95054	
Rainey, Laura S.		Address on File						
Rains USA Inc		179 Entin Rd			Clifton	NJ	07014	
RaiseRight, LLC		2111 44th Street			Grand Rapids	MI	49508	
Raisor, Thomas M.		Address on File						
Raiter, Ashley N.		Address on File						
Raj, Nisha D.		Address on File						
Rajpaul, Ashley		Address on File						
Rakuten Marketing LLC (formerly Linkshare)		215 Park Avenue South	9th Floor		New York	NY	10003	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Ralph Orłowski		Address on File						
Ramco Centennial Shops LLC		500 North Broadway, Suite 201	PO Box 9010		Jericho	NY	11753	
Ramco Gershenson Properties LP	Centennial Shops	P.O. Box 350018			Boston	MA	02241-0518	
Ramco Gershenson Properties LP		500 North Boardway, Suite 201	PO BOX 9010		Jericho	NY	11753	
Ramco Gershenson Properties LP		500 North Broadway, Suite 201	PO Box 9010		Jericho	NY	11753	
Ramco Gershenson Properties LP		31500 Northwestern Highway	Suite 300		Farmington Hills	MI	48334	
Ramco-Gershenson Properties, L.P.	Attn Sr. Vice President - Asset Management	31500 Northwestern Highway, Suite 300			Farmington Hills	MI	48334	
Ramco-Gershenson Properties, L.P.	Honigman Miller Schwartz and Cohn LLP	Richard J. Bernstein, Esq. 31500 Northwestern Highway, Suite 300	39400 Woodward Avenue, Suite 101		Bloomfield Hills	MI	48304	
Ramco-Gershenson, Inc.	Centennial Shops				Farmington Hills	MI	48334	
Ramdass, Preshus		Address on File						
Ramesh, Savithri		Address on File						
Ramey LLP		5020 Montrose Blvd. Ste 800			Houston	TX	77006	
Ramin, Gary A.		Address on File						
Ramirez, Alexia M.		Address on File						
Ramirez, Bibiana D.		Address on File						
Ramirez, Brian S.		Address on File						
Ramirez, Carizia		Address on File						
Ramirez, Daniel J.		Address on File						
Ramirez, David		Address on File						
Ramirez, Elyana S.		Address on File						
Ramirez, Isabel A.		Address on File						
Ramirez, Janeth G.		Address on File						
Ramirez, Jessica		Address on File						
Ramirez, Leticia		Address on File						
Ramirez, Olivia		Address on File						
Ramirez, Roberto		Address on File						
Ramirez, Salina		Address on File						
Ramirez, Vivian A.		Address on File						
Ramiscal, Juan C.		Address on File						
Ramnanan, Richard		Address on File						
Ramnarace, Amanda-Jane		Address on File						
Ramon, Neida		Address on File						
Ramos Hernandez, Valeria		Address on File						
Ramos Mendez, Miguel A.		Address on File						
Ramos, Amya J.		Address on File						
Ramos, Ana		Address on File						
Ramos, Andrew R.		Address on File						
Ramos, Armando		Address on File						
Ramos, Brandon M.		Address on File						
Ramos, Jaiden		Address on File						
Ramos, Jesus		Address on File						
Ramos, Jose I.		Address on File						
Ramos, Phillip L.		Address on File						
Ramos, Ronnie		Address on File						
Ramos, Rossy		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Ramos, William Gabriel		Address on File						
Ramos-Rosas, Luis J.		Address on File						
Ramsburg, Jordan		Address on File						
Ramsey, Ashley		Address on File						
Ramsey, Nancy		Address on File						
Ramsey, Taylor-Jade		Address on File						
Randall, Sean		Address on File						
Randee Revell and Evan Revell		13550 Rontgen Circle			Orlando	FL	32827	
RANDI BENNETT		Address on File						
RANDI MEANS		Address on File						
Randle, Ashley D.		Address on File						
Randolph, Amber		Address on File						
Randolph, Amber		Address on File						
Randolph, Sheryl A.		Address on File						
Randolph, Stephanie		Address on File						
Randstad General Partner LLC	Randstad, Attn Treasury Department	3625 Cumberland Blvd, SE Suite 600			Atlanta	GA	30339	
Raneri, Jason S.		Address on File						
Raneri, Rosa P.		Address on File						
Rangel, Cassandra		Address on File						
Rangel, Jesse		Address on File						
Ranger Reit Iv Llc		PO Box 95428			Grapevine	TX	76099-9735	
Raphaely, Wendy M.		Address on File						
Rapid7 LLC		PO Box 347377			Pittsburgh	PA	15251	
Rapp, Karen E.		Address on File						
Rapp, Mindy L.		Address on File						
Rare Beauty Brands, Inc.		83 Morse St.			Norwood	MA	02062	
Rashad Trevor Samuels	Shaun Abrilz LS Sr. Investigator	New York State Department of Labor	State Office Bldg. Campus Building 12, Room 185C		Albany	NY	12240-0122	
Rashad Trevor Samuels		Address on File						
Rashid, Reeda		Address on File						
Rashon Hayes		Address on File						
RASIK PRODUCST PVT. LTD. UNIT IV		UNIT IV			MATHURA		281003	India
Raskin, John		Address on File						
Rathke, Matthew		Address on File						
Rauch, Eugene L.		Address on File						
Rauchfuss, Brianna G.		Address on File						
Ravid Law Group		450 North Roxbury Drive	Suite 725		Beverly Hills	CA	90210	
Ravid Law Group		601 S. Figueroa Street	#4400		Los Angeles	CA	90017	
Rawlins, Victor S.		Address on File						
Rawlinson, Melinda		Address on File						
Rawls, Jordan A.		Address on File						
Rawski, Michele		Address on File						
Ray III, Henry L.		Address on File						
Ray Jr., Thomas		Address on File						
Ray, Katherine		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Ray, Taylor		Address on File						
Raymond, Debbie		Address on File						
Raynett Nottie		Address on File						
Raynor, Gus		Address on File						
Rays Wrap Inc dba Jillson & Roberts		3300 W. Castor Street			Santa Ana	CA	92704-3908	
Razo, Vivian C.		Address on File						
Read, Siera		Address on File						
Ready America, Inc.		1399 Specialty Dr.			Vista	CA	92081	
Ready, Erinn		Address on File						
Reagan Phillips DBA Cure the Chaos		Address on File						
Reagan, Julie		Address on File						
Real, Nathalie J.		Address on File						
REALLY USEFUL BOXES INC.		355 Longview Drive			Bloomington	IL	60108	
Really Useful Boxes, Inc.		2791 Katherine Way			Elk Grove Village	IL	60007	
Reames, Natasha		Address on File						
Rearson, Gail		Address on File						
Rearte, Carolina		Address on File						
Reasons, Halli		Address on File						
Reaves, Tiffany A.		Address on File						
Rebecca Bacon		Address on File						
REBECCA CUNDIFF		Address on File						
Rebecca L. Winslow		Address on File						
REBECCA LYNN PARISH		Address on File						
Rebekah Christie		Address on File						
Rebekah Haynes		Address on File						
Rebekah M. Marple		Address on File						
Rebelo, Tracy		Address on File						
Rebibo, Evan M.		Address on File						
Recendes, Ariel		Address on File						
Recology Golden State		250 Executive Park Blvd.			San Francisco	CA	94134-3306	
Recurrent Ventures, Inc.		701 Bricknell Ave	Ste 1550		Miami	FL	33131	
Recycling Equipment Inc.		PO Box 1474			Hickory	NC	28603-1474	
Red Eagle, Ashlyne J.		Address on File						
Red River Tax Agency		P.O. Box 570			Coushatta	LA	71019	
Reddy, Brendan Z.		Address on File						
Reddy, Niambi C.		Address on File						
Reddy, Stephen D.		Address on File						
Redman, Beverly L.		Address on File						
Redmond, Briana		Address on File						
Redmond, Jeremy		Address on File						
Redonda, Layla		Address on File						
Redwood Software, Inc.		3005 Carrington Mill Blvd	Suite 510		Morrisville	NC	27560	
Reece, Carter S.		Address on File						
Reed, Jessica		Address on File						
Reed, Kerrie		Address on File						
Reed, Malcom		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Reed, Marie N.		Address on File						
Reed, Martrio		Address on File						
Reed, Melody M.		Address on File						
Reed, Nikkita		Address on File						
Reed, Phillip J.		Address on File						
Reed, Simon		Address on File						
Reed-Bouley, Rosa		Address on File						
Reeder, Pamela L.		Address on File						
Reema Patel		Address on File						
Rees, Jennifer A.		Address on File						
Reese, Fia		Address on File						
Reese, Jamila		Address on File						
Reese, Kathryn		Address on File						
Reese, William		Address on File						
Reeve III, Walter S.		Address on File						
Reeves, Champaign D.		Address on File						
Reeves, Christy M.		Address on File						
Reeves, Dashawn		Address on File						
Reeves, Domonique		Address on File						
Reeves, Tracey A.		Address on File						
Regala, Alexander C.		Address on File						
Regala, Andrew B.		Address on File						
Regala, Carolyn G.		Address on File						
Regala, Lindsey A.		Address on File						
Regalado, Amanda		Address on File						
Regaspi, Noel J.		Address on File						
Regency Centers, LP		PO Box 644019			Pittsburgh	PA	15264	
Regency Solar II, LLC		PO Box 844235			Boston	MA	02284-4235	
Regent Holding Company, LLC	Ken Schnarrs / Adam Schrier	6000 Freeport Avenue Suite 101			MEMPHIS	TN	38141	
REGINA C HOWE		Address on File						
Regina Morrison Newman, Trustee		PO Box 2751			Memphis	TN	38101	
Rehau Industries, Llc		P O BOX 347207			Pittaburgh	PA	15251-4207	
Rehau Industries, Llc		625 Kenmoor Ave SE # 105			Grand Rapids	MI	49549	
Rehling, Casey W.		Address on File						
Reid Esq., Rachel R.		Address on File						
Reid, Alexandra		Address on File						
Reid, Cheleise		Address on File						
Reid, Emmanuel		Address on File						
Reid, Kalia		Address on File						
Reid, Michael V.		Address on File						
Reid, Shzaquell		Address on File						
Reimer, Paul E.		Address on File						
Reinhart, William		Address on File						
Reininger, Carrie		Address on File						
Reis Platter, Heather E.		Address on File						
Reiser, Kaitlyn		Address on File						
Reiss III, Jacob H.		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Rejcek, Nancy		Address on File						
RELEX Solutions Inc.		1201 Peachtree Street, Suite 1000			Atlanta	GA	30361	
Reliford, TayLore		Address on File						
Reller, Maurine		Address on File						
RELX Inc. dba LexisNexis		PO Box 733106			Dallas	TX	75373	
Rembert, Tiesha S.		Address on File						
Remensperger, Madeline		Address on File						
Remer, Ashley R.		Address on File						
Remington, Araceli		Address on File						
REMODEEZ, LLC		301 East John Street, #3449			Matthews	NC	28106	
remodeez, LLC		1920 Abbott Street	Suite 303		Charlotte	NC	28203	
Rendon, Evelyn		Address on File						
Rendon, Mauro F.		Address on File						
Rendon, Simon E.		Address on File						
Rene Meyrat		Address on File						
Renee Colavita		Address on File						
Renee Galasso		Address on File						
Renee Galasso		Address on File						
RENEE LANGSTON		Address on File						
Renee Little		Address on File						
Renee Stewart		Address on File						
Renfro, Lorenzo		Address on File						
Rengifo, Natalia		Address on File						
Rentsch, Kimberly A.		Address on File						
Renwick, David T.		Address on File						
Renyer, Theodore		Address on File						
Republic Services National Accounts, LLC		PO Box 99917			Chicago	IL	60696-7717	
Reshma Shah		Address on File						
Resolution Economics LLC		1925 Century Park East, 15th FL			Los Angeles	CA	90067	
RESOURCEFUL PRODUCTS, INC. (RPI)		PO Box 62			Ross	CA	94957	
Resources Global Professionals		PO Box 740909			Los Angeles	CA	90074	
resqme, Inc.		718 E. Mason Street			Santa Barbara	CA	93103	
Ressler, Mia		Address on File						
RESTON LLOYD		22880 GLENN DR. STE. 150			STERLING	VA	20164	
RESTON SPECTRUM LLC	Attn Accounts Receivable	c/o Lerner Corporation, Managing Agent	2000 Tower Oaks Boulevard, Eighth Floor		Rockville	MD	20852	
RESTON SPECTRUM LLC	Attn Legal Department	c/o Lerner Corporation, Managing Agent	2000 Tower Oaks Boulevard	Eighth Floor	Rockville	MD	20852	
Reston Spectrum LLC		2000 Tower Oaks Blvd	Eighth Floor		Rockville	MD	20852	
Reston Spectrum, LLC		2000 Tower Oaks Boulevard, Floor 8			Rockville	MD	20852	
Retail Association Services, Inc		618 Quince St Se			Olympia	WA	98501	
Retail Cyber Intelligence Sharing Center	R-CISC Membership Services	P.O. Box 743565			Atlanta	GA	30374-3565	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Retail Zipline, Inc.		2370 Market Street	Suite 436		San Francisco	CA	94114	
RetailNext, Inc.		60 S. Market Street	10th Floor		San Jose	CA	95113	
Retana, Rolando		Address on File						
Retana, Roselyn A.		Address on File						
Retrospective Goods LLC		55 Washington St #626			Brooklyn	NY	11201	
Retsky, Missy L.		Address on File						
Rettke, Natalie A.		Address on File						
Reverent Technologies		2400 Lakeside Blvd	STE 140		Richardson	TX	75082	
Revier, Lisa		Address on File						
Revionics, LLC		945 East Paces Ferry Road, Suite 2500			Atlanta	GA	30326	
Revuelta Orozco, Itzel J.		Address on File						
rewardStyle, Inc dba LTK		3102 Oak Lawn Ave, 9th Floor			Dallas	TX	75219	
Rex, Laurie		Address on File						
Reyes Jr., Armando		Address on File						
Reyes Najera, Samuel		Address on File						
Reyes Nicolas, Emma L.		Address on File						
Reyes Sanchez, Ana E.		Address on File						
Reyes, James B.		Address on File						
Reyes, Jonathan		Address on File						
Reyes, Madelyn J.		Address on File						
Reyes, Marina		Address on File						
Reyes, Melissa H.		Address on File						
Reyes, Michael A.		Address on File						
Reyes-Castillo, Brittanie A.		Address on File						
Reyez, Zilmarie		Address on File						
Reynolds, Dayjza		Address on File						
Reynolds, Heather		Address on File						
Reynolds, Joshua		Address on File						
Reynolds, Luke		Address on File						
Reynolds, Phyllis L.		Address on File						
RF Installations, LLC		1475 Avenue S	Suite #306		Grand Prairie	TX	75050	
RFA Brands, LLC		123 W Brown St			Birmingham	MI	48009	
Rhea, Amanda J.		Address on File						
Rhino Trunk and Case, Inc. dba Trunk Outlet		565 Blossom Road	Suite J		Rochester	NY	14610	
Rhoda Taylor, Amy E.		Address on File						
Rhode Island Attorney General	Attn Bankruptcy Department	150 S. Main St.			Providence	RI	02903	
Rhode Island Division of Taxation - Dept #88		PO Box 9702			Providence	RI	02940	
Rhode Island Energy		PO Box 371875			Pittsburgh	PA	15250-7875	
Rhode Island Energy		280 Melrose Street			Providence	RI	02907	
Rhode Island Office of the General Treasurer	Unclaimed Property Division	50 Service Ave			Warwick	RI	02886	
Rhoden, Dana L.		Address on File						
Rhoden, Todd S.		Address on File						
Rhodes, Bryn-Morgan		Address on File						
Rhodes, Holly M.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Rhodes, Lacey A.		Address on File						
Rhodes-Wilmere, Tayler S.		Address on File						
Rhonda Bender		Address on File						
Ricardo, Rafael		Address on File						
Ricciardi, Cheryl R.		Address on File						
Ricciardi, Kristina M.		Address on File						
Rice, Joseph M.		Address on File						
Richard C. Bailey		Address on File						
RICHARD JAMES MACRI		Address on File						
RICHARD PATTEK		Address on File						
Richard Vaughan		Address on File						
Richard, Aaron D.		Address on File						
Richard, Brett		Address on File						
Richard, Emma		Address on File						
Richard, Maritel L.		Address on File						
Richard, Virginia		Address on File						
Richards Homewares, Inc.		PO Box 83419			Portland	OR	97283-0419	
RICHARDS HOMEWARES, INC.		10675 North Lombard			Portland	OR	97203	
Richards, Lindsay M.		Address on File						
Richards, Nicole		Address on File						
Richardson Sr., Corey		Address on File						
Richardson, Alana A.		Address on File						
Richardson, Brenda		Address on File						
Richardson, Isaiah		Address on File						
Richardson, Jamisha D.		Address on File						
Richardson, John M.		Address on File						
Richardson, Logan		Address on File						
Richardson, Meghan M.		Address on File						
Richardson, Sadie		Address on File						
Richardson, Steven L.		Address on File						
Richardson, Yvette		Address on File						
Richelieu Chicago		237 North River Road	Suite 2		Mt. Clemens	MI	48043	
Richey Jr., William R.		Address on File						
Richey, Tasha E.		Address on File						
Richland Parish Tax Commission		P.O. Box 688			Rayville	LA	71269-0688	
Richter, Matthew H.		Address on File						
RICK LAFEBRE		Address on File						
Rick Travis		Address on File						
Rickard, Kori B.		Address on File						
Ricketson, Amy C.		Address on File						
Ricks, Monique E.		Address on File						
Rico, Nannette M.		Address on File						
Riddle, Dolores T.		Address on File						
Riddle, Micaela		Address on File						
Rideout II, Jerry		Address on File						
Rideout, Cassandra D.		Address on File						
Rider, Antonya A.		Address on File						
Rider, Nancy		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Ridge Hill Property Owner LLC	Attn DIRECTOR - REAL ESTATE ASSETS	c/o State Teachers Retirement System of Ohio	275 E Broad St		Columbus	OH	43215	
Ridge Hill Property Owner LLC	Attn GENERAL MANAGER	c/o North American Properties - Atlanta, Ltd	73 Market St, Ste 179		Yonkers	NY	10710	
Ridge Hill Property Owner LLC	Attn JULIEN CHAPERON	c/o Nuveen Real Estate	501 Brickell Key Dr, Ste 504		Miami	FL	33131	
Ridge Hill Property Owner, LLC		730 Third Avenue			New York	NY	10017	
Ridge, Kaitlin		Address on File						
Ridg-U-Rak, Inc.		PO Box 150			North East	PA	16428	
Ridgway School District		1115 West Clinton St.			Ridgway	CO	81432-0230	
Ridlon, Annabelle		Address on File						
Riebli, Kaylin C.		Address on File						
RIES RIES INC		55 Winthrop Street #6M			Brooklyn	NY	11225	
Riess, Melissa S.		Address on File						
RIFLE INC. DBA RIFLE PAPER CO.		558 W New England Ave, Suite 150			Winter Park	FL	32789	
Rifle Paper Co.		PO Box 744566			Atlanta	GA	30374	
Riggins, Melissa B.		Address on File						
Riggs, Christopher M.		Address on File						
Rigsby, Steven H.		Address on File						
RIGWA LIFE LLC		513 Ruby Dr			Mount Pleasant	SC	29464	
Riles, Moxie		Address on File						
Riley, Shanon		Address on File						
Riley, Shawn		Address on File						
Rinehart, Michelle L.		Address on File						
Ringold, Keandrea		Address on File						
Ringold, Pamela		Address on File						
Rink, Dawn		Address on File						
Rintye, Bridget A.		Address on File						
rios polania, myrian		Address on File						
Rios, Daniel A.		Address on File						
Rios, Eve		Address on File						
Rios, Marco A.		Address on File						
Rip Clayton		Address on File						
Ripkowski, Katelyn M.		Address on File						
Risk Specialists Companies Insurance Agency, Inc. d/b/a RSCIA in NH, UT & VT		11250 CORPORATE AVE, SUITE 210			LENEXA	KS	66219	
Risley, Sara A.		Address on File						
Ritcher, Lois M.		Address on File						
Ritchie, Kelly M.		Address on File						
Rithum, LLC (FKA Commerce Technologies, LLC)		25736 Network Place			Chicago	IL	60673	
Rivas, Gabriella M.		Address on File						
Rivas, Isabella		Address on File						
Rivera Aguilar, Yoselin		Address on File						
Rivera Estrella, Fabian		Address on File						
Rivera Jr., Anthony		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Rivera Vargas, Jennifer G.		Address on File						
Rivera, Amanda R.		Address on File						
Rivera, Carla P.		Address on File						
Rivera, Christopher A.		Address on File						
Rivera, Cristian J.		Address on File						
Rivera, Gerardo		Address on File						
Rivera, Jayanny		Address on File						
Rivera, Jonathan E.		Address on File						
Rivera, Liandra		Address on File						
Rivera, Lilia		Address on File						
Rivera, Matthew R.		Address on File						
Rivera, Melany		Address on File						
Rivera, Rafael		Address on File						
Rivera, Romeo T.		Address on File						
Rivera, Tristana M.		Address on File						
Rivera, Ulda I.		Address on File						
Rivera, Vanessa L.		Address on File						
Rivera, Vanessi		Address on File						
Rivera, William I.		Address on File						
Rivera, Xavier		Address on File						
Rivera-Sanchez, Leslie G.		Address on File						
Rivero, Isabella D.		Address on File						
Rivero, Sergio J.		Address on File						
Riveron Consulting, LLC		2000 McKinney Avenue, Suite 700			Dallas	TX	75201	
Rivers, Lynne G.		Address on File						
Rivet, Melissa A.		Address on File						
RM Design Studio		850 W. Bartlett Rd, Suite 1C			Bartlett	IL	60103	
Roa, Sharon R.		Address on File						
Roa, Sheyla		Address on File						
Roach II, Corey R.		Address on File						
Roach, Jason		Address on File						
Roach, Matthew		Address on File						
Robbin Rowe		Address on File						
Roberson Jr., Quentine L.		Address on File						
Roberson, Aaron		Address on File						
Robert Edward Jordan		Address on File						
Robert Half, Inc		2613 Camino Ramon			San Ramon	CA	94583	
ROBERT SWIFT		Address on File						
Roberti, Michael		Address on File						
Roberts, Antonio		Address on File						
Roberts, Gerri		Address on File						
Roberts, Jordan		Address on File						
Roberts, Mitchell C.		Address on File						
Roberts, Sarah J.		Address on File						
Robertson Jr., John		Address on File						
Robertson, Andrew		Address on File						
Robertson, Dani		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Robertson, Lily S.		Address on File						
Robertson, Mary C.		Address on File						
Robertson, Maverick P.		Address on File						
Robertson, Nichole		Address on File						
Robertson, Tonya Y.		Address on File						
Robin Patterson		Address on File						
Robinson, Alexis		Address on File						
Robinson, Alysia		Address on File						
Robinson, Amina E.		Address on File						
Robinson, Annette		Address on File						
Robinson, Anthony J.		Address on File						
Robinson, Bridget L.		Address on File						
Robinson, Briona M.		Address on File						
Robinson, Carmen E.		Address on File						
Robinson, Charlotte J.		Address on File						
Robinson, Damon		Address on File						
Robinson, Isaiah		Address on File						
Robinson, Jacolby		Address on File						
Robinson, Jaya		Address on File						
Robinson, Jodie C.		Address on File						
Robinson, Joshua D.		Address on File						
Robinson, Latora		Address on File						
Robinson, Monica V.		Address on File						
Robinson, Nia		Address on File						
Robinson, Nicole		Address on File						
Robinson, Nina K.		Address on File						
Robinson, Rachel		Address on File						
Robinson, Rachel P.		Address on File						
Robinson, RaChelle		Address on File						
Robinson, Rebecca J.		Address on File						
Robinson, Reshe S.		Address on File						
Robinson, Riley		Address on File						
Robinson, Seth G.		Address on File						
Robinson, Susan W.		Address on File						
Robinson, William H.		Address on File						
Robitaille, Adam		Address on File						
Robles, Chadwick R.		Address on File						
Robles, Hailie K.		Address on File						
Robles, Michael		Address on File						
Robopac Usa		2150 Boggs RD Suite 200			Duluth	GA	30096	
Rocha Astorga, Mario J.		Address on File						
Rocha, Shirley		Address on File						
Rocha, Tiffany		Address on File						
Rockerbox, Inc.		228 Park Ave S PMB 83028			New York	NY	10003	
Rockwell, Martika L.		Address on File						
Rocquemore, Robert E.		Address on File						
Rodabaugh, Koen J.		Address on File						
Roden, Benjamin D.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Rodenbaugh, Marisa M.		Address on File						
Roderick, Curtis		Address on File						
Rodgers, Jailita L.		Address on File						
Rodrigo Correa DBA Home Design & Decor		2571 Rocky Springs Dr			Marietta	GA	30062	
Rodriguez Chim, Irma A.		Address on File						
Rodriguez Gonzalez, Lizbeth C.		Address on File						
Rodriguez III, Rafael		Address on File						
Rodriguez Jr., William		Address on File						
Rodriguez, Alberto C.		Address on File						
Rodriguez, Alexis		Address on File						
Rodriguez, Alicia		Address on File						
Rodriguez, Anisa N.		Address on File						
Rodriguez, Anthony F.		Address on File						
Rodriguez, Ariel		Address on File						
Rodriguez, Aysa		Address on File						
Rodriguez, Bernice F.		Address on File						
Rodriguez, Briant R.		Address on File						
Rodriguez, Carlos		Address on File						
Rodriguez, Catalina		Address on File						
Rodriguez, David M.		Address on File						
Rodriguez, Denise R.		Address on File						
Rodriguez, Edan E.		Address on File						
Rodriguez, Edward J.		Address on File						
Rodriguez, Esmeralda		Address on File						
Rodriguez, Felipe J.		Address on File						
Rodriguez, Helen P.		Address on File						
Rodriguez, Joel		Address on File						
Rodriguez, Johana		Address on File						
Rodriguez, Jonathan		Address on File						
Rodriguez, Karina A.		Address on File						
Rodriguez, Kate		Address on File						
Rodriguez, Kery S.		Address on File						
Rodriguez, Lisa		Address on File						
Rodriguez, Luis		Address on File						
Rodriguez, Maireny		Address on File						
Rodriguez, Marguerite L.		Address on File						
Rodriguez, Maria		Address on File						
Rodriguez, Mario		Address on File						
Rodriguez, Marlen		Address on File						
Rodriguez, Michael		Address on File						
Rodriguez, Michael A.		Address on File						
Rodriguez, Michael E.		Address on File						
Rodriguez, Renee M.		Address on File						
Rodriguez, Robert A.		Address on File						
Rodriguez, Selina		Address on File						
Rodriguez, Warren J.		Address on File						
Rodriguez, Yolanda A.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Rodriguez-Prado, Leslie		Address on File						
Rodriguez-Robles, Hellen		Address on File						
Rodriguez-Valentine, Jose		Address on File						
Roebke, Rachel		Address on File						
Roemer, Elisabeth C.		Address on File						
Rogers, Alexander L.		Address on File						
Rogers, Deja		Address on File						
Rogers, Rachel K.		Address on File						
Rogers, William D.		Address on File						
Roggero, Audrey		Address on File						
Rohini Chandra		Address on File						
Rohl, Holly		Address on File						
Rohlman, Autumn		Address on File						
Rohr, Deborah L.		Address on File						
Rohret, Amy J.		Address on File						
Rojas Cenicerros, Jaqueline		Address on File						
Rojas Jr., Danny A.		Address on File						
Rojas, Juan C.		Address on File						
Rojas, Juanita		Address on File						
Rojas, Raul		Address on File						
Roland, Andrew E.		Address on File						
Roland, Dawn M.		Address on File						
Rolf, Christena M.		Address on File						
Rolf, Lisa L.		Address on File						
Rolland Safe and Lock		3140 Towerwood Drive			Dallas	TX	75234-2313	
Rolleri, Penny L.		Address on File						
Rollins Jr., Edward J.		Address on File						
Rollins, Calah N.		Address on File						
Rollman, Michele L.		Address on File						
Roman, AB A.		Address on File						
Roman, Romula Y.		Address on File						
Romano, Jennifer M.		Address on File						
Romano, Paul		Address on File						
Romero, Adriana		Address on File						
Romero, Arely		Address on File						
Romero, Elizabeth		Address on File						
Romero, Fernanda M.		Address on File						
Romero, Floricelda E.		Address on File						
Romero, Johnathan		Address on File						
Romero, Leonel		Address on File						
Romero, Mary L.		Address on File						
Romero, Natalia		Address on File						
Romero-Serraras, Jessica		Address on File						
Romig, Jordan		Address on File						
Rommel Inc		1142 Mamaroneck Ave			White Plains	NY	10605	
Rommel Installations LLC		1142 Mamaroneck Ave			White Plains	NY	10605	
Rommel Installations MA LLC		10 City PL	Apt 10A		White Plains	NY	10605	
Romualdo, Aidan M.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Ron Blank & Associates, Inc.		16120 College Oak	Suite 101		San Antonio	TX	78249	
RONALD C SHERRILL JR		Address on File						
Room & Board Inc		4600 Olson Memorial Highway			Minneapolis	MN	55422	
Room Copenhagen		1814 Marlton Pike East	Suite 303		Cherry hill	NJ	08003	
ROOM COPENHAGEN, INC.		Overgaden Neden Vandet 19A			1414 Copenhagen K		1414	Denmark
ROOM COPENHAGEN, INC.		900 KINGS HIGHWAY NORTH	SUITE 302		CHERRY HILL	NJ	08034	
Rooney, Nicole E.		Address on File						
Roper, Michael		Address on File						
Roppoli, Samantha		Address on File						
Roque, Olivia R.		Address on File						
Rosa Navas		Address on File						
ROSA PEREZ RANERI		Address on File						
Rosa, Christina		Address on File						
Rosa, Tanja		Address on File						
Rosales, Abigail B.		Address on File						
Rosales, Alejandra		Address on File						
Rosales, Alyssa S.		Address on File						
Rosales, Jossue		Address on File						
Rosales, Oscar		Address on File						
Rosales-Dardon, Michael		Address on File						
Rosana Chavez		Address on File						
Rosario, Jayden		Address on File						
Rosario, Marielis N.		Address on File						
Rosario, Nicole		Address on File						
Rosas, Alberto		Address on File						
Rose Cunniff, Barbara A.		Address on File						
Rose Displays		500 Narragansett Park Drive			Pawtucket	RI	02861	
Rose Monsif C/O Maria Carter		Address on File						
rose plastic USA LLLP		525 Technology Dr.			Coal Center	PA	15423	
Rose Plastic USA, dba Rose Lite Packaging		PO Box 643658			Pittsburgh	PA	15264	
Rose, Arabella K.		Address on File						
Rose, Isabel		Address on File						
Rose, Karen G.		Address on File						
Rose, Kayla M.		Address on File						
Rose, Lydell L.		Address on File						
Rosemond, Justine D.		Address on File						
Rosen, Jake		Address on File						
Rosenberger, Jennifer L.		Address on File						
ROSENDAHL DESIGN GROUP US LLC		27 W 28th St.	Suite 15039		New York	NY	10016	
Rosendahl Design Group US LLC		27 E 28th St			New York	NY	10016	
Roshni Devlukia (United Talent Agency)		Address on File						
Ross Township, PA	c/o Public Works Department	225 Cemetery Lane			Pittsburgh	PA	15237	
Ross Township, PA		PO Box 645124			Pittsburgh	PA	15264-5124	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Ross, Adele L.		Address on File						
Ross, Allyson		Address on File						
Ross, Casey		Address on File						
Ross, Claudia		Address on File						
Ross, Kennedy		Address on File						
Ross, Kyle		Address on File						
Ross, Latisha M.		Address on File						
Ross, Mary E.		Address on File						
Ross, Molly L.		Address on File						
Rosser, Reid A.		Address on File						
Rossi, Grace E.		Address on File						
Rossiter, Steve J.		Address on File						
Roth, Adam C.		Address on File						
ROTHO SP. Z.O.O		ul. Wladyslawa Grabskiego 2	Koszalin		Zachodniopomorskie		75-209	Poland
Roti, Lisa		Address on File						
ROTUBA DBA SNIFFY		1401 Park Avenue South			Linden	NJ	07036	
Rouget, Nathan N.		Address on File						
Roulo, Elizabeth A.		Address on File						
ROUNG SHU INDUSTRY CORPORATION		NO.3 LANE 375,SEC3,LU TSAO RD.,LU KANG TOWN,	CHANG HUA HSIEN,TAIWAN.		LU KANG TOWN		50566	Taiwan
Roush, Alice B.		Address on File						
Roussey, Marcus C.		Address on File						
Roussey, Tracy D.		Address on File						
Roussey, Travis		Address on File						
Rowe, Connor		Address on File						
Rowe, Jacob E.		Address on File						
Rowe, Michael C.		Address on File						
Rowland, Courtney		Address on File						
Rowland, Grace M.		Address on File						
Rowlings-Pimentel, Joe C.		Address on File						
ROXANNA LADD		Address on File						
Roy, Cynthia		Address on File						
Roy, Jack L.		Address on File						
Royal Jr., Joel T.		Address on File						
Royes, Malia E.		Address on File						
RPAI Southwest Management LLC	Attn President South Division	2021 Spring Rd, Ste 200			Oak Brook	IL	60523	
RPAI Vienna Tysons, L.L.C.	Attn Director of Collections	c/o RPAI Holdco Management LLC	2021 Spring Road, Suite 200		Oak Brook	IL	60523	
RPAI Vienna Tysons, L.L.C.	Attn President - Eastern Division	c/o Retail Properties of America, Inc.	2021 Spring Road, Suite 200		Oak Brook	IL	60523	
RPAI Vienna Tysons, L.L.C.	Attn SVP/Director of National Retail Leasing and Services	c/o RPAI US Management LLC	2021 Spring Road, Suite 200		Oak Brook	IL	60523	
RPI.		PO Box 62	47 Redwood		Ross	CA	94957	
RPT Realty LP		500 North Broadway, Suite 201	PO Box 9010		Jericho	NY	11753	
RPT Realty, L.P.		20750 Civic Center Drive, Suite 310			Southfield	MI	48076	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
RPT Realty, L.P.		19 W 44th Street, Suite 1002			New York	NY	10036	
RPX Insurance Services LLC		One Market Plaza	Suite 1100, Steuart Tower		San Francisco	CA	94105	
RSVP International		4021 13th Avenue W.			Seattle	WA	98119	
RSVP INTERNATIONAL		1607 136th Ave. E			Sumner	WA	98390	
RSVP INTERNATIONAL		18125 Andover Park West			TUKWILA	WA	98188	
RT Specialty		180 N. Stetson Avenue, Suite 4600			Chicago	IL	60601	
RUBBO INTERNATIONAL, INC.		488 W. Meats Avenue			Orange	CA	92865	
Rubbo International, Inc.		820 N. Poinsettia St			Santa Ana	CA	92701	
Ruben Perez		Address on File						
Ruben, Alyssa J.		Address on File						
Rubenstein, Corinne L.		Address on File						
Rubinett, Jacqueline G.		Address on File						
Rubinstein, Gary		Address on File						
Rubinstein, Julia		Address on File						
Rubio, Juliana		Address on File						
Rudd, Denzel		Address on File						
Rudd, Raven S.		Address on File						
Rudd, Stacy		Address on File						
Rudin, Erica A.		Address on File						
Rudzki, Michael P.		Address on File						
Rueda, Jose R.		Address on File						
Rueda, Shaikha	Perona, Langer, Beck, Serbin & Harrison	Landero, Victor	300 East San Antonio Drive		Long Beach	CA	90807	
Rueda, Shaikha A.		Address on File						
Ruelas, Lorena		Address on File						
Ruelas-Marin, Mauricio		Address on File						
Ruff, Jalen A.		Address on File						
Ruiz Alvarado, Olga		Address on File						
Ruiz, Brenda L.		Address on File						
Ruiz, Marcus R.		Address on File						
Ruiz-Ponce, Jason D.		Address on File						
Ruiz-Vazquez, Silverio		Address on File						
Rulifson, Kristen L.		Address on File						
Rumalla, Sudha Rani		Address on File						
Rummel, Julie S.		Address on File						
Rumowski, Despo L.		Address on File						
Runnells, Peter R.		Address on File						
Runnells, Mae F.		Address on File						
Rush, Nydazia		Address on File						
Russell, Aeron I.		Address on File						
Russell, Anita M.		Address on File						
Russell, Donna M.		Address on File						
Russell, Kayleigh L.		Address on File						
Russell, Kelly		Address on File						
Russell, Kelly		Address on File						
Russell, Susan M.		Address on File						
Russell, Trevor		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Russeth, David R.		Address on File						
Russo, Kiana K.		Address on File						
Russo, Lori N.		Address on File						
Ruth Thornton		Address on File						
Rutkowski, Barbara		Address on File						
Ruwe, Yvonne M.		Address on File						
RVS Consulting LLC		3010 Albrecht Dr.			Prospect	KY	40059	
RWS Facility Services		P.O. Box 740209	Dept# 40299, RWS Facility Services		Atlanta	GA	30374	
RxBenefits, Inc.		3700 Colonnade Parkway	Suite 600		Birmingham	AL	35243	
RXO Capacity Solutions, LLC		11215 North Community House Road			Charlotte	NC	28277	
Ryan Kelly		Address on File						
Ryan Madson		Address on File						
Ryan Purser		Address on File						
Ryan Reneau dba I&I-B2B LLC		Address on File						
Ryan Rock		Address on File						
Ryan Rubino		Address on File						
RYAN SCOTT JOHNSON		Address on File						
Ryan Tax Compliance Services, LLC		13155 Noel Rd STE 100			Dallas	TX	75240	
Ryan, Kerry L.		Address on File						
Ryan, LLC		PO Box 848351			Dallas	TX	75284-8351	
Ryan, Sarada		Address on File						
Ryann Hewitt		Address on File						
Ryce, Lenita		Address on File						
Ryce-Hester, Summer		Address on File						
Ryson International, Inc.		300 Newsome Dr			Yorktown	VA	23692	
Saam, Henry		Address on File						
Saari-Poulter, Christopher A.		Address on File						
Saavedra, Daisy M.		Address on File						
Sabatino, Rebecca		Address on File						
Saber Livingston LLC		2453 Route 6			Brewster	NY	10509	
Saber Livingston, LLC	c/o Saber Real Estate North, LLC	2453 Route 6			Brewster	NY	10509	
Sabes, Jacob H.		Address on File						
Sabine Parish		Address on File						
Sabo, Kayla A.		Address on File						
Sabogal, Mauricio		Address on File						
Sabrina Flores		Address on File						
Saca, Alfredo		Address on File						
Saccoccio, Kayla C.		Address on File						
Sacoto, Natasha D.		Address on File						
Sacramento County	Unsecured Tax Unit	PO Box 508			Sacramento	CA	95812-0508	
Sacramento County		PO Box 508			Sacramento	CA	95812-0508	
Sacramento Municipal Utility District		6201 S St.			Sacramento	CA	95817	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
SADA Systems, Inc.		5250 Lankershim Boulevard, Suite 620			North Hollywood	CA	91601	
Saeed, Mahasin		Address on File						
Saeed, Soneya S.		Address on File						
Saefong, Aaron		Address on File						
SAFE LIFE SECURITY CORP		720 KING GEORGES ROAD STE 303			Ford	NJ	08863	
Safeguard Business Systems		Lockbox 229 P.O. BOX 7247			Philadelphia	PA	19170-0001	
Safenames, Ltd	Safenames LTD	PO Box 851			Ashburn	VA	20146	
Safety-Kleen Systems, Inc.		P.O. Box 975201			Dallas	TX	75397	
Sage Software, Inc.		14855 Collection Center Drive			Chicago	IL	60693	
Sage, Paul M.		Address on File						
Sagi, Nitin		Address on File						
Saha, Dhritiman		Address on File						
Sahadat, Safiya		Address on File						
SailPoint Technologies, Inc.		11120 Four Points Drive	Suite 100		Austin	TX	78726	
Saini, Hardeep S.		Address on File						
Saint-Hilaire, Blair A.		Address on File						
Saintil, Denise		Address on File						
Saiz, Aliyah F.		Address on File						
Sakr, Estefania		Address on File						
Salanto, Diane		Address on File						
Salazar, Ana M.		Address on File						
Salazar, Christian E.		Address on File						
Salazar, James		Address on File						
Salazar, Roberto		Address on File						
Salazar, Vanessa A.		Address on File						
Salazar, Ximena F.		Address on File						
Salcedo, Elisa		Address on File						
Salcedo, Liliana		Address on File						
Salchak, Donna A.		Address on File						
Salcido, Daniel J.		Address on File						
Saldana, Alex		Address on File						
Saldivar Barbosa, Jessika		Address on File						
Saldivar, Jesus		Address on File						
Salemi, Susan		Address on File						
Salena Lawrence		Address on File						
Salesforce.com, Inc.		PO Box 203141			Dallas	TX	75230	
Salgado-Ramos, William		Address on File						
Salice America, Inc		2123 Crown Centre Dr			Charlotte	NC	28227-7701	
Salmeron, Lesley A.		Address on File						
Salome, Erik		Address on File						
Salomon, Chloe A.		Address on File						
Sals Maintenance		1301 16th Street	#328		San Francisco	CA	94103	
Salt by Sabrina		5513 W 11000 North #114			Highland	UT	84003	
Salt Lake County Assesor		PO Box 410470			Salt Lake City	UT	84141-0470	
Salt, Asheleigh		Address on File						
Salter, Scott J.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Saltz, Ann		Address on File						
Salvatera, Michelle		Address on File						
Salvucci, Maria		Address on File						
Salzman, Addison J.		Address on File						
Sam Molsen		Address on File						
Sam Smetter		Address on File						
Sam, Brezhane		Address on File						
Samano, Filiberto		Address on File						
Samantha Jones		Address on File						
SAMANTHA KATHLEEN COOK		Address on File						
Samantha Lewiston		Address on File						
Samatar, Keenadid		Address on File						
Sambursky, KayLee R.		Address on File						
Sampson, Elizabeth C.		Address on File						
Sampson, Salix		Address on File						
Sams Club A		PO Box 530981			Atlanta	GA	30353-0981	
Samson, Janet E.		Address on File						
SAMSONICO GROUP		725 Riverside Drive, 11E			New York	NY	10031	
SAMSONICO GROUP		4925 Westin Park Drive			Conway	AR	72034	
Samsonico USA LLC		4925 Westin Park Drive			Conway	AR	72034	
SAMUEL MONTES		Address on File						
Samuel, Terrica		Address on File						
Samuels, Gloria		Address on File						
Samuels, Kierre J.		Address on File						
Samuels, Lindsay		Address on File						
San Antonio Water System, TX		2800 US Hwy 281 N			San Antonio	TX	78212	
San Antonio Water System, TX		PO Box 650989			Dallas	TX	75265-0989	
San Diego County, Tax Collector	Treasurer-Tax Collector	P.O. Box 129009			San Diego	CA	92112	
San Diego County, Tax Collector		1600 Pacific Highway Room 162			San Diego	CA	92101	
San Diego Gas & Electric		8330 Century Park Ct.			San Diego	CA	92123-1530	
San Diego Gas & Electric		P.O. Box 25111			Santa Ana	CA	92799-5111	
San Francisco Community Health Authority		201 Third Street	7th Floor		San Francisco	CA	94103	
San Francisco Tax Collector		P.O. Box 7425			San Francisco	CA	94120-7425	
San Francisco Tax Collector		1 DR. Carlton B. Goodlett Place	City Hall Room 140		San Francisco	CA	94102-4639	
San Jose Water Company		PO Box 7045			Pasadena	CA	91109-7045	
San Jose Water Company		110 West Taylor St			San Jose	CA	95110-2131	
San Miguel Jr., Julio		Address on File						
Sanaei, Shervin		Address on File						
Sanborn, Corinne		Address on File						
Sanchez Aguilar, Roberto		Address on File						
Sanchez Guerrero, Beatriz E.		Address on File						
Sanchez Martinez, Karla		Address on File						
Sanchez, Amalia C.		Address on File						
Sanchez, Brandon E.		Address on File						
Sanchez, Cassandra M.		Address on File						
Sanchez, Estela		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Sanchez, Federico E.		Address on File						
Sanchez, Hildareliz G.		Address on File						
Sanchez, Jaenise D.		Address on File						
Sanchez, Janet		Address on File						
Sanchez, Jason		Address on File						
Sanchez, Jennifer R.		Address on File						
Sanchez, Jessica		Address on File						
Sanchez, Jocelyn N.		Address on File						
Sanchez, Juan L.		Address on File						
Sanchez, Lesly		Address on File						
Sanchez, Lizardo		Address on File						
Sanchez, Miguel		Address on File						
Sanchez, Miguel A.		Address on File						
Sanchez-Perez, Victor M.		Address on File						
Sancrainte, Valerie		Address on File						
Sandal Homes LLC		129 Boerum Pl Apt 3C			Brooklyn	NY	11201	
SANDAL HOMES LLC (DBA MOLLYS SUDS)		129 Boerum Pl	Apt 3C		Brooklyn	NY	11201	
Sander Shearer, Agneta		Address on File						
Sander, David D.		Address on File						
Sanders, Brendan M.		Address on File						
Sanders, Desiree F.		Address on File						
Sanders, Eddie		Address on File						
Sanders, Jasmine		Address on File						
Sanders, John K.		Address on File						
Sanders, Joshua		Address on File						
Sanders, Kristen M.		Address on File						
Sanders, Monique N.		Address on File						
Sanders, Olivia		Address on File						
Sanders, Rachel A.		Address on File						
Sanders, Raven A.		Address on File						
Sandoval, Carlos		Address on File						
Sandoval, Carolyn J.		Address on File						
Sandoval, Millie C.		Address on File						
Sandoval, Noemy		Address on File						
Sandoval, Susana		Address on File						
Sandra Eliana Borja		Address on File						
Sandra Eliana Borja		Address on File						
Sandra Gonzalez		Address on File						
Sandra Heisterkamp		Address on File						
SANDRA ROSEND		Address on File						
SANDRA STAGG		Address on File						
Sandra Thompson		Address on File						
Sandy, Jeremiah		Address on File						
Sanford, L.P.		75 Remittance Drive	Suite 1167		Chicago	IL	60675-1167	
Sanford, Lita D.		Address on File						
Sang, Suilen M.		Address on File						
Sani-omolori, Hakim L.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Sankaran, Shuba		Address on File						
Sant, Addison		Address on File						
Sant, Sophia		Address on File						
Santa Clara County	Depart. Agriculture & Resource Mgmt-Divi	1553 Berger Dr. Bldg 1			San Jose	CA	95112	
Santa Clara County		1555 Berger Drive	Suite 300		San Jose	CA	95112	
Santa Clara County		1553 Berger Dr. Bldg 1			San Jose	CA	95112	
Santa Clara University		500 El Camino Real			Santa Clara	CA	95053	
Santagata, Amanda		Address on File						
Santana Nieves, Graciela		Address on File						
Santiago, Denee		Address on File						
Santiago, Julio D.		Address on File						
Santiago, Linda I.		Address on File						
Santiago, Regina		Address on File						
Santiago, Yaricel J.		Address on File						
Santillano, Daniela		Address on File						
Santos, Angel J.		Address on File						
Santos, Dena K.		Address on File						
Santos, Pedro		Address on File						
Santos, Samantha B.		Address on File						
Sanville, Makayla L.		Address on File						
Sapient Corporation		40 Water Street			Boston	MA	02109	
Sapp, Juandisha		Address on File						
Sara McLaughlin		Address on File						
Sara R. Fisher dba A Simple Space, LLC		Address on File						
Sarah Colavito		Address on File						
SARAH COONS LINDSAY		Address on File						
Sarah Edelman dba S&D Simply Organized		Address on File						
Sarah Graham		Address on File						
Sarah Grantham		Address on File						
SARAH HRIVNAK		Address on File						
Sarah McDonald		Address on File						
Sarah Nieto DBA Eclectic Living Spaces, LLC		Address on File						
Sarah R Buckwalter		Address on File						
Sarah Rose Davis dba Think Tidy LLC		Address on File						
Sarah Schier dba Beautiful Life Creative Org		Address on File						
SARAH WINSTEAD		Address on File						
Sargent, Aliana J.		Address on File						
Sargent, Brandi		Address on File						
SARITA NADER		Address on File						
Sarmiento, Brandon A.		Address on File						
Sarnobat, Anita		Address on File						
Sarokon, Darla J.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Sarwari, Nahida M.		Address on File						
Sasha McDonald		Address on File						
Satin, Vicki		Address on File						
Sauce Labs Inc.		Dept LA 24509			Pasadena	CA	91185	
Saucedo, Beatrice E.		Address on File						
Saucedo, Jose A.		Address on File						
Sauer, Cecilia		Address on File						
Sauls, Maggie R.		Address on File						
Saunders, Charity P.		Address on File						
Saunders, Wendy R.		Address on File						
Sautel, Elizabeth		Address on File						
Savage, Jasmine		Address on File						
Savannah Virden		Address on File						
Savard, Christy L.		Address on File						
Save Energy Systems, Inc.		39 Blossom Ct			Westborough	MA	01581	
SaveOnSP, LLC		40 La Riviere Dr, Ste 310			Buffalo	NY	14202	
Savivanh, Nathan M.		Address on File						
Savor Goods, LLC		152 Franklin Street			New York	NY	10013	
Savory, Christopher		Address on File						
Sawyer, Aalysia		Address on File						
Sawyer, Chelsea T.		Address on File						
Saxe, Melissa R.		Address on File						
Saxon, Laurie		Address on File						
Say Technologies LLC		PO BOX 23938			New York	NY	10087	
Sazan LLC		3267 Bee Caves Rd	Ste. 107 #327		Austin	TX	78746	
SC Coale Limited Liability Company		1717 Annex Avenue	Unit 601		Dallas	TX	75204	
Scallan, Dylan T.		Address on File						
Scanlan, Jerry P.		Address on File						
Scanlan, Mary		Address on File						
Scannell, Colleen		Address on File						
Scantron Corporation		P.O. Box 93038			Chicago	IL	60673-3038	
SCENTCO, INC.		8640 Argent St.			Santee	CA	92071	
SCENTSIBLE LLC, DBA POOPOURRI		4901 Keller Springs Rd.	Suite 106-D		Addison	TX	75001	
Scentsible, LLC		4901 Keller Springs Road	Suite 106-D		Addison	TX	75001	
Schachte, Laura C.		Address on File						
Schachter, Estaire Y.		Address on File						
Schaefbauer, Suzanne		Address on File						
Schaefer, Jessica		Address on File						
Schaffer, April		Address on File						
Schall, Mark E.		Address on File						
Schanz, Jennifer M.		Address on File						
Schaub, Leigh A.		Address on File						
Schaub, Paula M.		Address on File						
Schedin, Benjamin A.		Address on File						
Schefflin-Emrich, Mark		Address on File						
Scheiderer, Jayme A.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Schenck, Liam		Address on File						
Scherr, Sharone C.		Address on File						
Schey, Steven L.		Address on File						
Schick, Julianne		Address on File						
Schienze, Adrian		Address on File						
Schiller, Andre K.		Address on File						
Schiltz, Megan L.		Address on File						
Schindler Elevator Corp.		P.O. Box 93050			Chicago	IL	60673-3050	
Schindler, Reece		Address on File						
Schissler, Noah		Address on File						
Schlagbaum, Chelsea T.		Address on File						
Schlette, Christina A.		Address on File						
Schlosser, Kevin		Address on File						
Schlumbohm, Brian E.		Address on File						
Schmeer, Anna		Address on File						
Schmeling, Max J.		Address on File						
Schmidt, Austin		Address on File						
Schmidt, Cindy		Address on File						
Schmidt, Erika		Address on File						
Schmidtke, Lisa		Address on File						
Schneider National Carriers, Inc.		PO Box 2545			Green Bay	WI	54306	
Schneider, Alexander B.		Address on File						
Schneider, Sarah		Address on File						
Schneider, Sean J.		Address on File						
Schneiderhan, Kathleen		Address on File						
Schnitzer, Sarah A.		Address on File						
Schochner, Susan		Address on File						
Schoell, Katrina A.		Address on File						
Schoenauer-Larkins, Cassie		Address on File						
Schoenfeld, Lynn		Address on File						
Schoenman, Nancy E.		Address on File						
Schoepf, Megan		Address on File						
Schofield, Joyce		Address on File						
Scholin, Natasha R.		Address on File						
Schomburg, Nancy L.		Address on File						
Schomburg, Stephen L.		Address on File						
Schorr, Alyssa		Address on File						
Schott, Jill R.		Address on File						
Schrager, Samantha		Address on File						
Schrock, Hayley		Address on File						
Schrock, Leyla A.		Address on File						
Schroeder & Tremayne Inc		BIN #110200	P.O. Box 790051		St. Louis	MO	63179-0051	
SCHROEDER & TREMAYNE INC		8500 Valcour Ave.			St. Louis	MO	63123	
Schroeder, Autumn		Address on File						
Schroeder, John M.		Address on File						
Schroeder, Margaret A.		Address on File						
Schroeder, Weston L.		Address on File						
Schubert, Jeremiah		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Schubert, Louise G.		Address on File						
Schultz, Christina M.		Address on File						
Schumacher Kanno, Tracy M.		Address on File						
Schuster, Micah		Address on File						
Schwan, Jay N.		Address on File						
Schwanemann, Leila K.		Address on File						
Schwartz, Adam R.		Address on File						
Schwartzbauer, Samuel		Address on File						
Schwarz Paper Company, LLC		8338 Austin Ave			Morton Grove	IL	60053	
Schweitzer, Garrett		Address on File						
Schwertner, Kristin L.		Address on File						
Schwinzer, Mark E.		Address on File						
SCHYLLING Inc.		21 HIGH ST	SUITE 400		NORTH ANDOVER	MA	01845	
Schylling Inc.		PO Box 842358			Boston	MA	02284-2358	
Scichilone, Robert E.		Address on File						
Sconzo Law Office, P.A.		3825 PGA Boulevard, Ste 207			Palm Beach Gardens	FL	33410	
SCOTT ALLAN KANAGA		Address on File						
SCOTT JONES		Address on File						
Scott Jr., Anthony K.		Address on File						
Scott Laoboonmi		Address on File						
Scott, Garcia L.		Address on File						
Scott, Destiny R.		Address on File						
Scott, Henry		Address on File						
Scott, Kimberly		Address on File						
Scott, Lara		Address on File						
Scott, Lewin G.		Address on File						
Scott, Lisa M.		Address on File						
Scott, Shanice E.		Address on File						
Scott, Sharmecia S.		Address on File						
Scrivanich, Joan A.		Address on File						
Scrub Daddy, Inc.		1700 Suckle Highway			Pennsauken	NJ	08110	
Scrudder, Susan S.		Address on File						
Scruggs, Ameron I.		Address on File						
SDC GLENWOOD PLACE, LLC	Attn Bradley F. Schlosser	601 N. Lamar Blvd.	Suite 301		Austin	TX	78703	
SDC Glenwood Place, LLC	c/o Schlosser Development Company	405 N. Lamar Blvd. Suite 200			Austin	TX	78703	
SDC Glenwood Place, LLC		601 N.Lamar Blvd.,	Suite 301		Austin	TX	78703	
Seabron, Alexia		Address on File						
Seabrooks, Kimberly F.		Address on File						
Seacoast Utility Authority		4200 Hood Rd.			Palm Beach Gardens	FL	33410	
Seacoast Utility Authority		PO Box 30568			Tampa	FL	33630-3568	
Seals, Euleah M.		Address on File						
Seaman Paper Co. Of Ma., Inc.		P.O. Box 21	Attn Accounts Receivable Department		Baldwinville	MA	01436	
SEAMAN PAPER COMPANY		35 Wilkins Road			Gardner	MA	01440	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Seaman, Cynthia L.		Address on File						
Seamix Artist Management		9234 Peninsula Drive			Dallas	TX	75218	
Seaquist, Erica		Address on File						
Searcy, Jordan H.		Address on File						
Sears, Gabrielle		Address on File						
Sears, Philip L.		Address on File						
Seay, Jordan		Address on File						
Secor, Cara		Address on File						
Secre, Maxwell		Address on File						
Secretary of State		P.O. Box 1150			Frankfort	KY	40602	
Securities & Exchange Commission	Fort Worth Regional Office	801 Cherry Street, Suite 1900, Unit 18			Fort Worth	TX	76102	
Securities and Exchange Commission	Secretary of the Treasury	100 F St NE			Washington	DC	20549	
Security Solutions		1640 West Highway 152			Mustang	OK	73064	
Seda Jr., Richard G.		Address on File						
Seda, Adam A.		Address on File						
Sedex Info Exchange Ltd		5 Old Bailey			London		EC4M 7BA	United Kingdom
Sedodey, Belinda A.		Address on File						
Seegars, Danielle L.		Address on File						
Sefu, Donat V.		Address on File						
Seger, James M.		Address on File						
Segin, Christine M.		Address on File						
Segovia, Elliot		Address on File						
Seguisa, Ezekiel B.		Address on File						
Segura Najera, Susana		Address on File						
Segura, Jorge R.		Address on File						
Seidt, Natalie R.		Address on File						
Seifer, Thresea M.		Address on File						
Seiko Nobuhata		Address on File						
Sek, Prasoeur		Address on File						
SEL Holdings LLC		P.O. Box 2671			New York	NY	10108	
Selchert, Lisa		Address on File						
Select Benefit Administrators of America,	Symetra Select Benefits	PO Box 856098			Minneapolis	MN	55485-6098	
Selective Ins. Co of New York		PO Box 782747			Philadelphia	PA	19178-2747	
Selective Insurance Company		PO Box 782747			Philadelphia	PA	19178	
Selective Insurance Company of America		PO Box 782747			Philadelphia	PA	19178-2747	
Selective Insurance Company of the Southeast		PO Box 782747			Philadelphia	PA	19178-2747	
Seligman, Kristen A.		Address on File						
Seline, Linnea M.		Address on File						
Sell, Caitlyn V.		Address on File						
Sell, Haley A.		Address on File						
Sellitto, Katie S.		Address on File						
Sells, Phillip M.		Address on File						
Selmon, Damion		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Selva, Adriana M.		Address on File						
Seney, Valerie J.		Address on File						
Sengo, Zenaida		Address on File						
Sensational Organizing Services		508 W. Allen Ave			San Dimas	CA	91773	
Senter, Kelsey E.		Address on File						
Sepeda, Ericka		Address on File						
Sepulveda, Shenelle L.		Address on File						
Sequeira, Danny		Address on File						
Seraphin, Kylie A.		Address on File						
Serena Zheng		Address on File						
Serenbetz, Jacqueline J.		Address on File						
Serenity At Home		3595 Wyndam Ct.			Rochester	MI	48306	
Sergi, Steven		Address on File						
Serna, Sammy		Address on File						
Sernas Lopez, Alejandro		Address on File						
Serpico, Nicole D.		Address on File						
Serrano, Daniel		Address on File						
Serrato, Brianna S.		Address on File						
Serrette, Thomas		Address on File						
SERVAAS LABORATORIES		5240 Walt Place			Indianapolis	IN	46254-5795	
SerVaas Laboratories, Inc.		P.O. Box 78000			Detroit	MI	48278	
Service All Maintenance LLC		1301 16th street #328			San Francisco	CA	94103	
Service Channel.Com, Inc.		PO Box 419223			Boston	MA	02241	
Service Channel.Com, Inc.		9 Albertson Avenue			Albertson	NY	11507	
Sesay, Isaac		Address on File						
Sethi, Devon L.		Address on File						
Sethi, Rasna		Address on File						
Settled, LLC		401 E. 60th St.	Apt. 8E		New York	NY	10022	
Settles, Tess		Address on File						
Severson, Carson		Address on File						
Sewelltech Inc.		2707 North Stemmons Freeway	Suite 175		Dallas	TX	75207	
Sexton, Jacquelyn		Address on File						
Sexton, Michael		Address on File						
Seybold, Carol R.		Address on File						
Seyedmorteza, Nor M.		Address on File						
Sha Brown		Address on File						
Shadden, Tasia D.		Address on File						
Shaddock, Caitlyn A.		Address on File						
Shafer, Jane T.		Address on File						
Shaffer, Travis B.		Address on File						
Shagoury, Sophia		Address on File						
Shah, Aayushi		Address on File						
Shah, Brijesh		Address on File						
Shah, Dipti		Address on File						
Shah, Kulsoom		Address on File						
Shah, Manisha		Address on File						
Shah, Miraj B.		Address on File						
Shahbol, Patrick		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Shambley, Rodiero T.		Address on File						
Shandong Iida Import and Export Corp.		104, Xiaowei Er Road			Jinan, Shandong		250001	China
Shaner, Kathryn		Address on File						
Shannon OLoughlin dba Room For Life Org		Address on File						
Shanthie Kumandan		Address on File						
Shapiro, Meryl S.		Address on File						
Shapiro, Terri J.		Address on File						
SHARI BLAKE		Address on File						
Sharon Chawla		Address on File						
SHARON DI COSTANZO		Address on File						
Sharon Hansen		Address on File						
SHARON HOOBLER		Address on File						
Sharon Khachadourian		Address on File						
Sharp, Cynthia D.		Address on File						
Sharp, Gloria J.		Address on File						
Sharp, Jessica		Address on File						
Sharp, Mark A.		Address on File						
Sharp, Natasha		Address on File						
Sharp, Ryan		Address on File						
Shaw Clark, Hallie		Address on File						
Shaw, Karen		Address on File						
Shaw, Kevin		Address on File						
Shaw, Melissa C.		Address on File						
Shaw, Teresa L.		Address on File						
SHAWN WAGGONER		Address on File						
Shea Properties		9990 Mesa Rim Road, Suite 220			San Diego	CA	92121	
Shea, Maddison M.		Address on File						
Shearin, Joshua		Address on File						
Shedd, Emily G.		Address on File						
ShedRain Corporation		8303 NE Killingsworth St.			Portland	OR	97220	
ShedRain Corporation		715 LAKE ST.			OAK PARK	IL	60301	
Sheerin, Margaret		Address on File						
Shelby Lynn Cornett		Address on File						
Shell, James R.		Address on File						
Shell, Mary L.		Address on File						
Shelley Rather Tims		Address on File						
Shellman, Terrance D.		Address on File						
Shelly Mcmanus		Address on File						
Shelly Mcmanus		Address on File						
Shelton, Lucy M.		Address on File						
Shepard, Delia		Address on File						
Sheppard, Mullin, Richter & Hampton, LLP		333 S. Hope Street			Los Angeles	CA	90071	
Sherbo, Allison C.		Address on File						
Sherfey, Mary C.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Sherilee J Pate dba The Organized Style Co		Address on File						
Sherlock, Maranda		Address on File						
Sherman, Angelique		Address on File						
Sherman, Joyce B.		Address on File						
Sherman, Miranda		Address on File						
SHERRA FEENY		Address on File						
SHERRI MILBURN		Address on File						
SHERRY DENISE MURPHY		Address on File						
Sherry Thornton		Address on File						
Sherry, Carolaine		Address on File						
Shevchik, Janet M.		Address on File						
SHI International Corp.		1301 South Mo-Pac Expressway	Suite 375		Austin	TX	78746	
SHIMMY PRODUCTS LLC		101 Federal St., Fl 19	Shimmy Products C/O Estabrook Partners		Boston	MA	02110	
Shimp, Melissa M.		Address on File						
Shinn, Jayne		Address on File						
Shiolen Industries, Inc.		1715 Peyco Dr N			Arlington	TX	76001	
Shiple, Mari		Address on File						
Shires, Mona M.		Address on File						
Shirley, Jennifer		Address on File						
Shively, Stacey		Address on File						
Shniderson, Ari		Address on File						
Shoate, Jesiah		Address on File						
Shockley, Gianna R.		Address on File						
Shoppas Material Handling LTD		15217 Grand River Rd			Fort Worth	TX	76155	
Shorr Packaging Corp.		P.O. Box 6800			Aurora	IL	60598-0800	
Short Pump Town Center, LLC	Attn General Manager	c/o Short Pump Town Center	11800 W. Broad St		Richmond	VA	23233	
Short Pump Town Center, LLC	Attn Law/Lease Administration	c/o Brookfield Properties	350 N. Orleans St., Suite 300		Chicago	IL	60654-1607	
Short Pump Town Center, LLC		PO Box 72054			Cleveland	OH	44192	
Short Pump Town Center, LLC		PO Box 860846			Minneapolis	MN	55486	
Short, Thomas		Address on File						
Showfety, Amy R.		Address on File						
Shred It		28883 Network Place			Chicago	IL	60673	
Shrewsbury Jr., Kenneth M.		Address on File						
SHUBHRO SEN		Address on File						
Shuler, Angela		Address on File						
Shull, Andrew		Address on File						
Shults, Melanie		Address on File						
Shumaker, Mary		Address on File						
Shunk, Emily D.		Address on File						
Shurek, Tanner		Address on File						
ShurTech Brands LLC		P.O. Box 198026			Atlanta	GA	30384-8024	
SHURTECH BRANDS, LLC		32150 just Imagine Drive			Avon	OH	44011	
SHUTER ENTERPRISE CO., LTD		No. 6, Gongye South 6th Rd.	Nantou City, Nantou County		Nantou		54066	Taiwan

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Shuter Enterprise Co., Ltd		No.102, Lane 270, Sec. 2, Shi-Nan Rd.	Wu-rih Shaing		Taichung		414	Taiwan
Shutt, Charles C.		Address on File						
Shutt, Molly J.		Address on File						
Shweta Patel		Address on File						
SI WENG VAN		Address on File						
Sica, Natalia		Address on File						
Siddiqui, Aadil		Address on File						
Siddiqui, Mohammad O.		Address on File						
Sidell, Amanda J.		Address on File						
Sidhe, Karuna H.		Address on File						
Sidley Austin LLP		PO Box 0642			Chicago	IL	60690	
Siefert, Annaliese M.		Address on File						
Siegel, Michael S.		Address on File						
Siegel-McDermott, Gemma		Address on File						
Siegfried, John M.		Address on File						
Siegrist, Suzy E.		Address on File						
Siemer III, Robert V.		Address on File						
Sieren, Caitlin G.		Address on File						
Sierra Forest Products Inc.		DEPT CH 19003			Palatine	IL	60055	
Sievert, Maria L.		Address on File						
Sifuentes, Jesus E.		Address on File						
Sifuentes, Rodrigo		Address on File						
Sigala, Jennifer R.		Address on File						
Sigler, Jodi A.		Address on File						
Signode Industrial Group Llc		PO Box 71057			Chicago	IL	60694-1057	
Sigurdardottir, Hrefna K.		Address on File						
Sikes, Amanda L.		Address on File						
Sikes, Sarah		Address on File						
Sill, Earl D.		Address on File						
Silva Carranza, Carlos R.		Address on File						
Silva, Duncan		Address on File						
Silva, Helena M.		Address on File						
Silva, Marilyn L.		Address on File						
Silva, Raphael A.		Address on File						
Silva-Landry, Zara I.		Address on File						
Silveira, Candace		Address on File						
SILVER LINING WARES LLC		30 Portland Rd	#20		Highlands	NJ	07732	
Silver Lining Wares LLC		9 Auer Court	STE F		East Brunswick	NJ	08816	
Silver, Jean M.		Address on File						
Silverlode Consulting, LLC		2101 Superior Avenue	Suite 300		Cleveland	OH	44114	
Silverman, Toni B.		Address on File						
Silverthorn, Kelly M.		Address on File						
Silvia Provder		Address on File						
Silvinos Pro Flash RX, Inc.		1301 NO McCadden Pl			Los Angeles	CA	90028	
Simeio Solutions, LLC		11720 Amber Park Drive, Suite 400			Alpharetta	GA	30009	
Simenauer, David		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties

Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Simmons, David M.		Address on File						
Simmons, Davis C.		Address on File						
Simmons, Ebony		Address on File						
Simmons, Enjoli		Address on File						
Simmons, Kalyn		Address on File						
Simmons, Kaparah		Address on File						
Simmons, Sheka		Address on File						
Simon Roofing & Sheet Metal Corporation		PO Box 951109			Cleveland	OH	44193	
Simon, Julie M.		Address on File						
Simon, Kyle		Address on File						
Simon, Michael A.		Address on File						
Simonds, Janice L.		Address on File						
Simonds, Joshua P.		Address on File						
Simons, Benjamin		Address on File						
Simpkins, Seye E.		Address on File						
Simpla		PO BOX 5068			Novato	CA	94948-5068	
SIMPLE DIVISION GARMENT ORGANIZERS		PO BOX 251			Headland	AL	36345	
SIMPLE HUMAN		19850 MAGELLAN DR			Torrance	CA	90502	
Simple Human		19801 S. Vermont Ave			Torrance	CA	90502	
SimpleHuman LLC	Brad Kummer / John Schwartz	19850 Magellan Drive			TORRANCE	CA	90502	
Simplifi Holdings Inc		128 E Exchange Ave	Suite 700		Fort Worth	TX	76164	
Simplified by Charlotte LLC		2515 N Seminary Avenue, Unit F			Chicago	IL	60614	
Simply Framed, Inc		2422 E 3rd Ave			Denver	CO	80206	
SIMPLY FRAMED, INC.		20450 PLUMMER ST			CHATSWORTH	CA	91311-5372	
Simply Luxe		2011 Madison Avenue			San Diego	CA	92116	
Simpson Thacher & Bartlett LLP		425 Lexington Avenue			New York	NY	10017	
Simpson, Isabela C.		Address on File						
Simpson, Mark		Address on File						
Simpson, Ramel M.		Address on File						
Simpson, Stephen H.		Address on File						
Sims III, O D.		Address on File						
Sims Jr., Dexter T.		Address on File						
Sims, Brad T.		Address on File						
Sims, Dustin		Address on File						
Sims, Finley		Address on File						
Sims, Jordan		Address on File						
Sims, Laura L.		Address on File						
Sims, Terrell		Address on File						
Sinclair, Trey D.		Address on File						
Singer, Ruth		Address on File						
Singer, Susan		Address on File						
Singh, Krishna K.		Address on File						
Singh, Tulchand		Address on File						
Singleton, Daisha M.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Singleton, Eddie D.		Address on File						
Singleton, Katina		Address on File						
Singman, Randi B.		Address on File						
Singmaster, Mitzi J.		Address on File						
Singotani, Waldo		Address on File						
Sinicki, Maureen T.		Address on File						
Sinning, Catherine M.		Address on File						
Sip, Michael		Address on File						
Siple, Joycelyn		Address on File						
Siqueira, Janayna		Address on File						
Siqueiros, Kristine		Address on File						
Sirak, Patricia M.		Address on File						
Sircks Incorporated		1123 12th Ave Rd 320			Nampa	ID	83686	
Sirin, Refai		Address on File						
Siroky, Jamaica		Address on File						
Sisk, David P.		Address on File						
Sisneros, Alicia		Address on File						
Sisul, Stephanie		Address on File						
Sita Ryan		Address on File						
Site Centers	Attn General Counsel	3300 Enterprise Parkway			Beachwood	OH	44122	
Sivaraju, Muruganandam		Address on File						
Six B Label, Corp.		12200 Forestgate			Dallas	TX	75243	
Sizer, Cheryl L.		Address on File						
Sizer, Samuel P.		Address on File						
Skaare, Korye		Address on File						
Skattum, Justin R.		Address on File						
Skeva, Gwen K.		Address on File						
Skidmore, Joshua K.		Address on File						
Skinner, Amanda J.		Address on File						
Skogerson, Olas K.		Address on File						
Skoy Enterprises		129 Hummingbird Hill			Encinitas	CA	92024	
Slagle, Kathryn E.		Address on File						
Slaney, Toni-Ann		Address on File						
Slate Gate, LLC		1010 Westmore Avenue			Rockville	MD	20850	
Slate Gate, LLC - DBA Youzey Retail		1010 Westmore Avenue			Rockville	MD	20850	
Slater, Lynne M.		Address on File						
Slaughter, Emily J.		Address on File						
Sledge, Audrey J.		Address on File						
Slepicka, Stephanie		Address on File						
SLICE, INC		38 N. Almaden Blvd. #115			San Jose	CA	95110	
Slice, Inc.		1510-A Dell Avenue			Campbell	CA	95008	
SLIP SILK PILLOWCASE LLC		129 Robertson St			Fortitude Valley	QLD	4006	Australia
SLIP SILK PILLOWCASE LLC		370 Lexington Avenue	Suite 2103		New York	NY	10017	
Slip Silk Pillowcase LLC		315 Madison Ave, 3rd Floor			New York	NY	10017	
Sloan, Summer C.		Address on File						
Slocum, Brittany A.		Address on File						
Sloma, Jennifer L.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Slowik, Susan H.		Address on File						
SLR Central Dallas Construction, LLC		2300 N. Field Street, Suite 800			Dallas	TX	75201	
Sluke, Jonathan		Address on File						
Small Jr., Footy		Address on File						
SMALL WORLD TRADING COMPANY (DBA EO PRODUCTS)		90 Windward Way			San Rafael	CA	94901	
Small, Tammy J.		Address on File						
Smalls, Jaylah D.		Address on File						
SmartDog Group		PO BOX 152			Loveland	OH	45140	
Smartsheet Inc		10500 NE 8th Street, Suite 1300			Bellevue	WA	98004	
Smartt, Justin		Address on File						
SmartyStreets LLC		3214 N University Avenue	#409		Provo	UT	84604	
Smetona, Sarah M.		Address on File						
Smietana, Alexandra		Address on File						
Smith Information Systems, LLC dba Predictif		5306 Hollister Street			Houston	TX	77040	
Smith IV, Sterling C.		Address on File						
Smith Jr., Billy		Address on File						
Smith Sr., Titus I.		Address on File						
Smith, Alexis		Address on File						
Smith, Andrew M.		Address on File						
Smith, Annie		Address on File						
Smith, Bonnie J.		Address on File						
Smith, Brandon		Address on File						
Smith, Bryan M.		Address on File						
Smith, Chad		Address on File						
Smith, Charrdonay R.		Address on File						
Smith, Cheryl		Address on File						
Smith, Christine A.		Address on File						
Smith, Christopher A.		Address on File						
Smith, Crystal C.		Address on File						
Smith, David		Address on File						
Smith, Dylan		Address on File						
Smith, Elleana		Address on File						
Smith, Gwendolyn M.		Address on File						
Smith, Harrison		Address on File						
Smith, Heather		Address on File						
Smith, Henry T.		Address on File						
Smith, Holly H.		Address on File						
Smith, Iain P.		Address on File						
Smith, Jamal		Address on File						
Smith, Jasmine A.		Address on File						
Smith, Jeremy		Address on File						
Smith, Jerry K.		Address on File						
Smith, Jhonathan		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Smith, Jocelyn R.		Address on File						
Smith, Jonathan		Address on File						
Smith, Kathryn A.		Address on File						
Smith, Katie		Address on File						
Smith, Keion		Address on File						
Smith, Kelli J.		Address on File						
Smith, Kendra		Address on File						
Smith, Konnor M.		Address on File						
Smith, Kristen J.		Address on File						
Smith, Kyle W.		Address on File						
Smith, Laura E.		Address on File						
Smith, Lawaina		Address on File						
Smith, Lisabeth		Address on File						
Smith, Logan J.		Address on File						
Smith, Madolynn R.		Address on File						
Smith, Megan E.		Address on File						
Smith, Melissa A.		Address on File						
Smith, Mia E.		Address on File						
Smith, Morgan		Address on File						
Smith, Odessa I.		Address on File						
Smith, Paul R.		Address on File						
Smith, Philip L.		Address on File						
Smith, Rebecca		Address on File						
Smith, Robert		Address on File						
Smith, Robert L.		Address on File						
Smith, Sara J.		Address on File						
Smith, Shannan V.		Address on File						
Smith, Shelby E.		Address on File						
Smith, Susan G.		Address on File						
Smith, Tammy L.		Address on File						
Smith, Taylor		Address on File						
Smith, Taylor		Address on File						
Smith, Terrell		Address on File						
Smith, Tiffany L.		Address on File						
Smith, Tyler N.		Address on File						
Smith, Valerie		Address on File						
Smith, Vincent		Address on File						
Smith, William E.		Address on File						
Smith, Wilson H.		Address on File						
Smith, Zachary R.		Address on File						
Smith-Borne, Jaden		Address on File						
Smithco Champions, LP		1400 Post Oak Boulevard	Suite 900		Houston	TX	77056	
Smitherman, Ian M.		Address on File						
Smith-Stevens, Amira		Address on File						
Smith-Wade, Tiana F.		Address on File						
Smith-Woods, Zhanobia		Address on File						
Smolinski, Lara M.		Address on File						
SMUD		Box 15555			Sacramento	CA	95852-1555	

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Snarr, Rachel E.		Address on File						
Sneaker Con LLC		7939 Calamus Ave, Unit CF			Elmhurst	NY	11373	
Sneathen, Samuel A.		Address on File						
Snelson, Noah		Address on File						
Snifty Scented Products (Rotuba Extruders)		1301 Park Avenue South			Linden	NJ	07036	
Snook, Barbara L.		Address on File						
SNX Technologies		P.O. Box 55	315 Industrial Blvd		Sauk Rapids	MN	56379	
SNX Technologies, Inc.		315 Industrial Blvd			Sauk Rapids	MN	56379	
Snyder, Dorothy A.		Address on File						
Snyder, Marjorie D.		Address on File						
Snyder, Matthew J.		Address on File						
Social Edge Inc dba CreatorIQ		8605 Santa Monica Blvd, PMB 82232			West Hollywood	CA	90069	
Social Native, Inc.		9903 Santa Monica Blvd.	#766		Beverly Hills	CA	90212	
SOCM 1, LLC	c/o CenterCal Properties, LLC	1600 Franklin Ave			El Segundo	CA	90245	
SOCM I, LLC	Attn Legal Department	c/o Shea Properties	130 Vantis, Suite 200		Aliso Viejo	CA	92656	
SOCM I, LLC	Attn Senior VP of Asset Management	c/o Shea Properties	130 Vantis, Ste. 200		Aliso Viejo	CA	92656	
Sodexo Inc. & Affiliates		PO Box 360170			Pittsburgh	PA	15251-6170	
SOK-IT		7 Portland Place			Montclair	NJ	07042	
Sol Cruz, Sayllin		Address on File						
Sol, David		Address on File						
Solano Lagunas, Jacqueline		Address on File						
Solano, Maria D.		Address on File						
Solaun, Nicole		Address on File						
Soliant Consulting, Inc		14 N Peoria St. #2H			Chicago	IL	60607	
SolidRoots, LLC.		333 W 4th St	#2354		Tulsa	OK	74101	
Solink Corporation		390 March Road	Suite 110		Kanata	ON	K2K0G7	Canada
Solis, Gloria		Address on File						
Solis, Jonny		Address on File						
Soloff, David J.		Address on File						
Solorio, Robert W.		Address on File						
Solorzano, Alexi Y.		Address on File						
Somchith, Christina		Address on File						
Sommer Kujawa		Address on File						
Sompo International	US Commercial Management Liability	633 West 5th Street, Suite 5100			Los Angeles	CA	90071	
Son, Eun Young		Address on File						
SonarSource SA		PO Box 765	Geneva 15		Canton Geneva		1215	Switzerland
Songco, Mikhael A.		Address on File						
Sonia Bacon		Address on File						
SONJYA MCGARITY		Address on File						
Sonneborn, Douglas		Address on File						
Sontag, Lillian Y.		Address on File						
Sony, Steve		Address on File						
Sophistiplate, LLC		790 Atlanta South Parkway	Suite 100		College Park	GA	30349	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Sophistiplate, LLC		213 SW Columbia St.	Suite 200		Bend	OR	97702	
Soqui, Jennifer G.		Address on File						
Soria, Athena		Address on File						
Soriano, Allannah		Address on File						
Soriano-Zapey, Ana		Address on File						
Sorice, Jennifer		Address on File						
SORTJOY		143 Albion St			San Francisco	CA	94110	
Sorto, Emily N.		Address on File						
Sosa, Elisa M.		Address on File						
Sosa-Rubio, Anthony		Address on File						
Soto Calles, Gerardo A.		Address on File						
Soto Jr., Ney A.		Address on File						
Soto, Christopher		Address on File						
Soto, Daniela		Address on File						
Soto, Hector A.		Address on File						
Soto, Itzel G.		Address on File						
Soto, Jeury		Address on File						
Soto, Ollin		Address on File						
Soto-Pinales, Monik		Address on File						
Soudbash, Stewart		Address on File						
Souffront, James		Address on File						
Soumia Benhammou		Address on File						
Soumphonphack, Cassidy		Address on File						
Sounantha, Talia		Address on File						
Souper Products LLC		113 N San Vicente Blvd Suite 270			Beverly Hills	CA	90211	
South Carolina Attorney General	Attn Bankruptcy Department	P.O. Box 11549			Columbia	SC	29211	
South Carolina Dept. of Revenue		300A Outlet Pointe Blvd.			Columbia	SC	29210	
South Carolina State Treasurers Office	Unclaimed Property Program	1200 Senate Street Ste 214	Wade Hampton Building		Columbia	SC	29201	
South Dakota Attorney General	Attn Bankruptcy Department	1302 East Highway 14	Suite 1		Pierre	SD	57501-8501	
South Dakota Department of Revenue		Anderson Building Mail Code 5055	455 E Capitol Avenue		Pierre	SD	57501	
South Dakota Office of the State Treasurer	SD State Treasurer - UCP	124 E Dakota Ave			Pierre	SD	57501	
South Huntington Water District		PO Box 71458			PHILADELPHIA	PA	19176-9903	
South Huntington Water District		75 Fifth Avenue South			Huntington Station	NY	11746	
South Street Designs LLC	Bluevine Capital Inc	PO Box 781580			Philadelphia	PA	19178-1580	
South Street Designs LLC		150 Bay Street PH 10			Jersey City	NJ	07302	
South, Julia		Address on File						
Southcenter Owner LLC	c/o URW WEA LLC	2049 Century Park East	Floor 41		Los Angeles	CA	90067	
Southcenter Owner LLC	c/o URW WEA LLC	2049 Century Park East,	41st Floor		Los Angeles	CA	90067	
Southerland, Daniel		Address on File						
Southern California Edison		P.O. Box 600			Rosemead	CA	91771-0001	
Southern California Edison Company		2244 Walnut Grove Ave.			Rosemead	CA	91770	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Southern California Gas (The Gas Co.)		PO Box C			Monterey Park	CA	91756	
Southern California Gas (The Gas Co.)		555 West 5th St			Los Angeles	CA	90013	
Southern Lighthouse		3227 Duchess Trail			DALLAS	TX	75229	
Southlake Water Utilities		1400 Main St STE 200			Southlake	TX	76092	
SouthPark Mall Limited Partnership		P.O. Box 409276			Atlanta	GA	30384-9276	
SouthPark Mall Limited Partnership c/o Simon Property Group	Attn General Counsel	225 W. Washington Street			Indianapolis	IN	46204	
SouthPark Mall Limited Partnership c/o Simon Property Group	Attn Senior Vice-President of Development	225 W. Washington Street			Indianapolis	IN	46204	
Southwest Gas		PO Box 24531			Oakland	CA	94623-1531	
Southwest Gas Corporation		8360 S Durango Dr			Las Vegas	NV	89113	
Southworth, Adam		Address on File						
Sovos Compliance, LLC		PO Box 347977			Pittsburgh	PA	15251	
Spaces By Emily LLC		14035 Tahiti Way #334			Marina del Rey	CA	90292	
Spangler, Ryan M.		Address on File						
Spann, Dylan		Address on File						
Sparks, Elizabeth		Address on File						
Sparks, Kayla		Address on File						
Sparwasser, Daniel N.		Address on File						
Spates, LaKeisha		Address on File						
SPC Chapel Hill, Ltd.	Condon Thornton Sladek Harrell LLP	Steven. M. Thornton	8080 Park Lane, Suite 700		Dallas	TX	75231	
SPC Chapel Hill, Ltd.	Mr. M. Adam Richey	5950 Berkshire Lane, Suite 1600			Dallas	TX	75225	
SPC Chapel Hill, Ltd.		5950 Berkshire Lane, Suite 875			Dallas	TX	75225	
Spears III, Earl		Address on File						
Special, Nicholas V.		Address on File						
Specialized Elevator Corporation		14320 Iseli Road			Santa Fe Springs	CA	90670	
Specialized Security Services, Inc.		4975 Preston Park Blvd.	Suite 510 West Building		Plano	TX	75093	
Spectrum Diversified Designs LLC		P.O. Box 515625			Los Angeles	CA	90051-4531	
Spectrum Diversified Designs, LLC		DEPT LA 24702			Pasadena	CA	91185-4702	
Spectrum Diversified Designs, LLC		675 Mondile Parkway			Streetsborro	OH	44241	
SPECTRUM DIVERSIFIED DESIGNS, LLC.		7005 Cochran Rd			Glenwillow	OH	44139	
Spectrum Retirement Communities		P.O. Box 371710			Denver	CO	80237	
Speece, Kailey J.		Address on File						
Spell, Antonio		Address on File						
Spencer, Daun		Address on File						
Spencer, Leigh E.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Spencer, Molly		Address on File						
Sperandio, Shari L.		Address on File						
Sperber, Lily		Address on File						
Sperry, Rossana D.		Address on File						
SPG Center, LLC		225 W. Washington Street	Stanford Shopping Center		Indianapolis	IN	46204	
SPG Center, LLC		225 W Washington Street			Indianapolis	IN	46204	
Spiars, Austen		Address on File						
Spicer, Wendy		Address on File						
Spieß, Elizabeth A.		Address on File						
Spiffed Spaces, LLC		3988 Millbrook Drive			Santa Rosa	CA	95404	
Spinnaker Services LLC		4770 Baseline Road			Boulder	CO	80303	
Spire LLC		1512 Viola Way			Charlottesville	VA	22902	
Spire/St Louis		Drawer 2			St Louis	MO	63171	
Spire/St Louis		700 Market Street			St. Louis	MO	63101	
Spires, Lauren		Address on File						
Spitzer, Kimberly L.		Address on File						
Spivey, Elsie J.		Address on File						
Splunk, Inc.		250 Brannan St	2nd Floor		San Francisco	CA	94107	
Sportpet Designs, LLC		1501 Paramount Drive, Suite 7			Waukesha	WI	53186	
SPOTT		Groeneweg 17	9320 Erembodegem		Aalst			Belguim
Sprague III, Robert C.		Address on File						
Spratley, Donald T.		Address on File						
Sprayco		35601 Veronica Street			Livonia	MI	48150	
Spriggs, Nicholas		Address on File						
Spriggs, Parthinya		Address on File						
Springer, Lindsay		Address on File						
Springer, Tanya L.		Address on File						
Springfield Plaza LLC		8405 Greenboro Dr, Suite #800			McLean	VA	22102	
SPRINGFIELD PLAZA, LLC	c/o Rappaport Management Company	8405 Greensboro Dr, 8th Floor			McLean	VA	22102-5121	
Springfield, Kennedy		Address on File						
Spring-Fill Industries, Inc		2855 Shermerd			Northbrook	IL	60062	
Sprouse, Abigail K.		Address on File						
Sprout Social, Inc.		131 S. Dearborn Street	Suite 700		Chicago	IL	60603	
Spurling, Chase		Address on File						
Square	Cara Herlihy	1455 Market Street, Suite 600			San Francisco	CA	94103	
Srenn LLC DBA Neat Method Baltimore		2037 Watervale Rd			Fallston	MD	21047	
SRMF Town Square Owner LLC	George Manojlovic	c/o Fairborne Properties, LLC	1 East Wacker Dr		Chicago	IL	60601	
SRMF Town Square Owner LLC		1 East Wacker Drive	Suite 2900		Chicago	IL	60601	
SRMF Town Square Owner LLC		P.O. Box 748550			Los Angeles	CA	90074-8550	
Srodon, Emily		Address on File						
SRP - Salt River Project		PO Box 2951			PHOENIX	AZ	85062-2951	
SRP - Salt River Project		1500 N. Mill Ave			Tempe	AZ	85281	
St. Charles Parish School Board		13855 River Road			Luling	LA	70070	
St. Firmin, Mona-Lissa		Address on File						
St. Helena Parish Sheriffs Office		19 North 1st Street			Greensburg	LA	70441	
St. James Parish School Board		P.O. Box 368			Lutcher	LA	70071	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
St. John the Baptist Parish		P.O. Box 2066			LaPlace	LA	70069-2066	
St. John, Ana M.		Address on File						
St. Landry Parish School Board		PO Box 1210			Opelousas	LA	70571-1210	
St. Louis County Department of Revenue		41 South Central Avenue			St. Louis	MO	63105	
St. Martin Parish School Board		P.O. Box 1000			Breaux Bridge	LA	70517	
St. Onge Company		1400 Williams Road			York	PA	17402	
Stable Oak, LLC		4 Barnstable Court			Morristown	NJ	07960	
Stacy Walker		Address on File						
Stadler, Alesysia N.		Address on File						
Staffmark Investment LLC		201 East 4th Street Suite 800			Cincinnati	OH	45202	
Staley, Caitlyn		Address on File						
Stalter, Jill		Address on File						
Standard & Poors		55 Water Street, 46th Floor			New York	NY	10041	
Standish, Mary A.		Address on File						
Standley, Normandie		Address on File						
Stanfield, Bernice R.		Address on File						
Stange, Tyler M.		Address on File						
Stanley, Mercedes L.		Address on File						
Stanley, Todd M.		Address on File						
Stanley, Troy J.		Address on File						
Stannard, Alyssa		Address on File						
Stansbury Jr., Anthony M.		Address on File						
Stanton, Carrie D.		Address on File						
Stanton, Suzanne N.		Address on File						
Stanton, Zachary N.		Address on File						
Stapleton, Joel		Address on File						
Starks, Chyann		Address on File						
STASHER INC.		1310 63rd			Emeryville	CA	94608	
Stasher Inc.		1465 Park Ave			Emeryville	CA	94608	
STASHER INC.		1310 63rd Street			Emeryville	CA	94608	
Stasil, Shayna		Address on File						
STATE OF ALABAMA UNCLAIMED PROPERTY DIVISION		P. O. Box 302520			Montgomery	AL	36130	
State of California		California State Controller	P.O. Box 942850		Sacramento	CA	94250	
State of Hawaii	Unclaimed Property Program	PO Box 150			Honolulu	HI	96810	
State of Louisiana Unclaimed Property Division	Unclaimed Property Division	State Capitol Building Annex	1051 N 3rd Street Room 150		Baton Rouge	LA	70802	
State of Nevada	Department of Taxation	3850 Arrowhead Drive			Carson City	NV	89709	
State of Nevada	Nevada Unclaimed Property	555 E. Washington Ave. Suite 4200			Las Vegas	NV	89101	
State of New Jersey	Department of Labor	P.O. Box 929			Trenton	NJ	08625-0929	
State of New Jersey	Department of Labor Special Assessments	P.O. Box 595			Newark	NJ	07101-0595	
State of New Jersey	Department of the Treasury	Unclaimed Property Division P.O. Box 214			Trenton	NJ	08695-0214	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
State of New Jersey	Unclaimed Property Administration	PO Box 214			Trenton	NJ	08625-0214	
State of New Jersey		DCA BFCE - DORES	PO Box 663		Trenton	NJ	08646	
State of New Jersey		P.O. Box 595			Newark	NJ	07101-0595	
State of Ohio Industrial Compliance Division	Division of Industrial Compliance	PO BOX 71596301			Cincinnati	OH	45271-5963	
State of Ohio Industrial Compliance Division		6606 Tussing Road			Reynoldsburg	OH	43068	
State of Rhode Island	Department of Revenue	One Capital Hill			Providence	RI	02908-5802	
State of Rhode Island		One Capital Hill			Providence	RI	02908-5802	
State of Washington Department of Labor & Industries		7273 Linderson Way SW			Tumwater	WA	98501-5414	
State Treasurer of SC Unclaimed Property		1200 Senate St	Suite 214		Columbia	SC	29201	
Staten Island FS Anchor Parcel LLC	General Manager	c/o Staten Island Mall	2655 Richmond Ave		Staten Island	NY	10314	
Staten Island FS Anchor Parcel LLC	Law/Lease Administration	c/o Brookfield Properties	350 N. Orleans St, Ste 300		Chicago	IL	60654-1607	
Staten Island FS Anchor Parcel LLC		350 N Orleans St, Suite 300			Chicago	IL	60654-1607	
States, James		Address on File						
Statler-Harris, Barbara A.		Address on File						
Staudt, Cody T.		Address on File						
Stavrou, Leslie		Address on File						
Stay Golden Organizing, LLC		11630 S. 102nd E. Ave.			Bixby	OK	74008	
Stead, Joe K.		Address on File						
Stealth Partner Group		18940 N Pima Rd.	Ste 210		Scottsdale	AZ	85255	
Stebbins, Catherine N.		Address on File						
Stecher, Megan M.		Address on File						
Steed, Marsha H.		Address on File						
Steed-Pooser, Asia		Address on File						
Steel Technology, LLC dba Hydro Flask		561 NW York Dr.			Bend	OR	97703	
STEELE CANVAS BASKET CORP.		42R Industrial Way			Wilmington	MA	01887	
Steele Canvas Basket Corporation		201 Williams Street			Chelsea	MA	02150	
Steele, Donald R.		Address on File						
Steffen, Janet K.		Address on File						
Steffen, Laura		Address on File						
Steffen, Natalie E.		Address on File						
Stein, Erika L.		Address on File						
Steinbach, Joseph H.		Address on File						
Steinborn, Cooper E.		Address on File						
Stenner, Chelsea		Address on File						
Stenovitch, Brayton		Address on File						
Steph+Jana LLC		632 Newlyn Drive			Raleigh	NC	27606	
Stephanie Bauerle		Address on File						
Stephanie Covington		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Stephanie E. Craig dba Functional Decor LLC		Address on File						
Stephanie Lynell Hampton		Address on File						
STEPHANIE LYNN BEHASA		Address on File						
Stephanie Pace		Address on File						
Stephanie Pasley, LLC		Address on File						
STEPHANIE SEILER		Address on File						
Stephanie Treantos		Address on File						
Stephany, Michelle S.		Address on File						
Stephens, Angela R.		Address on File						
Stephens, Kristi	Schott Mauss & Associates, PLLC	Milligan, Matt	6611 University Ave., Ste 200		Des Moines	IA	50324-1655	
Stephens, Kristina M.		Address on File						
Stephenson, Lialanda L.		Address on File						
Stephenson, Mackenzie		Address on File						
Stericycle, Inc.		2355 Waukegan Road			Bannockburn	IL	60015	
Sterilite Corporation		PO Box 74573			Chicago	IL	60693	
STERILITE CORPORATION		30 Scales Ln.	PO Box 524		Townsend	MA	01469-0524	
STEVE BUDD ENTERPRISES CO		870 E Research Drive	Suite 7		Palm Springs	CA	92262	
STEVE CATECHI		Address on File						
STEVEN CRAIG SMITH		Address on File						
STEVEN LEADINGHAM		Address on File						
Steven, Aron D.		Address on File						
Stevens, Carla R.		Address on File						
Stevens, Taryn		Address on File						
Stevenson, Nicholas W.		Address on File						
Stevenson, Paula N.		Address on File						
Stewart Law Group PLLC		1722 Routh Street, Suite 745			Dallas	TX	75201	
Stewart, Amarie		Address on File						
Stewart, Carissa D.		Address on File						
Stewart, Lashonne		Address on File						
Stewart, Nikita		Address on File						
Stewart, Torie M.		Address on File						
Stewart, Tracy		Address on File						
STEWO INTERNATIONAL AG		Entlebucherstrasse 38	Wolhusen		Lucerne		6110	Switzerland
Stieferman, Cole F.		Address on File						
Stiles Machinery, Inc		P.O. Box 23218			New York	NY	10087-3218	
Stiltner, Heidi H.		Address on File						
Stilwell, Emily		Address on File						
Stilwell, Rachel		Address on File						
Stiwalt, Courtney		Address on File						
Stix, Mary E.		Address on File						
Stjean, Jesse		Address on File						
Stock, Lauren		Address on File						
Stocks, Liane G.		Address on File						
Stojinski, Jessica N.		Address on File						
Stojo Products, Inc		41 Flatbush Ave, STE 1			Brooklyn	NY	11217	
STOJO PRODUCTS, INC.		67 West Street	4th Floor		Brooklyn	NY	11222	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Stokes, Jessica		Address on File						
Stokes, Renee M.		Address on File						
Stoll, Linda M.		Address on File						
Stoll, Rebecca G.		Address on File						
Stone, Jason		Address on File						
Stone, Michelle E.		Address on File						
Stone, Sonia M.		Address on File						
Stonebarger, Iris		Address on File						
STONEMEN CRAFTS INDIA PRIVATE LIMITED		A 24-25, EPIP, UPSIDC Industrial Area,	Shastripuram, Sikandra	Agra	Uttar Pradesh		282007	India
Stoner, Paul D.		Address on File						
Stopier, Julie	Law Offices of Scott Blumen	Scott Blumen	2878 Camino Del Ro St Ste. 140		San Diego	CA	92108	
Stopier, Julie A.		Address on File						
STORE YOUR BOARD		24 Conestoga Way			Troy	VA	22974	
STOREBOUNDED LLC		50 Broad Street	12th Floor		New York	NY	10004	
Stored Value Solutions		3802 Reliable Parkway			Chicago	IL	60686-0038	
Storemaxx Inc		20 Banta Place	Suite 116		Hackensack	NJ	07601	
Storie, Lauren R.		Address on File						
Storms, Kevin J.		Address on File						
Story, William		Address on File						
Stothers, Nancy A.		Address on File						
Stovall, Katie		Address on File						
Stovall, Shamari A.		Address on File						
Stover, Ebony K.		Address on File						
Stowe, McKayla		Address on File						
Strachan, Cynthia		Address on File						
Strand, John H.		Address on File						
Strategic Grounds Management, LLC		PO Box 821			Mansfield	MA	02048	
Straughter, Desiree I.		Address on File						
Strauss, Erica N.		Address on File						
Strauss, Janet		Address on File						
Strawderman, Autumn		Address on File						
Streamline Importing, Inc.		229 Route 303 North	Suite 107		Congers	NY	10920	
Streamline Packaging Solutions		15124 Grand River Road, Suite 120			Fort Worth	TX	76155	
Streater, Marianna		Address on File						
Streetman, Erin B.		Address on File						
Streich, Melanie A.		Address on File						
Streitenberger, Heather		Address on File						
Stremel, Julia		Address on File						
Stricklin, Kaliyah Z.		Address on File						
Strong, Erin G.		Address on File						
Strople, Annette A.		Address on File						
Strothers, Linda		Address on File						
Stroud, Bradley L.		Address on File						
Stroud, Tyderick		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Strougal, Angela T.		Address on File						
Strucker, JoAnne	Christopher J Young Mediator	PA Human Relations Commission	Central Office	333 Market St 8th Floor	Harrisburg	PA	17101-2210	
Strzyz, Jana		Address on File						
STUART REIN		Address on File						
Stubblefield, Beth M.		Address on File						
Stuckey, Tanesha		Address on File						
Studio Banana Inc	TABS Attn Studio Banana Inc	228 E45th St, Suite 9E			New York	NY	10017	
STUDIO IMAGE INC/CHALK INK MARKERS		PO Box 40399			Austin	TX	78704	
Studio Image, Inc. / Chalk Ink		P.O. Box 40399			Austin	TX	78704	
Stukenborg, August J.		Address on File						
Sturdevant, Jody		Address on File						
Sturgis, Karen J.		Address on File						
Stylescape, Inc.		16 E 34th Street,18th Floor			New York	NY	10016	
Su, Bertram		Address on File						
Suarez Ramos, Maria F.		Address on File						
Suarez, Alexander		Address on File						
SUCK UK		Camden Park Studios	Camden Park Road		LONDON		NW1 9AY	United Kingdom
Suck UK, Ltd.		31 Regent Studios	8 Andrews Road		London		E84QN	United Kingdom
Sudbrack, Jordan		Address on File						
Suder, Rhonda K.		Address on File						
Sue Albertson		Address on File						
Suero Marcelino, Omar E.		Address on File						
Suero, Danny		Address on File						
Sufcak, Katherine J.		Address on File						
Suga, Nicklas M.		Address on File						
SUGAR PAPER, LLC		11640 San Vicente Blvd			Los Angeles	CA	90049	
Sugar Paper, LLC		2032 Stoner Avenue	Unit B		Los Angeles	CA	90025	
Sugar, Nicholas		Address on File						
SUGATAN, BRYAN		Address on File						
Suit, Patsy A.		Address on File						
Sukay, Aaron J.		Address on File						
Sullivan Paper Company, Inc.		42 Progress Avenue			West Springfield	MA	01089	
Sullivan, Catherine Q.		Address on File						
Sullivan, Christopher S.		Address on File						
Sullivan, Kenedra		Address on File						
Sullivan, Laurel		Address on File						
Sullivan, Lori N.		Address on File						
Sullivan, Lucas S.		Address on File						
Sullivan, Maura		Address on File						
Sullivan, Michael		Address on File						
Sullivan, Nicholas		Address on File						
Sullivan, Pamela H.		Address on File						
Sullivan, Rachel		Address on File						
Sullivan, Robert W.		Address on File						
Sullivan, Teresa C.		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Sumaiya Shariq		Address on File						
Summa - Rossi, Amanda N.		Address on File						
Summaiyya Lee		Address on File						
Summerlin, Suzanna		Address on File						
Summers, Ember		Address on File						
Summit Advisory Team LLC		9615 E County Line Rd #311			Englewood	CO	80112	
Summit Fire Protection Co		2114 E Cedar Street			Tempe	AZ	85281	
Summit Funding Group, Inc.		4680 Parkway Drive	Ste 300		Mason	OH	45040	
Summit Utilities Arkansas Inc		10825 W. Geddes Ave, Suite 410			Centennial	CO	80112	
Summit Utilities Arkansas Inc		PO Box 676344			Dallas	TX	75267-6344	
Summitt, Maria J.		Address on File						
Sumpter, Scott B.		Address on File						
Sunbelt Rentals, Inc.		1799 Innovation Point			Fort Mill	SC	29715	
Sundaraman, Bhamini		Address on File						
Sunder, Pam K.		Address on File						
Sunderhuse, Erin W.		Address on File						
Sundree Inc		3600 Green Vista Drive			Encino	CA	91436	
Sundstrom, Sarah E.		Address on File						
Sunkara, Madhavi L.		Address on File						
SUNNYLIFE		470 S San Vicente Blvd	LEVEL 1		Los Angeles	CA	90048	
Sunshine Land Associates Limited Partnership	Scott Harrison	c/o The Hayman Company	5700 Crooks Rd, 4th Floor		Troy	MI	48098	
Sunshine Land Associates Limited Partnership		29100 Northwestern Highway	Suite 410		Southfield	MI	48034	
Sunshine, Tasha		Address on File						
SUNWARE B.V.		Kranenberg 10			Tilburg Noord-Brabant		5047 TR	Netherlands
SUPER SMALLS		611 Broadway			New York	NY	10012	
Super Smalls		611 Broadway Suite 309			New York	NY	10012	
Superclean Service Company		PO Box 551802			Dallas	TX	75355	
Super-Sparkly Safety Stuff, LLC.		7015 Twin Hills Ave #150			Dallas	TX	75231	
SUPER-SPARKLY SAFETY STUFF, LLC.		7015 Twin Hills Ave Ste 150			DALLAS	TX	75231	
Suraliwalla, Havovie		Address on File						
Surooj, Angel		Address on File						
Surprise, Charleston		Address on File						
SUSAN CAESAR HANDY		Address on File						
Susan Carmody dba Perfectly Placed		Address on File						
Susan Moyer		Address on File						
Susan Stewart dba Perfectly Placed		Address on File						
Susan Teggatz		Address on File						
Susie Salinas		Address on File						
Susquehanna Commercial Finance, Inc.		2 Country View Road	Ste 300		Malvern	PA	19355	
Sustaita, Jose L.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Sutehall, Christine		Address on File						
Sutherland, Andrew		Address on File						
Sutter, Henry H.		Address on File						
Sutton, Andrew D.		Address on File						
Sutton, Ivy		Address on File						
Suzanne Alamillo		Address on File						
Suzanne Finley		Address on File						
Suzo-Happ Group		Address on File						
Suzy Miranda		Address on File						
Svendsen, Gunnar		Address on File						
Swain, Patrick		Address on File						
Swales, April H.		Address on File						
Swanepoel, Aidan R.		Address on File						
Swanson, Beverly L.		Address on File						
Swanson, Valerie		Address on File						
Swapopolis Inc. DBA Engagement Agents		24 Eugene			Hamilton	ON	L8H 2R3	Canada
Swartzendruber, Nicole L.		Address on File						
SWEET WEARABLES LLC		8 Cerf Ln			Mount Kisco	NY	10549	
Sweet, Caitlin M.		Address on File						
Sweet, Scott D.		Address on File						
Sweetland, Phillip R.		Address on File						
Swenson Murtaza, Lonna M.		Address on File						
Swerdon, Deborah		Address on File						
Swift Transportation Services, LLC		P.O. Box 643985			Pittsburgh	PA	15264-3985	
Swift, Trae O.		Address on File						
Swigart Law Group, APC		2221 Camino Del RioS, Ste 308			San Diego	CA	92108	
Swindle, James M.		Address on File						
Swist, Sandra		Address on File						
Switch LLC		SWITCH - Att Tizoc Campos	1717 Ocean Park Blvd, Suite 7		Santa Monica	CA	90405	
Sy Arden Way, LLC, a California limited liability company	Attn Candice Martinez	c/o SyWest Development LLC	150 Pelican Way		San Rafael	CA	94901	
Syed, Roohullah H.		Address on File						
Sykes, Shelly		Address on File						
Sylva, Aurelie		Address on File						
SYLVIA MARIA PEREZ		Address on File						
Symes, Launnee A.		Address on File						
Synchrony (private label CC)	Arianne Harjo	170 Election Drive, Suite 125			Draper	UT	84020	
Synchrony (private label CC)		950 Forrer Blvd.			Kettering	OH	45420	
Syndicate 3623 at Lloyds	Danny OSullivan	Beazley Group	2101 CityWest Blvd		Houston	TX	77042	
Syantos, Zoe Jean		Address on File						
Systems for Sensory Kids, LLC		51 Sassafras Road			North Kingstown	RI	02852	
Syufy Enterprises L.P dba Sy Arden Way LLC		150 Pelican Way			San Rafael	CA	94901	
Szarnowski, Rachell T.		Address on File						
Szot, Christine		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
T. Safdar Inc		299 E Oak Forest Road			Salt Lake City	UT	84103	
Tabisz, Dorma W.		Address on File						
TABLECRAFT PRODUCTS CO. INC.		801 Lakeside Drive			Gurnee	IL	60031	
Tablecraft Products Co., Inc.		PO Box 66341			Chicago	IL	60666-0341	
Tacha, Emerson		Address on File						
Tack, Mary D.		Address on File						
Tackett, Benjamin K.		Address on File						
Tackett, Emily		Address on File						
Tadena-Ng, Kathleen M.		Address on File						
Tadisch, Celya		Address on File						
TAG A ROOM		11031 Perrin Beitel Rd.			San Antonio	TX	78217	
TAG Hardware		100-19072 26th avenue			Surrey	BC	V3Z 3V7	Canada
Tahlia Wilson		Address on File						
TAI MEI ACRYLIC		12F-1, 46 Zhongshan North Rd. Section 2			Taipei		104016	Taiwan
Tai Mei Acrylic Co., Ltd		16F., 70-1 Chengde Rd Section 1	Taipei 10355		Taipei		10355	Taiwan
Takemoto, Hideo		Address on File						
Talamera, Keisha T.		Address on File						
Talend, Inc		P.O. Box 80508			City of Industry	CA	91716-8508	
TALIAH MOLINA WALKER		Address on File						
Talka, Emily		Address on File						
TALKING TABLES INC		12 E 49th Street	Floor 11		New York	NY	10017	
Talking Tables Inc		12 East 49th St.	11th Floor		New York	NY	10017-1012	
TALLY LOBDELL		Address on File						
Talus Corp.		470 Riverside Street			Portland	ME	04103	
TALUS CORP.		299 Presumpscot Street			Portland	ME	04103	
TALX Corporation		4076 Paysphere Circle			Chicago	IL	60674	
Tamar Meyer		Address on File						
Tamay Montes, Mary Tatiana		Address on File						
Tamborelli, Carol J.		Address on File						
Tami Antouncci		Address on File						
Tamney, Raymond W.		Address on File						
Tampa Electric Company		702 N. Franklin St.			Tampa	FL	33602	
Tampinco, Roth		Address on File						
Tanahara, Manuel		Address on File						
Tanav, Henry		Address on File						
Taneva, Iveta		Address on File						
Tang, Sandra G.		Address on File						
Tangipahoa Parish School System		P.O. Box 159			Amite	LA	70422-0159	
Tanium Inc.	Attn Legal Affairs	2200 Powell Street Ste. 500			Emeryville	CA	94608	
Tanium Inc.	Director of Contracts	2200 Powell Street Ste. 500			Emeryville	CA	94608	
Tapias Esq., Brigitte C.		Address on File						
Tapia-Stevens, Catherine		Address on File						
Taplin, Tyquese		Address on File						
Tapper, Eve		Address on File						
Tar Hong Direct		780 S Nogales Street			City of Industry	CA	91748	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
TAR HONG MELAMINE USA INC.		780 S. NOGALES STREET			City of Industry	CA	91748	
Tara Lee Interiors LLC		3248 S. Utica Avenue			Tulsa	OK	74105	
Tara Louise Button dba All Buttoned Up		Address on File						
Tarabocchia, Jessica L.		Address on File						
Taranto, Carolyn S.		Address on File						
Tarawalie, Marie T.		Address on File						
Tarbox, John G.		Address on File						
Tardio, Roseanne		Address on File						
Tardo, Lisa M.		Address on File						
Tarver IV, John L.		Address on File						
Taskrabbit, Inc		10800 Alpharetta Hwy, Ste 208-562			Roswell	GA	30076-1467	
Tastad, Aunhale		Address on File						
Tata Consultancy Services Limited		379 Thornall Street			Edison	NJ	08837	
Tata Consultancy Services Ltd		PO Box 74007582			Chicago	IL	60674-7582	
Tate, Tiffany T.		Address on File						
Tatem, Tyler		Address on File						
Tatman, Megan A.		Address on File						
Tattenbaum, Caroline E.		Address on File						
Tatum, Zachary		Address on File						
Taubman Cherry Creek Limited Partnership		Dept 89801 Taubman Cherry Creek LP	PO Box 67000		Detroit	MI	48267-0898	
Taubman-Cherry Creek Limited Partnership	Taubman Cherry Creek Shopping Center, L.L.C.	Department 89801	P.O. Box 67000		Detroit	MI	48267-0898	
Taubman-Cherry Creek Limited Partnership		200 East Long Lake Road	P.O. Box 200		Bloomfield Hills	MI	48303-0200	
Taulane, Jennifer L.		Address on File						
Tavares, MaryAnn		Address on File						
Tavasoli, Kiyan A.		Address on File						
Taveras, Andrew		Address on File						
Taveras, Daniel J.		Address on File						
Tax Assessor & Collector / Montgomery County	Tammy J. McRae	400 N. San Jacinto St.			Conroe	TX	77301	
Tax Assessor & Collector / Montgomery County		PO Box 4798			Houston	TX	77210-4798	
Tax Assessor Collector	Kenneth L. Maun	P.O. Box 8046			Mckinney	TX	75070-8046	
Tax Assessor-Collector		P.O. Box 4622			Houston	TX	77210-4622	
Tax Collector	Travis County Tax Office	P.O. Box 149328			Austin	TX	78714-9328	
Tax Collector		PO Box 61041			New Orleans	LA	70161-1041	
Tax Collector, Santa Clara County		70 W. Hedding St. East Wing 6th FLR			San Jose	CA	95110-1767	
Taxation and Revenue Department		PO Box 123			Monroe	LA	71210	
Taxes-Tarrant County	Wendy Burgess, Tax Assessor-Collector	P.O. Box 961018			Ft. Worth	TX	76161-0018	
Taxes-Tarrant County (Fort Worth)		P.O. Box 961018			Ft. Worth	TX	76161-0018	
TaxFree Shopping, Ltd.		1512 Crescent Dr	Suite 100		Carrollton	TX	75006	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Taylor Fernandez, Michael L.		Address on File						
Taylor Jr., Charles F.		Address on File						
Taylor Northeast, Inc.		931 Hemlock Rd.			Morgantown	PA	19523	
TAYLOR PALADINO		Address on File						
Taylor, Ashlee		Address on File						
Taylor, Beatrice V.		Address on File						
Taylor, Brianna L.		Address on File						
Taylor, Brieanna		Address on File						
Taylor, Debra L.		Address on File						
Taylor, Gina H.		Address on File						
Taylor, Isabella		Address on File						
Taylor, Jennifer L.		Address on File						
Taylor, Jennifer L.		Address on File						
Taylor, Jodi R.		Address on File						
Taylor, Jonnice D.		Address on File						
Taylor, Josiah C.		Address on File						
Taylor, Julie		Address on File						
Taylor, Kaitlyn M.		Address on File						
Taylor, Keri		Address on File						
Taylor, LaDarrin		Address on File						
Taylor, Lori A.		Address on File						
Taylor, Madilynn B.		Address on File						
Taylor, Michael E.		Address on File						
Taylor, Sarah M.		Address on File						
Taylor, Shantasia M.		Address on File						
Taylor, Suzanne		Address on File						
Taylor, Sydney		Address on File						
Taylor, Tiffany E.		Address on File						
Taylor, Tiffany L.		Address on File						
Taylor, Tracee L.		Address on File						
Taylor, Valonda		Address on File						
TCI NEW ZEALAND (1995) LTD		48 Honan Place	Avondale		Auckland		1026	New Zealand
TCS CO-INVEST LLC		Address on File						
TDIndustries, Inc.		P.O. Box 300008			Dallas	TX	75303-0008	
Teachers Insurance and Annuity Assoc of America	Property Manager	CBRE, Inc.	8390 E. Crescent Parkway, Suite 300		Greenwood Village	CO	80111	
Teague, Mandy I.		Address on File						
Teahan, Erika		Address on File						
Teakhaus		734 Fanklin Avenue	Suite 460		Garden City	NY	11530	
TEAKHAUS		900 Merchants Concourse Suite 211			Westbury	NY	11590	
TEAKHAUS		1009 BASKET WILLOW TERR			FORT WORTH	TX	76052	
Tealer, Annette M.		Address on File						
Team Clark Endeavors dba Bee Organized Omaha		314 S 57th Street			Omaha	NE	68132	
TeamDev Management OU		ul. Kai 1			Tallinn		10111	Estonia
TeamViewer GmbH		Jahnstr. 30	73037 Goppingen					Germany
TeamViewer GmbH		JP.O. Box 743135			Atlanta	GA	30374-3135	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Technicode, Inc		19395 Clement Rd.			Northville	MI	48167	
Teco Tampa Electric Company		P.O. Box 31318			Tampa	FL	33631-3318	
Telemacque, Traci		Address on File						
Televon		2093 Philadelphia Pike #8060			Claymont	DE	19703	
Tello, Abraham		Address on File						
Tello, Carlos A.		Address on File						
Telp, ChaQueza		Address on File						
Tennant Company		P.O. Box 71414			Chicago	IL	60694-1414	
Tennant Sales And Service Company		PO Box 71414			Chicago	IL	60694-1414	
Tenner, Rakim		Address on File						
Tennessee Attorney General	Attn Bankruptcy Department	P.O. Box 20207			Nashville	TN	37202-0207	
Tennessee B&E Division		220 French Landing Drive			Nashville	TN	37243-1002	
Tennessee Department Of Revenue		Andrew Jackson State Office Bldg.	500 Deaderick Street		Nashville	TN	37242	
Tennessee Department of Revenue		500 Deaderick St	Andrew Jackson Building		Nashville	TN	37242	
Tennessee Dept of Treasury	Unclaimed Property Division	PO Box 190693			Nashville	TN	37219-0693	
Tennessee Secretary of State		312 Rosa L. Parks Ave. 6th Floor			Nashville	TN	37243-1102	
Tenorio Tenorio, Laura		Address on File						
Tensas Parish Sales Tax Fund		P.O. Box 430			Vidalia	LA	71373	
Terando, Margaret M.		Address on File						
Tercero, Emily G.		Address on File						
Teresa Dinneen		Address on File						
Teresa Natera, Core Talent		Address on File						
Teresa Tift		Address on File						
Terminix Commercial		PO Box 1000	Dept 916		Memphis	TN	38148	
Terrell, Aaron A.		Address on File						
Terrell, Carla A.		Address on File						
Terrell, Jessica R.		Address on File						
TERRY STOR-AGE SPA.		Viale De Gasperi, 66	20008 Bareggio	Bareggio (Milano)	Lombardie		20008	Italy
Terry, Kara I.		Address on File						
Terry, Shana		Address on File						
Terwilleger, Claire N.		Address on File						
Tesfa, Kibrom B.		Address on File						
Tesfaye, Aberra		Address on File						
TEST RITE INTERNATIONAL CO, LTD/HOME ZONE		6F, NO.23 HSIN HU 3RD ROAD	Nei Hu		Taipei		114	Taiwan
TEST RITE INTERNATIONAL CO, LTD/HOME ZONE		5805 Peachtree Corners East	Suite C		Norcross	GA	30092	
TEST RITE PRODUCTS CORP (Domestic warehouse)		5805-C Peachtree Corners East			Norcross	GA	30092	
TEST RITE PRODUCTS CORP (Domestic warehouse)		1900 S. Burgundy Pl.			Ontario	CA	91761	
Teston, Carrie R.		Address on File						
Testrite Instrument Co., Inc.	dba Testrite Visual Products Inc	216 S Newman St			Hackensack	NJ	07601	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Testrite Instrument Co., Inc.		135 Monroe Street			Newark	NJ	07105-1794	
TEST-RITE INTL CO., LTD.		6F, NO.23 Hsin Hu 3rd Road	Nei Hu District		Taipei		114	Taiwan
Tetreault, Thomas N.		Address on File						
Tetteh, Marilyn T.		Address on File						
Texas Attorney General	Attn Bankruptcy Department	300 W. 15th St			Austin	TX	78701	
Texas Comptroller of Public Accounts	Attn Bankruptcy Section	Lyndon B Johnson State Office Building	111 East 17th St		Austin	TX	78774	
Texas Comptroller of Public Accounts	Unclaimed Property Claims Section	PO Box 12046			Austin	TX	78711-2046	
Texas Comptroller of Public Accounts		111 East 17th Street			Austin	TX	78774-0100	
Texas Comptroller of Public Accounts		PO Box 13528, Capitol Station			Austin	TX	78711-3528	
Texas Comptroller Of Public Accts		Lyndon B. Johnson State Office Building	111 East 17th Street		Austin	TX	78774	
Texas Connect		1600 N I-35	Suite 104		Carrollton	TX	75006	
Texas Department of Agriculture		P.O. Box 12847			Austin	TX	78711	
Texas Department Of Licensing and Regulation		P.O. Box 12157			Austin	TX	78711	
Texas Gas Service		1301 S. Mopac Expressway, Suite 400			Austin	TX	78746	
Texas Gas Service		PO Box 219913			Kansas City	MO	64121-9913	
Texas State Comptroller	Interest and Penalties Dept	P.O. Box 12247			Austin	TX	78711-2247	
Texas State Comptroller	Unclaimed Property Division	Holder Reporting Section P.O. Box 12019			Austin	TX	78711-2019	
Texas State Comptroller		P.O. Box 12247			Austin	TX	78711-2247	
Tex-Sun Shade Specialties, Inc.		12150 Shiloh Road	Suite 104		Dallas	TX	75228	
Tforce Final Mile, LLC		5429 LBJ Frwy	#900		Dallas	TX	75240	
TGW Systems, Inc.		3001 Orchard Vista Dr. SE			Grand Rapids	MI	49546	
Thai, Phillip		Address on File						
Thao, Boon		Address on File						
THAT INVENTIONS		12819 SE 38th St., Ste 213			Bellevue	WA	98006	
THAT Inventions Inc.		12819 SE 38th Street	Ste 213		Bellevue	WA	98006	
THAT SOUND GAME		5 Swiss Mount Ave			HEPBURN SPRINGS	VIC	3461	Australia
That Sound Game Pty Ltd		1b Westfield Street			Melbourne		3070	Australia
Thayne Tessenholtz		Address on File						
The Artina Group dba Forms for UKG		PO Box 681			Tarrytown	NY	10591	
The Bailey Company, Inc.		501 Cowan St.			Nashville	TN	37207	
The Brian Mallard Group of Texas, LP		209 W Main St.	Suite 205		Grand Prairie	TX	75050	
The Campbell Agency, Inc.		12404 Park Central Drive	Suite 222 South		Dallas	TX	75251	
The Citizenry Inc.		400 S Record Street, Suite 1150			Dallas	TX	75202	
The Clutts Agency, Inc.		1825 Market Center Blvd	#380		Dallas	TX	75207	
The Consultancy PR		2228 N Commonwealth Avenue			Los Angeles	CA	90027	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
THE CONTAINER STORE GROUP INC UNVESTED RS AWARD ACCOUNT ATTN JEFFREY A MILLER		Address on File						
The Continental Insurance Company		151 N Franklin Street, Floor 9			Chicago	IL	60606	
The Decor Corporation PTY LTD		1314 Ferntree Gully Road			Scoresby, Victoria		3179	Australia
The Fair Plumber LLC		846 North York St.	Suite A		Elmhurst	IL	60126	
THE FOGGY DOG		3360 20th Street	Suite A		San Francisco	CA	94110	
The Foggy Dog, LLC		3360 20th Street, Suite A			San Francisco	CA	94110	
The Georgetown Company, LLC	Attn Michael F. Busch, Esq.	500 Park Avenue, 10th Floor			New York	NY	10022	
The Home Edit, LLC		1212 8th Ave S	Ste 102		Nashville	TN	37203	
THE HOPE COMPANY, INC.		12777 Pennridge Drive			Bridgeton	MO	63044	
The Illuminating Company		PO Box 371422			Pittsburgh	PA	15250-7422	
The Illuminating Company		76 South Main St			Akron	OH	44308	
The Imagine Group, LLC		P.O. Box 860615			Minneapolis	MN	55486-0615	
The Landing at Double Tree		353 North Clark Street	15th Floor		Chicago	IL	60654	
The Laundress LLC		247 West 30th St.	7th Floor		New York	NY	10001	
The Neatery LLC		1136 N. Escondido Blvd. #101			Escondido	CA	92026	
The Nielsen Company (US), LLC		675 Avenue of Americas, 4th Floor			New York	NY	10010	
The NPD Group, L.P.		900 West Shore Road			Port Washington	NY	11050	
The October Company		P.O. BOX 71			EASTHAMPTON	MA	01027-0000	
The Organized Nest, LLC		4200 S Hulén Street	Suite 620		Fort Worth	TX	76109	
The Organized You		31 Millbrook Avenue			Walpole	MA	02081	
The Peggs Company, Inc.		PO Box 907			Mira Loma	CA	91752	
THE SAVVY WARDROBE PTY LTD		121 Fuller Street			Collaroy Plateau	NSW	2097	Australia
The Scottish Plumber		PO Box 6090			Villa Park	IL	60181-5314	
The Segerdahl Corp		1351 S Wheeling Rd			Wheeling	IL	60090	
The Shamrock Companies, Inc.		PO Box 6119			Hermitage	PA	16148	
THE SHOP WOODCRAFTERS		P O BOX 932	144 PR 6125		QUITMAN	TX	75783	
THE SHOP WOODCRAFTERS		P O BOX 1450	144 PR 6125		QUITMAN	TX	75783	
The Shop Woodcrafters LLC		P.O. Box 1450			Quitman	TX	75783	
The Simple Sort LLC		119 E Costilla Street			Colorado Springs	CO	80903	
THE SOMEWHERE CO.		12 Gordon Street			Newstead	QLD	4006	Australia
The Stow Company		3311 Windquest Drive			Holland	MI	49424	
The Thymes LLC		629 9th Street SE			Minneapolis	MN	55414	
The Tin Seeds Company		513 Oriole Farm Trail			Canton	GA	30114	
The To-Done List		9540 Magnolia Road			Frisco	TX	75033	
The Town Center at Boca Raton	Attn General Counsel	c/o Simon Property Group	225 W. Washington Street		Indianapolis	IN	46204	
The Town Center at Boca Raton Trust, a New York Trust	Attn Senior Vice-President of Big Box Development	c/o Simon Property Group	225 W. Washington Street		Indianapolis	IN	46204	
The Transporter, Inc.		5410 Oates Rd			Houston	TX	77013	
The Travelers Indemnity Company		91287 Collections Center Drive			Chicago	IL	60693	
The Type Set Co.		7057 Yachting Way			Acworth	GA	30102	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
THE USB LIGHTER COMPANY, LLC		10940 Wilshire Blvd STE 2010	Attn USB Lighter Company		Los Angeles	CA	90024	
The Vertex Companies, LLC		400 Libbey Parkway			Weymouth	MA	02189	
The Village at Gulfstream Park CDD		Lockbox Services SDS 12-2657	PO Box 86		Minneapolis	MN	55486-2657	
The Village at Gulfstream Park, LLC	Attn Alan Shaw	901 S. Federal Hwy			I-llandale Beach	FL	33009	
The Village at Gulfstream Park, LLC		1360 Terminal Tower. 50 Public Square			Cleveland	OH	44113-2203	
THE WOOBLES		933 Ellis Road Suite 190			Durham	NC	27703	
The Woobles		510 Meadowmont Village Cir	Suite 311		Chapel Hill	NC	27517	
The Woobles		411 Emissary Dr. 108			Cary	NC	27519	
The Wyman Company		PO Box 358780			Gainesville	FL	32635	
Theatro Labs Inc		307 Hilltop Avenue			Richardson	TX	75081	
Thee Tailored Life		9803 W. Fountain Avenue			Milwaukee	WI	53224	
Thees, Linda		Address on File						
Theilen, Timothy		Address on File						
THELASTSHOPCA INC		130 river street	unit 2510		Toronto	ON	M5A 0R8	Canada
TheLastShopCA Incorporated		unit 202 - 205 placer court			North York	ON	M5A 0R8	Canada
Thelmas, Mickhayla M.		Address on File						
THERESA GASCOIGNE		Address on File						
Therm O Web		P.O. Box 4415			Lisle	IL	60532	
THERM O WEB		770 Glenn Avenue			Wheeling	IL	60090	
Thermos LLC		37220 Eagle Way			Chicago	IL	60678	
Thersa Brockhaus		Address on File						
Thigpen, Gretchen A.		Address on File						
think-cell Software GmbH		Leipziger Str. 51			Berlin		10117	Germany
Thole Stark, Emily M.		Address on File						
THOMAS MICHAEL WIAN T		Address on File						
Thomas, Alice		Address on File						
Thomas, Andrew R.		Address on File						
Thomas, Angela M.		Address on File						
Thomas, Ariyonna M.		Address on File						
Thomas, Ayinde		Address on File						
Thomas, Charles R.		Address on File						
Thomas, Charlotte A.		Address on File						
Thomas, Heather C.		Address on File						
Thomas, Jakhia		Address on File						
Thomas, Jayden C.		Address on File						
Thomas, Jody		Address on File						
Thomas, Khiry		Address on File						
Thomas, Kimberly		Address on File						
Thomas, Kiyana		Address on File						
Thomas, Marcus		Address on File						
Thomas, Marnita		Address on File						
Thomas, Nakeisha		Address on File						
Thomas, Peyton E.		Address on File						
Thomas, Phillip		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Thomas, Saqqari		Address on File						
Thomas, Stephanie		Address on File						
Thomas, Steven M.		Address on File						
Thomason, Cierra D.		Address on File						
Thompson, Anthony J.		Address on File						
Thompson, Art J.		Address on File						
Thompson, Blaise S.		Address on File						
Thompson, David A.		Address on File						
Thompson, Deborah A.		Address on File						
Thompson, Deon		Address on File						
Thompson, Donnelle		Address on File						
Thompson, Jami		Address on File						
Thompson, Jennifer		Address on File						
Thompson, Jeremy K.		Address on File						
thompson, keishaun		Address on File						
Thompson, Kimberly L.		Address on File						
Thompson, Lynn L.		Address on File						
Thompson, Michael		Address on File						
Thompson, Orland-Ian		Address on File						
Thompson, Saniah G.		Address on File						
Thompson, Sarah A.		Address on File						
Thompson, Tara		Address on File						
Thompson, Taylor		Address on File						
Thompson, Terri		Address on File						
Thompson-Guy, Breana		Address on File						
Thomson Reuters - West	Thompson Reuters - West	Payment Center - PO Box 6292			Carol Stream	IL	60197-6292	
Thomson Reuters (Tax & Accounting) Inc		PO Box 71687			Chicago	IL	60694-1687	
Thorn Network, Inc.		PO BOX 140933			Irving	TX	75014	
Thornton, Bailey		Address on File						
Thornton, DaJuan C.		Address on File						
Thornton, Dawn M.		Address on File						
Thornton, Kanari L.		Address on File						
Thornton, Laura W.		Address on File						
Thorpe, Dwayne		Address on File						
ThredUp Inc		969 Broadway Suite 200			Oakland	CA	94697	
THREE BY THREE		3668 Albion Place N			Seattle	WA	98103	
Three by Three, Inc.		1518 Northwest 52nd Street			Seattle	WA	98107	
Three by Three, Inc.		PO Box 31595			Seattle	WA	98103	
THREE M CENTER		3M Center			Saint Paul	MN	55144	
THREE M CENTER		3M Center	Bldg. 224-5N-41		St. Paul	MN	55144-1000	
Thule Inc.		Dept. LA 22625			Pasadena	CA	91185-2625	
Thule Inc.		42 Silvermine Rd.			Seymour	CT	06483	
THULE/CASE LOGIC		2420 Trade Centre Avenue, Ste. A			Longmont	CO	80503	
THULE/CASE LOGIC		40 Pepes Farm Rd			Milford	CT	06460	
ThyssenKrupp Elevator Corporation		PO Box 3796			Carol Stream	IL	60132-3796	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
TICA COPENHAGEN APS		Hojdevej 27			Virum		2830	Denmark
Tidwell, Parker		Address on File						
Tidwell, Sheila		Address on File						
TidySmart Organizing Solutions		143 Cady Centre #194			Northville	MI	48167	
TIEN THANH		Lot B2 Nguyen Duc Canh Industrial Zone			Thai Binh			Vietnam
TIEN THANH		Room 1603, Artemis Building, No. 3, Le Trong Tan Str.	Thanh Xuan district		Hanoi		100000	Vietnam
Tien Thanh Co., Ltd		25 Tran Hung Dao			Thai Binh			Vietnam
Tiffany Gifford		Address on File						
Tiger Analytics, Inc		268 S Pastoria Ave			Sunnyvale	CA	94086	
Tilley, Robert		Address on File						
Tillis, Denisha		Address on File						
Tillman, Jaden		Address on File						
Tillman, Melissa		Address on File						
Tim Phillips		Address on File						
TimeTrade Systems, Inc.		100 Ames Pond Drive			Tewksbury	MA	01876	
Timmons, Kelsey		Address on File						
Tina Chandler		Address on File						
Tina Fain		Address on File						
Tincher, Monica L.		Address on File						
Tindal III, William M.		Address on File						
Tindall, Brooke		Address on File						
Tindell, Aubree M.		Address on File						
Tinoco, Marco A.		Address on File						
Tirado, Destinee M.		Address on File						
Tiso, Justin		Address on File						
Titus, Beverly M.		Address on File						
TIWANA BENNETT		Address on File						
TLSC		Svajones Str. 24			Klaipeda		LT-94101	Lithuania
T-Mobile		PO Box 4191			Carol Stream	IL	60197-4191	
Toback, Max		Address on File						
Todd Feldman		Address on File						
TOKIMEKU, INC. DBA Material		135 Madison Avenue, 8th floor			New York	NY	10016	
Tola, Kaleb		Address on File						
Tolbert, Maliya E.		Address on File						
Tolbert, Tyler J.		Address on File						
Toles, Andrew		Address on File						
Tolleson, Hailey J.		Address on File						
Tolley, Caitlin D.		Address on File						
Tolley, Sarah M.		Address on File						
Tomaselli, Denise M.		Address on File						
Tomitribe Corporation	Att Accounting Team	1519 6th Street - Suite 503			Santa Monica	CA	90401	
Tomko, Catherine		Address on File						
Tomme, Melissa		Address on File						
Tomoko Marineau		Address on File						
Ton Savon, LLC La Chatelaine		8 Arbolado Court			Manhattan Beach	CA	90266	
Tong, Brenden		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Tonga, Katalina O.		Address on File						
Tonos, Luis A.		Address on File						
Tooker-Colalillo, Mark A.		Address on File						
TOOLETRIES LLC		23 Halford St			Brisbane	QLD	4006	Australia
TOOLETRIES LLC		729 N Washington Ave			Minneapolis	MN	55401	
Tooletries LLC		4470 W Sunset Blvd #90185			Los Angeles	CA	90027	
TOOLETRIES LLC		4470 W Sunset Blvd			Los Angeles	CA	90027	
ToolsGroup, Inc.		75 Federal Street Suite 920			Boston	MA	02110	
Top Knobs (USA) Inc		P. O. Box 7411246			Chicago	IL	60674-1246	
Toppan Merrill LLC		1501 Energy Park Drive			St. Paul	MN	55108	
Torales Jr., Javier		Address on File						
Torr, Tanner		Address on File						
Torres Hernandez, Jonathan		Address on File						
Torres Jordan, Niangelinette		Address on File						
Torres Medel, Antonio		Address on File						
Torres, Anthony C.		Address on File						
Torres, Carolina		Address on File						
Torres, Christina		Address on File						
Torres, Christopher		Address on File						
Torres, Eveth		Address on File						
Torres, Karina D.		Address on File						
Torres, Luis		Address on File						
Torres, Magdalena Z.		Address on File						
Torres, Tatiana S.		Address on File						
Torres-Orozco, Victoria		Address on File						
Torrijos, Saul		Address on File						
Tortorici, Amanda L.		Address on File						
TOTAL JUGGLING SRL		C.C Valecenter, via E.Mattei 1/c	Marcon		Venice		30020	Italy
Total Tooling Technology, Inc		1475 Elmhurst Rd			Elk Grove	IL	60007-6400	
Totes Isotoner Corporation		PO Box 208321			Dallas	TX	75320-8321	
Touma, Michael E.		Address on File						
Toussaint, Jakob		Address on File						
Tovar Jr., Pablo		Address on File						
Town & Country Camelback, LLC	Attn James Shough	2021 E. Camelback Road., Suite A38			Phoenix	AZ	85016	
Town & Country SC, LLC		PO Box 92107			Las Vegas	NV	89193	
Town Center at Boca Raton		225 W Washington Street			Indianapolis	IN	46204	
Town of Corte Madera	Business License Section	Corte Madera Town Hall P.O. Box 159			Corte Madera	CA	94976-0159	
Town of Corte Madera		300 Tamalpais			Corte Madera	CA	94925-1418	
Town of Fairview		372 Town Place			Fairview	TX	75069	
Town of Fairview, TX		372 Town Place			Fairview	TX	75069	
Town of Natick	City Clerks Office	13 East Central Street			Natick	MA	01760	
Town of Natick		13 East Central Street			Natick	MA	01760	
Town of Parker		P.O. Box 5602			Denver	CO	80217	
Town Square Ventures, L.P.		30 South Meridian Street	Suite 1100		Indianapolis	IN	46204	
Towneplace Suites		3010 Wood St			Lansing	MI	48906	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Townsend, Christopher		Address on File						
Township of Livingston, NJ		357 South Livingston Avenue			Livingston	NJ	07039	
Townson, Kimberly		Address on File						
Towsley, Tucker		Address on File						
Toy Investments, Inc. DBA Toysmith		3101 West Valley Hwy. East			Sumner	WA	98390	
TOYSMITH INVESTMENTS, INC. DBA TOYSMITH		3101 West Valley Hwy E			Sumner	WA	98390	
Trabucco, Brittany N.		Address on File						
Tracey M Kuennen LLC		1601 N. Sepulveda Blvd #639			Manhattan Beach	CA	90266	
TRACI CASTRO		Address on File						
TRACI HEITZ		Address on File						
TRACY LEWIS		Address on File						
TRACY ZANDER		Address on File						
Tracy, Jakob R.		Address on File						
Tragarz, Lee-Anne		Address on File						
Trajlinek, Anthony P.		Address on File						
Tran, Emily		Address on File						
Tran, Kimberly		Address on File						
Tran, Korlan		Address on File						
Tran, Stephen V.		Address on File						
Tran, Trang		Address on File						
Tran, Van		Address on File						
Tran, Vi T.		Address on File						
Trane U.S. Inc		3600 Pammel Creek Rd.			La Crosse	WI	54601	
Transcon Shipping Co., Inc.		525 S Douglas Street #280			El Segundo	CA	90245	
Transporter IntermodalLogistics		1 Kellaway Drive			Randolph	MA	02368	
Travelers Casualty and Surety Company of America		One Tower Square, H.O. Bond, CR04			HARTFORD	CT	06183	
Travelers Choice Travelware		2805 S. Reservoir St			Pomona	CA	91766	
Travelers Property Casualty Company of America	Travelers, Enterprise Development	One Tower Square			Hartford	CT	06183	
Travelon		Travelon Lockbox #774407	4407 Solution Center		Chicago	IL	60677-4004	
TRAVELON		11333 Addison Avenue Suite 200			Franklin Park	IL	60131	
Traverse Systems		1490 Southwest Freeway Suite 300			Sugar Land	TX	77478	
Travis County Tax Collector (Austin)		P.O. Box 970			Austin	TX	78767-0970	
Trazo Design, LLC		2508 Cedarwood Drive			Germantown	TN	38138	
TREA 3010 Bridgepointe Parkway LLC	c/o TH Real Estate	560 Mission St., 10th Floor			San Francisco	CA	94105	
TREA 3010 BRIDGEPOINTE PARKWAY LLC		2800 Leavenworth Street, #260			San Francisco	CA	94133	
Treanton, Kaylin M.		Address on File						
Treasurer Arlington County	Commissioner of the Revenue	2100 Clarendon Blvd, #200			Arlington	VA	22201-5403	
Treasurer Arlington County		2100 Clarendon Blvd, #200			Arlington	VA	22201-5403	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Treasurer of Guam	Unclaimed Property Division	PO Box 7420			Tamuning	GU	96932	
Treasurer of State of Ohio		30 E Broad St #9			Columbus	OH	43215	
Treasurer, State of Connecticut	Unclaimed Property Division	P.O. Box 150435			Hartford	CT	06115-0435	
Treat Jr., Lawrence J.		Address on File						
Trebilcock, Jay		Address on File						
Tree House Law LLP		10250 Constellation Blvd., Suite 100			Los Angeles	CA	90067	
TreeKeeper, LLC		5079 West 2100 South	Unit A		West Valley	UT	84120	
Trefcer, Karen		Address on File						
Trejo, Ana C.		Address on File						
Trejos, Adela M.		Address on File						
Trent, Victoria		Address on File						
Trestrail, William A.		Address on File						
Tretler, Jessica S.		Address on File						
Trevino, Alejandra		Address on File						
Trevino, Caroline		Address on File						
Trevino, Eric M.		Address on File						
Trevizo, Bianca M.		Address on File						
Trevor Nguyen		Address on File						
Trezza, Sam M.		Address on File						
Triadex Services, LLC		5334 Primrose Lake Cir			Tampa	FL	33647	
Triboro Elevator Consultants Corp.		181 Hillside Avenue	2nd FL		Williston Park	NY	11596	
Trifilio, Maggie		Address on File						
Trigg, Pamela		Address on File						
Trimble MAPS		PO Box 204769			Dallas	TX	75320	
Trimble, Courtney A.		Address on File						
Trintech Inc		PO Box 205367			Dallas	TX	75320-5367	
Triple B Cleaning, Inc.		10720 Miller Rd	#214		Dallas	TX	75238	
Tripler, Julissa		Address on File						
Triplett, Alexander S.		Address on File						
Tripp, Melinda		Address on File						
Troglia, Jaden		Address on File						
Trojanek, Dyllon M.		Address on File						
TROVE BRANDS, LLC		250 S 850 E			Lehi	UT	84043	
Troy Commons LLC		1334 Mapelawn Dr			Troy	MI	48084	
TROY COMMONS, L.L.C.	c/o Stuart Frankel	1334 Mapelawn Drive			Troy	MI	48084	
Troy, Alexis		Address on File						
Troyer, Casey J.		Address on File						
Tru Earth Environmental Products Inc.		607-220 Brew St.			Port Moody	BC	V3H0H6	Canada
TRUDEAU		850 Remington Blvd			Bolingbrook	IL	60440	
TRUDEAU		3407 SW 106th			Seattle	WA	98146	
TRUDEAU		1803 Broadway #202			Nashville	TN	37203	
Trudeau Corporation		10440 Woodward Avenue			Woodridge	IL	60517-4934	
True Fabrications, Inc.		3668 Albion Place North			Seattle	WA	98103	
TRUFFLE		3981 S Clermont St			Englewood	CO	80113	
Trujillo, Litzzy V.		Address on File						
Trujillo, Michael F.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
TRUNK OUTLET		565 Blossom Rd.			Rochester	NY	14610	
Truong, Hien T.		Address on File						
Truong, Stephanie		Address on File						
Trutanich, Olga L.		Address on File						
Trystar LLC		1955 Stephenson Highway			Troy	MI	48083	
Tsambarlis, Andrea		Address on File						
Tsiftilis, Helen		Address on File						
Tsosie, Brittany D.		Address on File						
Tsukahira, Jarred K.		Address on File						
TSYS Merchant Solutions		1601 Dodge St			Omaha	NE	68102	
TTEC Digital, LLC DBA Voice Foundry		6132 S Fiddlers Green Circle	Suite 100N		Greenwood Village	CO	80111	
TTEC Digital, LLC DBA Voice Foundry		9197 S Peoria St			Englewood	CO	80112	
Tuck, Kevin		Address on File						
Tucker, Katherine M.		Address on File						
Tucker, Toni		Address on File						
Tucson Electric Power Company		88 E. Broadway Blvd.			Tucson	AZ	85701	
Tucson Electric Power Company		PO Box 5171			Harlan	IA	51593-0671	
Tucson Mail	Attn General Manager	4500 N. Oracle Road			Tucson	AZ	85705	
Tudgay, Claudine M.		Address on File						
Tudgay, Rachael		Address on File						
Tuft and Paw Incorporated		312-319 East 7th Ave			Vancouver	BC	V5T1M9	Canada
Tull, Noah		Address on File						
Tull, Wendy H.		Address on File						
Tullis, Jane A.		Address on File						
Tullo, Joseph A.		Address on File						
Tullo, Lesly M.		Address on File						
Tullos, Codey W.		Address on File						
Tungaturti, Aravind		Address on File						
Tunney, Joan		Address on File						
Tuno, Brianna		Address on File						
Turaga, Archana M.		Address on File						
Turbo Sales and Leasing		P.O. Box 981			Gainesville	GA	30503	
Turco, Brianne E.		Address on File						
Turgeon, Maureen A.		Address on File						
Turkot, Doreen E.		Address on File						
Turner, Amy		Address on File						
Turner, Andrea		Address on File						
Turner, Dana D.		Address on File						
Turner, Heather J.		Address on File						
Turner, James B.		Address on File						
Turner, Shelby L.		Address on File						
Turner, Shiree		Address on File						
Turner, Taj		Address on File						
Turner, Virginia		Address on File						
Turner, Wilson W.		Address on File						
Turrubiates, Irving		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Tusa, Alexandra		Address on File						
Tuscan South Village, LLC	Attn Lease Administration	c/o Tuscan Market	51 South Broadway #1648		Salem	NH	03079	
Tuscan South Village, LLC	Nutter, McClennen & Fish LLP	Attn Michael Kushnir, Esq.	155 Seaport Boulevard		Boston	MA	02110	
Tuscan South Village, LLC.		PO Box 1648			Salem	NH	03079	
Tusler, Marianna K.		Address on File						
Tuthill, Luke S.		Address on File						
TVEyes Inc.		1150 Post Road			Fairfield	CT	06824	
Twachtman, David		Address on File						
TWEE		1241 Carpenter Street			Philadelphia	PA	19147	
TWEEZERMAN INTERNATIONAL		332 Gifford Dr			Coppell	TX	75019	
Tweezerman International, LLC		2 Tri Harbor Court			Port Washington	NY	11050	
TWELVE SOUTH		1503 King Street #201			Charleston	SC	29405	
Twelve South, LLC		1503 King Street	Suite 201		Charleston	SC	29405	
Twiggs, Gwendolyn I.		Address on File						
Twiggs, Martha O.		Address on File						
Twilio		375 Beale Street Suite 300			San Francisco	CA	94105	
Twilley, Pamela A.		Address on File						
Twitty, Michelle		Address on File						
Two K Witt and Associates Inc.		2660 N Drury Lane			Arlington Hts	IL	60004	
Tworkiewicz, Maria		Address on File						
Twos Company Inc		500 Saw Mill River Road			Elmsford	NY	10523	
TXU Energy		PO BOX 650638			Dallas	TX	75265-0638	
TXU Energy		6555 Sierra Drive			Irving	TX	75039	
TXU Energy Receivables Company LLC	Gabriel R. Castro / Rumi Thompson	1925 West John Carpenter Freeway			IRVING	TX	75063	
Ty, Richard		Address on File						
Tyler, Alyssa M.		Address on File						
Tyler-Vann, Christian		Address on File						
Tyner, Alonzo		Address on File						
Tyree, Lucinda M.		Address on File						
Tyskiewicz, Dana		Address on File						
Tyson, Marquetta M.		Address on File						
TZUMI ELECTRONICS LLC		16 E 34th St			New York	NY	10016	
Tzumi Electronics, LLC.		16 East 34th street, 3rd Floor			New York	NY	10016	
U Brands, LLC		27121 Calle Arroyo	Suite 2220		San Juan Capistrano	CA	92675	
U S Metro-Line Services		1111 North Floyd Road			Richardson	TX	75080	
U.S.TAPE COMPANY INC.		2452 Quakertown Road	Ste 300		Pennsburg	PA	18073	
Ubillus, Freddy		Address on File						
Ubistor, Inc		1111 N Plaza Dr Ste 600			Schaumburg	IL	60173-4963	
U-BRANDS, LLC		23046 Avenida de la Carlota	Ste 700		Laguna Hills	CA	92653	
UBS-Utility Billing Services	c/o Central Arkansas Water	221 East Capitol Ave			Little Rock	AR	77202	
UBS-Utility Billing Services		P.O. Box 8100			Little Rock	AR	72203-8100	
Uchida of America Corp		PO Box 30429			Los Angeles	CA	90030-0429	
UCHIDA OF AMERICA, CORP.		3535 DEL AMO BLVD			TORRANCE	CA	90503	
Udes, Kassandra		Address on File						
Udumukwu, Kennedy O.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Uecker, Kathleen S.		Address on File						
Uhrich, Annabell		Address on File						
UKG Inc.	Attn Accounting Department	1485 North Park Drive			Weston	FL	33326	
UKG Kronos Systems LLC		PO Box 845748			Boston	MA	02284-5748	
UKG, Inc.		900 Chelmsford St			Lowell	MA	01851	
UKG, Inc.		2250 North Commerce Parkway			Weston	FL	33326	
Ulbrich, Barton W.		Address on File						
Ulbrich, Michele Y.		Address on File						
Uline		P.O. Box 88741			Chicago	IL	60680-1741	
Uline Shipping Supplies		PO Box 88741			Chicago	IL	60680-1741	
Ullom, Chris		Address on File						
ULTRA PRO INTERNATIONAL LLC		6049 Slauson Avenue			Commerce	CA	90040	
Ultra Pro International LLC		6049 E. Slauson Avenue			Commerce	CA	90040	
Umanzor, Ruth		Address on File						
Umbas, Raymond		Address on File						
UMBRA		40 Emblem Court			Toronto	ON	M1S 1P8	Canada
Umbra		Room 15, Woorksop 65-V, Valiant Ind.	Bldg 2-12 AU PUI Wan St		FO TAN, KOWLOON		518001	China
UMBRA		1705 Broadway			Buffalo	NY	14212	
Umbra HK Limited		Room 15, Woorksop 65-V, Valiant Ind.	Bldg 2-12 AU PUI Wan St		FO TAN, KOWLOON		518001	China
Umbra HK Limited		P.O. Box 8000, Dept. No. 554			Buffalo	NY	14267	
UNDER THE ROOF DECORATING USA, LLC		PO Box 34280, 1610 - 37 Street S.W.			Calgary	AB	T3C 3P1	Canada
Under the Roof Decorating USA, LLC		PO Box 34280			Calgary	AB	T3C 3P1	Canada
Unidays Inc		434 West 33rd Street	Suite 830		New York	NY	10001	
Unified Valet Parking		99 S. Chester Ave.	Suite 200		Pasadena	CA	91106	
Union Parish Sales & Use Tax Commission		PO Box 903			Ruston	LA	71273-0903	
Unique Logistics International (NYC) LLC		PO Box 225246			Dallas	TX	75222	
United HealthCare Services, Inc.		9900 Bren Rd. E			Minnetonka	MN	55343	
United HealthCare Services, Inc.		9800 Health Care Lane			Minnetonka	MN	55343	
United Parcel Service		PO Box 7247-0244			Philadelphia	PA	19170-0001	
United Rentals		PO Box 840514			Dallas	TX	75284-0514	
United Rentals		P.O. Box 100711			Atlanta	GA	30384-0711	
United States	Attorney-In-Charge International Trade Field Office	U.S. Department of Justice	Commercial Litigation Branch	26 Federal Plaza	New York	NY	10278	
United States	Office of the U.S. Trade Representative	General Counsel Joseph L. Barloon Office of the General Counsel	600 17th Street, NW		Washington	DC	20006	
United States	U.S. Customs & Border Protection	Chief Counsel Scott K. Falk Office of Chief Counsel	1300 Pennsylvania Ave., NW		Washington	DC	20229	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
United States	U.S. Department of Justice	Attorney-In-Charge Commercial Litigation Branch	1100 L Street, NW		Washington	DC	20530	
United States Treasury		IRS			KANSAS CITY	MO	64999-0002	
United States Treasury		Internal Revenue Service			Ogden	UT	84201-0012	
UNITIL NH Gas Operations		PO Box 981077			Boston	MA	02298-1077	
UNITIL NH Gas Operations		6 Liberty Lane West			Hampton	NH	03842-1720	
Universal Custom Display		9104 Elkmont Way			Elk Grove	CA	95683	
Universal Maintenance		350 Piercy Road			San Jose	CA	95138	
University Products		P.O. Box 101			Holyoke	MA	01041	
UNIVERSITY PRODUCTS		517 Main St			Holyoke	MA	01040	
Unplugged Goods		695 Minnesota Street	Suite A		San Francisco	CA	94133	
Upchurch, Jade H.		Address on File						
Upper Canada Soap & Candle Makers		5875 Chedworth Way			Mississauga	ON	L5R 3L9	Canada
Upper Merion Sewer Revenue		175 West Valley Forge Road			King of Prussia	PA	19406-1802	
Upper Merion Township		175 W. Valley Forge Road	Attn Business Tax Office		King of Prussia	PA	19406	
UPS Freight		28013 Network Place			Chicago	IL	60673-1280	
Urban Sr., Migel E.		Address on File						
Urban, Jennifer		Address on File						
Urbanec, Lucie L.		Address on File						
Urbani, Arlene Z.		Address on File						
Urbin, John C.		Address on File						
Urbina De Montano, Sonia		Address on File						
Urias Jr., Roberto A.		Address on File						
Uribe, Esteban		Address on File						
Uricher, Lori A.		Address on File						
Urrutibeheity, Elizabeth		Address on File						
US Attorney Office, Southern District of Texas	Civil Process Clerk for the U.S. Attorneys Office	1000 Louisiana	Suite 2300		Houston	TX	77002	
US Chamber of Commerce Foundation		1615 H Street NW			Washington	DC	20062	
US Customs and Border Protection	Office of Chief Counsel	1300 Pennsylvania Avenue, Suite 4.4-B			Washington	DC	20229	
US Customs and Border Protection	U.S. Customs and Border Protection	P.O. Box 979126			St. Louis	MO	63197-9000	
US Trustee for the Southern District of Texas (Houston Division)		515 Rusk Street	Suite 3516		Houston	TX	77002	
Usablenet, Inc.		500 7th Avenue	8th Floor		New York	NY	10018	
User Zoom, Inc.		1484 Pollard Rd, #271			Los Gatos	CA	95032	
Usi, Roy C.		Address on File						
Uslanian, Sean		Address on File						
Ussery Printing Company, Inc.		4201 Airborn Dr.			Addison	TX	75001	
Utah Attorney General	Attn Bankruptcy Department	Utah State Capitol Complex	350 North State Street, Suite 230		Salt Lake City	UT	84114-2320	
Utah Department of Agriculture & Food		4315 South 2700 West	TSOB South Bldg, Floor 2		Taylorsville	UT	84129	
Utah State Tax Commission		210 N 1950 W			Salt Lake City	UT	84134	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Utah State Treasurer	Treasurers Office	Unclaimed Property Division	168 N 1950 W Suite 102		Salt Lake City	UT	84116	
Utah State Treasurer	Unclaimed Property Office	PO Box 142321			Salt Lake City	UT	84114	
Uthman, Aayaat		Address on File						
Utley, Aldon C.		Address on File						
UWS Post Oak LLC	Craig Burt	952 Echo Ln, Suite 130			Houston	TX	77024	
UWS Post Oak LLC		950 Echo Lane	Suite 100		Houston	TX	77024	
Uzick, Sharon		Address on File						
Uzoigwe, Alozie A.		Address on File						
Uzoma, Kingsley		Address on File						
V. Alexander Transport Systems		Martinistrasse 61			Bremen		28195	Germany
Vaca, Alejandra		Address on File						
Vaco LLC DBA Focus Search Partners		5501 Virginia Way	Suite 120		Brentwood	TN	37027	
Valdez, Ariana		Address on File						
Valdez, Brandon		Address on File						
Valdez, Michael A.		Address on File						
Valdez, Sandra		Address on File						
Vale, Elaine A.		Address on File						
Valencia, Danny		Address on File						
Valencia, Jahaira		Address on File						
Valencia, Jamir		Address on File						
Valencia, Lourdes M.		Address on File						
Valendrawers, Inc.		555 Dixon St			Lexington	NC	27292-7516	
Valenti, Susan		Address on File						
Valentin Jr., Gilberto		Address on File						
Valentin, Alejandra		Address on File						
Valentin, Edwin		Address on File						
Valentin, Elexxus		Address on File						
Valentino, Donna	Pasternack, Tilker, Ziegler	Pasternack, Tilker	180 Livingston St, 2nd Floor		Brooklyn	NY	11201	
Valentino, Donna		Address on File						
Valenzuela Ramirez, Elvia		Address on File						
Valenzuela, Donna J.		Address on File						
Valerie Gore		Address on File						
Valero, Raquel		Address on File						
VALIA KRAKOW		Address on File						
Valladares, Jairo D.		Address on File						
Valladares, Viridiana		Address on File						
Valles, Deborah A.		Address on File						
Valles, Emily V.		Address on File						
Valles, Monica D.		Address on File						
Valverde, Miriam C.		Address on File						
Van Eeuwen, Alibek S.		Address on File						
Van Gundy, Mike		Address on File						
Van Horn IV, Thomas E.		Address on File						
Van Horn, Camille		Address on File						
Van Horn, Christian		Address on File						
van Kan, Petra		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Van Staden, Vanessa		Address on File						
Van Tress, Sarah B.		Address on File						
Van Wijk, Cecilia M.		Address on File						
Van, Si Weng		Address on File						
VanAllen, Kelly L.		Address on File						
Vance, Tykiem		Address on File						
Vander Vorst, Alyssa A.		Address on File						
Vandergriff, Hannah F.		Address on File						
Vandevender, Aryn G.		Address on File						
Vanegas Urbina, Fatima D.		Address on File						
VANESSA CORNEJO		Address on File						
Vanessa Rincon		Address on File						
Vang, Chong		Address on File						
VanHynden, Timothy		Address on File						
Vannett, Christal		Address on File						
Vano, Brittany	Bivona Law	Drew Bivona	1415 Louisiana Street, 29th Floor		Houston	TX	77002	
VanSickle, Joy		Address on File						
Vardakas, Ilias K.		Address on File						
Varela Ramirez, Jorge A.		Address on File						
Vargas de Cerabregu, Melisa		Address on File						
Vargas Gonzalez, Sara H.		Address on File						
Vargas II, Daniel G.		Address on File						
Vargas, Angelo		Address on File						
Vargas, Carlos		Address on File						
Vargas, Frank R.		Address on File						
Vargas, Haley		Address on File						
Vargas, Jeremiah A.		Address on File						
Vargas, Marsha L.		Address on File						
Varnell, Zadrain		Address on File						
Vasilakis, Nicholas		Address on File						
Vasquez, Briana K.		Address on File						
Vasquez, Cintia		Address on File						
Vasquez, Enrique		Address on File						
Vasquez, Jeremy R.		Address on File						
Vasquez, Juan C.		Address on File						
Vasquez, Marco A.		Address on File						
Vasquez-Salgado, Mikayla		Address on File						
Vass Jr., Darrin		Address on File						
Vaughan, Ryan W.		Address on File						
Vaughn, Alexandra N.		Address on File						
Vaughn, Gina C.		Address on File						
Vaupel, Kimberly		Address on File						
Vavoules, Andrew		Address on File						
Vazquez Jr., Luciano		Address on File						
Vazquez, Edward		Address on File						
Vazquez, Jorge		Address on File						
Vazquez-Jorge, Alberto		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Vechnyak, Dina		Address on File						
VEDEA LLC dba Boot Butler		516 Waterford Terrace			Easton	PA	18042	
Veeder, Diana A.		Address on File						
Velasco Braxton, Michelle		Address on File						
Velasco Perez, Eva		Address on File						
Velasco Sr., Bernie D.		Address on File						
Velasquez, Angel		Address on File						
Velasquez, Edgar		Address on File						
Velasquez, Luis R.		Address on File						
Velazquez, Carlos E.		Address on File						
Velazquez-Huerta, Manuel Y.		Address on File						
Velez, Jonathan E.		Address on File						
Velez, Lizzett A.		Address on File						
Veloz, Denise		Address on File						
Vendiola, Vanessa		Address on File						
Venie, Erica		Address on File						
Vensas, Trent		Address on File						
Venters, Jalen		Address on File						
Ventre, Bailey		Address on File						
Ventura County Tax Collector		800 South Victoria Avenue			Ventura	CA	93009	
Ventura Department of Weights and Measures		800 South Victoria L#1750			Ventura	CA	93009	
Ventura Department of Weights and Measures		555 Airport Way, Ste E			Camarillo	CA	93030	
Ventura, Omar A.		Address on File						
Venuti, Yvonne L.		Address on File						
Veolia Water New Jersey		69 Devoe Place			Hackensack	NJ	07601	
Veolia Water New Jersey		PO Box 371804			Pittsburgh	PA	15250	
Vera Gonzalez, Kimberly		Address on File						
Vera, Isaac		Address on File						
Vera, Mia I.		Address on File						
Veran, Ernest		Address on File						
Verifone Inc.		2744 University Dr			Coral Spring	FL	33065	
Verizon		1095 Avenue of the Americas			New York	NY	10036	
Verizon		PO BOX 15043			ALBANY	NY	12212-5043	
Verma, Gia		Address on File						
Vermilion Parish School Board		P.O. Box 1508			Abbeville	LA	70511-1508	
Vermilyea, Jennifer		Address on File						
Vermont Attorney General	Attn Bankruptcy Department	109 State St.			Montpelier	VT	05609-1001	
Vermont Department of Taxes		PO Box 547			Montpelier	VT	05601	
Vermont State Treasurers Office	Unclaimed Property Division	109 State Street			Montpelier	VT	05609-6200	
Vernon Parish Sales Tax Department		117 Belview Road			Leesville	LA	71446	
Veronica McDougal		Address on File						
Versino Jr., Victor		Address on File						
Vertex Inc		Vertex Inc. W510248	PO Box 7777		Philadelphia	PA	19175-0248	
Vertiv Corporation		PO Box 70474			Chicago	IL	60673	
Vervaeet, Jennifer		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
VERY GREAT INC.		52 Mercer Street Floor 3			New York	NY	10013	
VERY GREAT INC.		110 Vista Centre Drive			Forest	VA	24551	
Very Great, Inc.		52 Mercer St	Flr 3		New York	NY	10013	
Vesotsky, Miah E.		Address on File						
VESTERGAARD FRANDSEN INC / DBA LIFESTRAW		333 W. Ostend St	Suite 300		Baltimore	MD	21230	
Vestergaard Frandsen Inc. DBA LifeStraw		333 W. Ostend Street			Catonsville	MD	21228	
VH Group LLC		1933 S Broadway	Suite 1054		Los Angeles	CA	90007	
VH GROUP LLC (Vietnam Housewares)		1933 S Broadway	Suite 1054		Los Angeles	CA	90007	
VH GROUP LLC (Vietnam Housewares)		Binh Phuoc B	Binh Chuan Ward	Thuan An Dist	Binh Duong Province		590000	Vietnam
VI TRAN		Address on File						
VIA Seaport Residences		5 Fan Pier Blvd	4th Floor Leasing Office		Boston	MA	02210	
Vias, Sheryl D.		Address on File						
Viaavid Broadcasting Corporation		118-998 Harbourside Drive			North Vancouver	BC	V7P 3T2	Canada
Vibes Media LLC		PO Box 256			Willow Springs	IL	60480	
Vicars, Anna E.		Address on File						
Vickers, Shelby		Address on File						
Vickery, Amanda L.		Address on File						
Victa, Erich L.		Address on File						
VICTORIA FAY FAUGHNAN		Address on File						
Victoria Koonce		Address on File						
Victoria Nguyen		Address on File						
VICTORIA WOODS		Address on File						
Vidaurreazaga, Piero A.		Address on File						
Viers, Jason T.		Address on File						
Viet Hoang		Address on File						
Vigil V, Eddie		Address on File						
Vigil, Gino		Address on File						
Vigil, Jill H.		Address on File						
Viktor Metzger		Address on File						
Vilarino, Luis		Address on File						
Villa Lighting Supply, Inc.		2929 Chouteau Ave			Saint Louis	MO	63103-2903	
Villa, Jose R.		Address on File						
Villa, Luz J.		Address on File						
Villacorta, Kevin G.		Address on File						
VILLAGE FV, LTD	Attn Retail Division	Lincoln Property Company Commercial, LLC	8111 Douglas Ave., Suite 6000		Dallas	TX	75225	
Village FV, Ltd		2000 McKinney Avenue	Suite 1000		Dallas	TX	75201	
Village FV, Ltd.		PO Box 841086			Dallas	TX	75284	
Village of Northbrook		1225 Cedar Lane			Northbrook	IL	60062	
Village of Oak Brook		26018 Network Place			Chicago	IL	60673-1260	
Village Of Schaumburg		P.O. Box 5919			Carol Stream	IL	60197-5919	
Village of Schaumburg, IL		101 Schaumburg Ct			Schaumburg	IL	60193-1881	
Villa-Giroux, Christopher G.		Address on File						
Villagomez, Ilia Y.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Villalobos, Jesus		Address on File						
Villalobos, Jose L.		Address on File						
Villalobos, Veronica I.		Address on File						
Villalpando, Evelin		Address on File						
Villalta-Vaca, Evitelio A.		Address on File						
Villalva, David A.		Address on File						
Villalva, Kevin A.		Address on File						
Villanueva, Jaida Z.		Address on File						
Villanueva, Kathyrine		Address on File						
Villareal, Haley		Address on File						
Villarial, Gregory F.		Address on File						
Villegas, David		Address on File						
Villegas, Javier		Address on File						
Villegas, Jonathan R.		Address on File						
Villegas, Lailah M.		Address on File						
Villegas-Chavez, Joyce A.		Address on File						
Vim Recyclers Lp		PO Box 848			Aurora	IL	60507-0848	
Vinakom		860 Remington Road			Schaumburg	IL	60173	
Vinakom Communications		860 Remington Rd			Schaumburg	IL	60173	
Vince Thompson		Address on File						
VINCENT ODOM FERTITTA		Address on File						
Vincent, Jennifer		Address on File						
Vincent, Shontelle M.		Address on File						
Vineta Whitten		Address on File						
Vingara, Laura		Address on File						
Vinglace, LLC		6711 Stella Link Blvd Suite 165			Houston	TX	77005	
Vinson & Elkins LLP		845 Texas Ave Suite 4700			Houston	TX	77002	
Vinson, Tamara		Address on File						
Violante, Andre		Address on File						
Viot, Gabrielle S.		Address on File						
VIRA Insight, LLC		2701 S Valley Parkway			Lewisville	TX	75067	
ViralSweep dba AppHub LLC		116 Huntington Avenue 15th Floor			Boston	MA	02116	
Viramontes, Joaquin R.		Address on File						
Viray, Kristin A.		Address on File						
Virden, Stacy D.		Address on File						
Virellas Jr., Alfred		Address on File						
Virgin Islands Office of the Lieutenant Governor	Division of Banking and Insurance	Unclaimed Property	5049 Kongens Gade	Charlotte Amalie	St Thomas	VI	00802-6487	
Virginia Attorney General	Attn Bankruptcy Department	202 North Ninth St			Richmond	VA	23219	
Virginia Department Of Taxation	011-Sales Taxes	P.O. Box 1115			Richmond	VA	23218-1115	
Virginia Department Of Taxation		PO Box 2369			Richmond	VA	23218	
Virginia Department of Treasury	Unclaimed Property Division	PO Box 2478			Richmond	VA	23218	
Virginia Mayorquin		Address on File						
Virginia State Corporation Commission		P.O. Box 1880			Richmond	VA	23218-1880	
Visa Mastercard	Joel (Chad) Sizemore	8181 Communications Pkwy			Plano	TX	75024	
Viscusi, Lisa M.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Visitacion, Justin		Address on File						
Vissing, Helen D.		Address on File						
Vistra Intermediate Company LLC DBA TXU		6555 Sierra Drive Irving Tx			IRving	TX	75039	
Vital Records Holdings, LLC		Dept. 5874	PO Box 11407		Birmingham	AL	35246	
Vital, Sean		Address on File						
Vitruvi Corporation		500-329 Railway St.			Vancouver	BC	V6A1A4	Canada
VITRUVI CORPORATION		329 Railway Street	#500		Vancouver	BC	V6A1A4	Canada
VIVANT DECORATIONS B.V.		Amerikalaan 21			Maastricht Airport		6199 AE	Netherlands
Vivant Decorations BV		Amerikalaan 21			Maastricht Airport		6199 AH	Netherlands
Viviana Mirabal		Address on File						
Vivid Wrap Ltd		Unit 4	Brassmill Enterprise Centre		Bath		BA1 3JN	United Kingdom
VIVID WRAP LTD		22 High Street			Corsham		SN13 0HB	United Kingdom
Vixamar, Ivan		Address on File						
Vnoucek, Zoltan M.		Address on File						
Vo, Claire I.		Address on File						
Vo, Raymond		Address on File						
Voelbel, Arlene		Address on File						
Voeun, Francisca M.		Address on File						
Vogel, Michael		Address on File						
Vogel, Sally F.		Address on File						
Vollem, Vyshnavi		Address on File						
Volny, Zuzana		Address on File						
Volpatti, Daniel		Address on File						
Volpe, Amanda J.		Address on File						
Volumatic/Omal		PO Box 645727			Cincinnati	OH	45264-5727	
VOLUSPA		2900 McCABE WAY			IRVINE	CA	92614	
Volz, Natalie A.		Address on File						
von Edeskuty, Olivia G.		Address on File						
Von Hodenberg, Nadia		Address on File						
von Oy, Matheu		Address on File						
Vondruska, Thomas		Address on File						
VonLewis, Darrion J.		Address on File						
Vornado Air, LLC		415 E. 13th Street			Andover	KS	67002	
Vortex		3198-M Airport Loop			Costa Mesa	CA	92626-3407	
Votran, Evelyn		Address on File						
VRC Companies, LLC., d/b/a Vital Records Control, f/k/a Vital Media Security	Contracting Compliance Department	868 Mt. Moriah Rd.			Memphis	TN	38117	
VRIZE Inc		7320 East Fletcher Avenue			Tampa	FL	33637	
Vrize, Inc		7320 East Fletcher Ave Temple Terrace			Tampa	FL	33637	
VSF Transportation, Inc.		1025 Ken O Sha Ind Park Drive SE			Grand Rapids	MI	49508	
VSS Transportation Group	Attn Natalia Pavic	1325 W Belt Line Rd			Carrollton	TX	75006	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
VSS Transportation Group, Inc.		PO Box 610028			Dallas	TX	75261	
Vuckovich, Elizabeth E.		Address on File						
Vymetal-Taylor, Mary M.		Address on File						
W Services Group		500 Wheeler Road			Hauppauge	NY	11788	
W. J. Hagerty & Sons, Ltd., Inc.		P.O. Box 1496			South Bend	IN	46624	
W.M. BARR & COMPANY, INC		6750 Lenox Center Court, Suite 200			Memphis	TN	38115	
W.M. BARR & COMPANY, INC		9510 Palmento Dr #4202			Isle Of Palms	SC	29451	
W.M. Barr & Company, Inc.		PO Box 2121			Memphis	TN	38159	
Waboba, Inc		3850 Holcomb Bridge Road, Suite 270			Peachtree Corners	GA	30092	
Wachowski, Michael T.		Address on File						
Wada, Jane		Address on File						
Waddington, Paul D.		Address on File						
Wade, Logan B.		Address on File						
Wadhvani, Gulshan		Address on File						
Wagener, Jacob		Address on File						
Waggoner, Andrew		Address on File						
Wagner, Brooke B.		Address on File						
Wagner, Erica C.		Address on File						
Wagner, Jeanne M.		Address on File						
Wagner, Noel L.		Address on File						
Wagnon, Amelia H.		Address on File						
Waiganjo, Alyannah J.		Address on File						
Wainwright III, Benjamin		Address on File						
Waites, Natasha	Shugarman & Mehring	Mehring, Michael	1 N. Charles Street		Baltimore	MD	21201	
Wake County Revenue Department		PO Box 580084			Charlotte	NC	28258-0084	
Wake County Revenue Department		PO Box 96084			Charlotte	NC	28296-0084	
Wakim Banks		Address on File						
Wakser, Jonathan M.		Address on File						
Walcott, Myles C.		Address on File						
Waldman, Michaela		Address on File						
Walgamotte, Mark		Address on File						
Walker, Bryce H.		Address on File						
Walker, Chakari K.		Address on File						
Walker, Christopher		Address on File						
Walker, Cleon		Address on File						
Walker, Dawn J.		Address on File						
Walker, Jawon R.		Address on File						
Walker, Kadreanna A.		Address on File						
Walker, Kola		Address on File						
Walker, Larissa J.		Address on File						
Walker, Lynnette D.		Address on File						
Walker, Patricia D.		Address on File						
Walker, Paula R.		Address on File						
Walker, Veronique L.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Walkley, Donald J.		Address on File						
Wall, Hayden		Address on File						
Wall, Peter C.		Address on File						
Wallace, Alexandra		Address on File						
Wallace, AriAnna L.		Address on File						
Wallace, Colleen		Address on File						
Wallace, DeAndre W.		Address on File						
Wallace, Elliott C.		Address on File						
Wallace, Mykenzy		Address on File						
Wallace, William M.		Address on File						
Wallander, Barbara J.		Address on File						
Waller, Audrey		Address on File						
Waller, Kaylee L.		Address on File						
Walles, Deborah E.		Address on File						
Wallflower Management, LLC		PO Box 29647			Dallas	TX	75229-9647	
Wallington, Alexander		Address on File						
Wallington, Matthew		Address on File						
Wallis, Saesha		Address on File						
WALLNESS PTY LTD T/A GUMMI PETS		537 High St.			Prahran	VC	3181	Australia
Walls, Alicea		Address on File						
Walmart, Inc.		702 SW 8th St			Bentonville	AR	72712	
Walsh, Johanna B.		Address on File						
Walsh, Patrick O.		Address on File						
WALTER KNIGHT III		Address on File						
Walters, Michelle P.		Address on File						
Walters, RayLynne K.		Address on File						
Walton & Company		1800 Industrial Hwy			York	PA	17402	
Walton, Dominique Y.		Address on File						
Walton, Hannah N.		Address on File						
Walton, Isaiah M.		Address on File						
Walton, Leo		Address on File						
Walton, Veronica		Address on File						
Wamba, Natalie R.		Address on File						
Wandasan, Trendel C.		Address on File						
Wang, Xiaowei		Address on File						
Wanless, Christopher W.		Address on File						
Wanta, Tricia R.		Address on File						
WARD, JACQUELINE		Address on File						
Ward, Katrica		Address on File						
Ward, Lisa D.		Address on File						
Ward, Randal T.		Address on File						
Ward, Therianna		Address on File						
Warder, Matthew P.		Address on File						
Wardlow, Marissa C.		Address on File						
Ware, Kristy		Address on File						
Warehouse Services, LLC		4611 Greer Circle Suite A			Stone Mountain	GA	30188	
Warlick, Kate		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Warneke, Kennedy		Address on File						
Warnock, Julianne		Address on File						
WARP BROS.		4647 W. Augusta Blvd			Chicago	IL	60651	
Warp Bros.		PO Box 51400			Chicago	IL	60651-0400	
Warren, ArTazia		Address on File						
Warren, Ayden J.		Address on File						
Warren, Briana		Address on File						
Warren, Hillary		Address on File						
Warren, Kelsey		Address on File						
Warren, KyMarria		Address on File						
Warren, Leigh A.		Address on File						
Warren, Michael-LeVon		Address on File						
Warren, Nicole		Address on File						
Warren, Russell		Address on File						
Warren, Sonya D.		Address on File						
Warren, Zackary N.		Address on File						
Warrior, Erica		Address on File						
Warshauer, Dina		Address on File						
Washburn, Jaret		Address on File						
Washelesky, Mary O.		Address on File						
Washington Attorney General	Attn Bankruptcy Department	1125 Washington St SE	PO Box 40100		Olympia	WA	98504-0100	
Washington County	Property Tax Payment Center	P.O.Box 3587			Portland	OR	97208-3587	
Washington County		P.O.Box 3587			Portland	OR	97208-3587	
Washington Gas		PO BOX 37747			PHILADELPHIA	PA	19101-5047	
Washington Gas		6801 Industrial Road			Springfield	VA	22151	
Washington Parish Sheriffs Office		P.O. Drawer 508			Franklinton	LA	70438	
Washington Retail Association		P.O. Box 2227			Olympia	WA	98507-2227	
Washington State Department of Revenue		P.O. Box 34051			Seattle	WA	98124-1051	
Washington State Treasurer	Department of Licensing	P.O. Box 9048			Olympia	WA	98507-9048	
Washington State Treasurer		P.O. Box 9048			Olympia	WA	98507-9048	
Washington, Aniyah S.		Address on File						
Washington, Brian		Address on File						
Washington, Charity F.		Address on File						
Washington, Desmond		Address on File						
Washington, James		Address on File						
Washington, Keynell		Address on File						
Washington, MarShay S.		Address on File						
Washington, Rea		Address on File						
Washington, Shauna M.		Address on File						
Washington, Tristan L.		Address on File						
Washington, Wendell A.		Address on File						
Wasson, Gina		Address on File						
WASTE NOT PAPER		125 S Clark St	Floor 15		Chicago	IL	60603	
WASTE NOT PAPER		7801 Industrial Drive			Forest Park	IL	60130	
WaterOne (Water Dist No 1 of Johnson Co)		PO Box 219432			Kansas City	MO	64121-9432	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
WaterOne (Water Dist No 1 of Johnson Co)		10747 Renner Boulevard			Lenexa	KS	66219	
Waters, James L.		Address on File						
Waters, Kobe G.		Address on File						
Waters, Shante L.		Address on File						
Watershed Technology, Inc.		360 9th Street			San Francisco	CA	94103	
Watkins, Alyssa M.		Address on File						
Watkins, John S.		Address on File						
Watkins, Malaysia		Address on File						
Watkins, Sarah E.		Address on File						
Watkins, Scymariya		Address on File						
Watkiss, Thomas		Address on File						
Watson Jr., Brandon L.		Address on File						
Watson, Becca M.		Address on File						
Watson, Breanna T.		Address on File						
Watson, Cardelia D.		Address on File						
Watson, Emily B.		Address on File						
Watson, Norma A.		Address on File						
Watson, Suzanne F.		Address on File						
Watson, Tiio-Etienne		Address on File						
Watson, Trisha		Address on File						
Watson, Vaughnesha		Address on File						
Watt, June E.		Address on File						
Watt, Kieran G.		Address on File						
Watt, Lucy S.		Address on File						
Watts, Brooke M.		Address on File						
Watts, Hudson		Address on File						
Watts, Joshua		Address on File						
Watts, Sonderia		Address on File						
Wave Sports + Entertainment		3003 Pennsylvania Ave			Santa Monica	CA	90404	
Wax, Rachel D.		Address on File						
Wax, Sarah V.		Address on File						
Wayman, Ashlyn		Address on File						
WBM Inc.		110 Carpenter Avenue			Wheeling	IL	60090	
We Are Talker		1111 Sixth Ave, 300			San Diego	CA	92101	
WE Energies/Wisconsin Electric/Gas		231 W. Michigan St.			Milwaukee	WI	53203	
WE Energies/Wisconsin Electric/Gas		PO Box 6042			Carol Stream	IL	60197-6042	
WEA Southcenter LLC		2049 Century Park East			Century City	CA	90067	
Weathers, Tavon		Address on File						
Weaver Technologies LLC		PO Box 2779			Fredericksburg	TX	78624	
Weaver, Brayden T.		Address on File						
Weaver, Keonna		Address on File						
Weaver, Natalie C.		Address on File						
Web Analytics Demystified, Inc.		PO Box 589			Camas	WA	98607	
Webb, Antwan		Address on File						
Webb, Norma S.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Weber, Ali M.		Address on File						
Webne, Karen		Address on File						
Webster Parish School Board		P.O. Box 357			Minden	LA	71058-0357	
Webster, BrieAunna S.		Address on File						
Webster, Donyell		Address on File						
Webster, Tina M.		Address on File						
Webster, Toby R.		Address on File						
Webster, Tracey M.		Address on File						
Weddle, Alicia C.		Address on File						
Weecow Enterprises dba Neat Method		304 Princeton Road			Rockville Centre	NY	11570	
Weeks, Deanna		Address on File						
Weeks, Michelle		Address on File						
Weessies, Foster G.		Address on File						
Wegler, Grant D.		Address on File						
Wegman, Erinn		Address on File						
Wehrli, Justine M.		Address on File						
Weimorts, Elizabeth		Address on File						
Weingart, Andrew		Address on File						
Weinman, Travis		Address on File						
Weinshank, Robert		Address on File						
Weinstein, Susan J.		Address on File						
Weinstock, Bruce A.		Address on File						
Weisberg Lober, Erynn		Address on File						
Weispfenning, Karin		Address on File						
Weiss, Jeremy J.		Address on File						
Weitfle, Bonnie J.		Address on File						
Weitzel, Michele M.		Address on File						
Welch, Kashney		Address on File						
Welch, Michael E.		Address on File						
Well Kept Space, LLC.		1624 Queenstown Rd.			Oklahoma City	OK	73116	
Wellert, Rebecca F.		Address on File						
Well-Kept, LLC.		608 Cleermont Dr. SE			Huntsville	AL	35801	
Wells Fargo Bank N A		P. O. Box 77101 Equipment & Vendor Finance			Minneapolis	MN	55480-7101	
Wells Fargo Bank, N.A.	Breanne Archerd	600 South Fourth Street, 5th Floor			Minneapolis	MN	55415	
Wells Fargo Bank, N.A.	Frank Sands	P.O. Box 63020			San Francisco	CA	94163	
Wells Fargo Bank, N.A.		800 Walnut St			Des Moines	IA	50309	
Wells Fargo Capital Finance LLC	Maggie Townsend, Danielle Baldinelli, Nathan Keller and Elliott Mcguire	1100 Abernathy Rd Ste 1600			Altanta	GA	30328-5657	
Wells Sr., John K.		Address on File						
Wells, Hunter P.		Address on File						
Wells, Nancy M.		Address on File						
Wells, Shirene M.		Address on File						
Welly Health PBC		700 Nicollet Mall, Suite 800			Minneapolis	MN	55402	
Wendi Christine Sturgis		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Wendy Beigler		Address on File						
Wendy C Peticolas		Address on File						
Wendy Cook		Address on File						
Wendy Kaufman		Address on File						
Wentz, Chan		Address on File						
Wentz, Mattie I.		Address on File						
Wenzler, Kathleen		Address on File						
Were, Eva		Address on File						
Werner Enterprises, Inc.		14507 Frontier Road			Omaha	NE	68138	
Werner, Melissa L.		Address on File						
Werres Corporation		P.O. Box 759022			Baltimore	MD	21275	
Wertheimer, Barbara A.		Address on File						
Wertz, Faith M.		Address on File						
WESCO Receivable Corp.		501 Avenue R SW			Winterhaven	FL	33880	
Wesley, Geneen L.		Address on File						
Wessling, Riley		Address on File						
West Baton Rouge Parish		P.O. Box 86			Port Allen	LA	70767-0086	
West Carroll Parish School Board		410 Willis Street			Oak Grove	LA	71263	
West Des Moines Municipal Services		PO Box 402002			Des Moines	IA	50940-2002	
West Des Moines Municipal Services		1505 Railroad Ave			West Des Moines	IA	50265	
West Emory, LLC		3505 Hennepin Avenue S			Minneapolis	MN	55408	
West Feliciana Parish		PO Box 1910			St Francisville	LA	70775	
West Monroe Partners, LLC		311 W Monroe St 14th Floor			Chicago	IL	60606	
West View Water Authority		PO Box 6295			Hermitage	PA	16148-0923	
West View Water Authority		210 Perry Highway			Pittsburgh	PA	15229	
West Virginia Attorney General	Attn Bankruptcy Department	State Capitol Bldg 1 Rm E-26	1900 Kanawha Blvd., East		Charleston	WV	25305	
West Virginia Office of the State Treasurer	Unclaimed Property Division	State Capitol Room E-145	1900 Kanawha Boulevard, East		Charleston	WV	25305	
West Virginia State Tax Department		P.O. Box 1826			Charleston	WV	25327-1826	
WEST WINDSOR PLAZA ASSOCIATES LLC		820 Morris Turnpike			Short Hills	NJ	07078	
WEST WINDSOR PLAZA ASSOCIATES, LLC	Director of Leasing	820 Morris Turnpike, Suite 301			Short Hills	NJ	07078	
West Windsor Township	Attn Jay Piro	390 Veterans Blvd.			Carlstadt	NJ	07072	
West, Chad R.		Address on File						
West, Jason L.		Address on File						
West, Sabrina N.		Address on File						
Westbrook, Brent A.		Address on File						
Westbrook, Marissa		Address on File						
Westbrooks- Stevensons, Raelind		Address on File						
Westchester Co. Dept of Consumer Protection		148 Martine Avenue, Room 407			White Plains	NY	10601-3311	
Weste, Jahsi		Address on File						
Westenhaver, Hildegard J.		Address on File						
Westergard, Brandon E.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Westerman, Jai		Address on File						
Westfall, Vanessa		Address on File						
Westfield LLC	Attn Legal Department	2049 Century Park East, 41st Floor			Los Angeles	CA	90067	
Westfield Property Management LLC		2049 Century Park East	Floor 41		Los Angeles	CA	90067	
Westin, Debra		Address on File						
Westover, Brycelyn		Address on File						
WESTROADS MALL, L.L.C.	Attn General Manager	10000 California Street, Suite 1221			Omaha	NE	68114	
Westroads Mall, L.L.C.	Attn Law/Lease Administration	c/o General Growth Properties, Inc.	110 North Wacker Drive		Chicago	IL	60606	
Westroads Oaks, Inc.		P.O. Box 860447			Minneapolis	MN	55486	
Wetherby, Lauren D.		Address on File						
Wetzel, Katarina K.		Address on File						
Wex Health, Inc.		PO Box 9528			Fargo	ND	58106-9528	
WEX Health, Inc.		4321 20th Avenue S			Fargo	ND	58103	
WGSN		232 West 44th Street	7th Floor		New York	NY	10036	
WHAT DO YOU MEME, LLC		233 spring St, 5th Floor West			New York	NY	10013	
Whatley, Iliyasha		Address on File						
Wheeler, Anita M.		Address on File						
Wheeler, Daniel		Address on File						
Wheeler, Laura		Address on File						
Wheelhouse, Ashley E.		Address on File						
Whelchel, Jennifer		Address on File						
Whetstone, Chad		Address on File						
Whirlpool Corporation		2000 N M-63			Benton Harbor	MI	49022	
Whitaker, DaMarcus		Address on File						
Whitaker, Perri		Address on File						
White III, William		Address on File						
White, Alayna G.		Address on File						
White, Brandon		Address on File						
White, Christina		Address on File						
White, Christopher F.		Address on File						
White, Danielle Q.		Address on File						
White, David		Address on File						
White, Destinee		Address on File						
White, Donny L.		Address on File						
White, Elizabeth R.		Address on File						
White, Eric		Address on File						
White, Evelyn M.		Address on File						
White, Jenna J.		Address on File						
White, Jess		Address on File						
White, Jocelyn		Address on File						
White, John D.		Address on File						
White, Joshua R.		Address on File						
White, Kari		Address on File						
White, Keon L.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
White, Maurice A.		Address on File						
White, Nathaniel L.		Address on File						
White, Olivia G.		Address on File						
White, Opal M.		Address on File						
White, Ryan C.		Address on File						
White, Shannon A.		Address on File						
Whitefield, Danielle		Address on File						
Whiteford, Shannon		Address on File						
Whitehead, Dustan		Address on File						
Whitehead, Elaine I.		Address on File						
Whiteside, Megan		Address on File						
Whiteside, Shuquandra M.		Address on File						
Whiting Jr., Jeffrey H.		Address on File						
Whiting-Turner Contracting Co		300 E Joppa Road			Baltimore	MD	21286	
Whitman, Grace		Address on File						
Whitmer, Kristin		Address on File						
WHITMOR, INC.		8680 Swinnea Road, Ste 103			Southaven	MS	38671	
Whitmor, Inc.		P.O. Box 1000/Dept. 109			Memphis	TN	38148	
WHITNEY DARWIN		Address on File						
Whitney Elliott		Address on File						
Whitney, Jon		Address on File						
Whittington, Shawn G.		Address on File						
WHOLESOME SOLUTIONS LLC		2424 S IH 35			Austin	TX	78704	
WHOOSH INC		38 Greensboro Drive			Etobicoke	ON	M9W 1E1	Canada
WHOOSH! Inc.		185 Bridgeland Avenue	Unit 111		Toronto	ON	M6A 1Y7	Canada
Wicks, Lisa A.		Address on File						
Widman, Kate		Address on File						
Wiebke, Kendra L.		Address on File						
Wiederin, Katie		Address on File						
Wiegel, Cassandra		Address on File						
Wies, Gabriel		Address on File						
Wiggins, Nicholas		Address on File						
Wildberger, Jennifer		Address on File						
Wilder, Aaron L.		Address on File						
Wilder, Lydia B.		Address on File						
Wilder, Taylor		Address on File						
Wiley, Melinda		Address on File						
Wiley, Thomas		Address on File						
Wilf Law Firm, LLP	Attn Legal Notice West Windsor - Container Store	820 Morris Turnpike, Suite 100			Short Hills	NJ	07078	
Wilfred, Kelvin		Address on File						
Wilhelm, Thomas B.		Address on File						
Wilkes, Brian C.		Address on File						
Wilkes, Jameisha		Address on File						
Wilkes, Rachel E.		Address on File						
Wilkinson Sr., Keith		Address on File						
Wilkinson, Joe		Address on File						
Will Pergakes		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Willems, Danielle M.		Address on File						
WILLERT HOME PRODUCTS		4044 Park Ave			St. Louis	MO	63110	
Willert Home Products		P.O Box 790051			St.Louis	MO	63179-0051	
Willet, Amanda N.		Address on File						
Willetts, Malcolm		Address on File						
William Perkins		Address on File						
William Scotsman Inc dba Willscot Mobile Mini	Attn Cash Department	PO Box 7144			Pasadena	CA	91109-7144	
WILLIAM T HAMLLEN JR		Address on File						
William Yeung		Address on File						
Williams III, Calvin		Address on File						
Williams Jr., Andrew M.		Address on File						
Williams Jr., Prence P.		Address on File						
Williams Jr., vincent D.		Address on File						
Williams, Alicia D.		Address on File						
Williams, Althea		Address on File						
Williams, Amirah		Address on File						
Williams, Angela S.		Address on File						
Williams, Aubyn G.		Address on File						
Williams, Ayana D.		Address on File						
Williams, Bielka F.		Address on File						
Williams, Brandi		Address on File						
Williams, Breck		Address on File						
Williams, Bria		Address on File						
Williams, Brian E.		Address on File						
Williams, Byron		Address on File						
Williams, Colleen M.		Address on File						
Williams, Corbin A.		Address on File						
Williams, Courtney		Address on File						
Williams, Dakota		Address on File						
Williams, Demerius		Address on File						
Williams, Deonne M.		Address on File						
Williams, Devin		Address on File						
Williams, Diann		Address on File						
Williams, Donald L.		Address on File						
Williams, Dyshaun		Address on File						
Williams, Ebony		Address on File						
Williams, Elisabeth G.		Address on File						
Williams, Fernieck M.		Address on File						
Williams, Gerald D.		Address on File						
Williams, Ian J.		Address on File						
Williams, Ivana N.		Address on File						
Williams, Janice		Address on File						
Williams, Jasmine		Address on File						
Williams, Jaydan		Address on File						
Williams, Kelvin		Address on File						
Williams, Kimani M.		Address on File						
Williams, LaVerne C.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Williams, Letitia		Address on File						
Williams, Maria M.		Address on File						
Williams, Mikevia		Address on File						
Williams, Monique R.		Address on File						
Williams, Naiyah		Address on File						
Williams, Natasha		Address on File						
Williams, Nicholas A.		Address on File						
Williams, Pamela		Address on File						
Williams, Patricia A.		Address on File						
Williams, Rachae L.		Address on File						
Williams, Ruth		Address on File						
Williams, Sedric		Address on File						
Williams, Shayla		Address on File						
Williams, Sonya		Address on File						
Williams, Stephen		Address on File						
Williams, Tara N.		Address on File						
Williams, Trinity M.		Address on File						
Williams, Wendy M.		Address on File						
Williamson, Andrew		Address on File						
Williamson, Jennifer		Address on File						
Williamson, Richard P.		Address on File						
Williford, Alaina C.		Address on File						
Williky, Hayley B.		Address on File						
Willingham, Jack		Address on File						
Willingham, Jocelyn		Address on File						
Willis, Felisha		Address on File						
Willis, Jasmyn		Address on File						
Willison, Daniel A.		Address on File						
Willms, Jeanna K.		Address on File						
Wills, Candice		Address on File						
Wills, Dayne A.		Address on File						
Wills, Hunter K.		Address on File						
Wills, Samantha K.		Address on File						
Willsey, Debra L.		Address on File						
Willwerth, David W.		Address on File						
Wilmesmeier, Bonnie		Address on File						
Wilson I, Devin L.		Address on File						
Wilson III, Leon P.		Address on File						
Wilson, Alexandria M.		Address on File						
Wilson, Alishia M.		Address on File						
Wilson, Andrew C.		Address on File						
Wilson, Ashira G.		Address on File						
Wilson, Benjamin D.		Address on File						
Wilson, Charles H.		Address on File						
Wilson, Courtney		Address on File						
Wilson, Emeri		Address on File						
Wilson, Emilie		Address on File						
Wilson, Erriol D.		Address on File						

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Wilson, Heidi		Address on File						
Wilson, Jack A.		Address on File						
Wilson, Jaiden		Address on File						
Wilson, John		Address on File						
Wilson, Kevin		Address on File						
Wilson, Melissa		Address on File						
Wilson, Melissa A.		Address on File						
Wilson, Olivia		Address on File						
Wilson, Serena		Address on File						
Wilson, Shadiya		Address on File						
Wilson, Tykel		Address on File						
Wilt, Alexandra L.		Address on File						
Wiltshire, Richard A.		Address on File						
Wiltshire, Zelika		Address on File						
Wimbs, Charles M.		Address on File						
Wimer, Emily		Address on File						
Winchell, Kathleen R.		Address on File						
WINE ENTHUSIAST INC.		200 Summit Lake Drive			Valhalla	NY	10595	
Wine Wash Co. LLC		135 Benjis Place			The Woodlands	TX	77380	
Winer, Ann W.		Address on File						
Winkey, Eric		Address on File						
Winkle, John M.		Address on File						
Winn Parish School Board Sales & Use Tax		P.O. Box 430			Winnfield	LA	71483-0430	
Winn, Haley		Address on File						
Winn, Richard		Address on File						
Winning Solutions, Inc. DBA WS Game Company		66 Summer Street			Manchester	MA	01944	
Winona Yu		Address on File						
Winstead PC		2728 N. Harwood St	500 Winstead Bldg		Dallas	TX	75201	
Winston Water Cooler, Ltd		PO Box 734472			Dallas	TX	75373-4472	
Winston, Maurice G.		Address on File						
Winter, Emily F.		Address on File						
Winter, Ian		Address on File						
Winter, Kelly S.		Address on File						
Wintermute, Linda E.		Address on File						
Winters, Lolita Y.		Address on File						
Wintle, Darren S.		Address on File						
Wintz, John J.		Address on File						
Winzeler, Joshua P.		Address on File						
Wirick, Dylan A.		Address on File						
Wisconsin Attorney General	Attn Bankruptcy Department	Wisconsin Dept. of Justice	114 East, State Capitol	PO Box 7857	Madison	WI	53707-7857	
Wisconsin Department of Revenue	Unclaimed Property Unit	PO Box 8982			Madison	WI	53708-8982	
Wisconsin Department of Revenue		P.O. Box 8921			Madison	WI	53708-8921	
Wisconsin Department of Revenue		P O Box 8902			Madison	WI	53708-8902	

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Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Wisconsin Dept of Financial Institutions		4822 Madison Yards Way			Madison	WI	53705	
Wisconsin Dept of Financial Institutions		201 W. Washington Ave			Madison	WI	53703	
Wise, Kyle T.		Address on File						
Wiseman, Katie		Address on File						
Wisher, William		Address on File						
Wishoet, Joshua M.		Address on File						
Wishoet, Michael E.		Address on File						
Wisniewski, Antonia		Address on File						
Wistia, Inc.		120 Brookline Street			Cambridge	MA	02139	
Witcher, Teje D.		Address on File						
Witenstein, Megan F.		Address on File						
Witt, Irina		Address on File						
Wm F Hurst Co., LLC dba CRC Inc. of Texas		2121 Southwest Blvd			Wichita	KS	67213	
Wogu, Kelechi		Address on File						
Wohlwend, Betty A.		Address on File						
Wolbrink, Laura S.		Address on File						
Wold, Scott T.		Address on File						
Wolf, Andrew W.		Address on File						
Wolf, Jennifer		Address on File						
Wolfe, Mathilda		Address on File						
Wolff, Samuel		Address on File						
Wolf-Fitzgerald, Donna M.		Address on File						
Wolfinger, Amber		Address on File						
Wolsing, Deneen R.		Address on File						
Wolter, Amber		Address on File						
Womack Brown, Darcell T.		Address on File						
Womens Business Council Southwest		5605 N. MacArthur Blvd., Ste 220			Irving	TX	75038	
Wong, Mona S.		Address on File						
Wong, Nikhil		Address on File						
Wong, Pierce A.		Address on File						
Wong, Teresa		Address on File						
Wonolo Inc		PO Box 736514			Dallas	TX	75373	
Wood Works Plus		1491 N. Kealy,	Suite 24		Lewisville	TX	75057	
Wood, Christine M.		Address on File						
Wood, Jeremy J.		Address on File						
Wood, Joshua T.		Address on File						
Wood, Laura		Address on File						
Wood, Mariah		Address on File						
Wood, Taylor		Address on File						
Wood, Toni		Address on File						
Woodard, Brooke		Address on File						
Woodard, Destanie		Address on File						
Wooden, Tony		Address on File						
Woodlands Metro Center MUD		PO Box 7829			The Woodlands	TX	77387-7829	

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Woodrow, Dylan R.		Address on File						
Woodruff Sawyer & Co		PO Box 45057			San Francisco	CA	94145-9950	
Woodruff Sawyer & Co., Inc		2 Park Plaza Suite 500			Irvine	CA	92614	
Woods, Kellie A.		Address on File						
Woods, Maryruth N.		Address on File						
Woods, Norman A.		Address on File						
Woodson Jr., Lemuel W.		Address on File						
Woodson, Cayce		Address on File						
Woody, Megan G.		Address on File						
Wooldrige, LaToya M.		Address on File						
Wooley, Martranae M.		Address on File						
Woolridge, Jordan		Address on File						
Woolridge, Travis		Address on File						
Woolsey, Laura E.		Address on File						
Woolwine, Nicolas		Address on File						
WOOLZIES HOME ESSENTIALS INC.		25 Elish parkway			Spring Valley	NY	10977	
Woolzies Home Essentials, Inc.		PO. Box 802			Monsey	NY	10952	
Worcester, Sara G.		Address on File						
Work4 Labs, Inc		2299 Market Street			San Francisco	CA	94114	
Workday, Inc.		6110 Stoneridge Mall Rd			Pleasanton	CA	94588	
Workfront, Inc		345 Park Avenue			San Jose	CA	95110	
Workiva Inc.		2900 University Blvd			Ames	IA	50010	
Workman, Stacy E.		Address on File						
World Wide Technology, LLC		1 World Wide Way			St Louis	MO	63146	
WorldPay, LLC		8500 Governors Hill Drive			Symmes Township	OH	45249	
Worrall, Abigail H.		Address on File						
Worthy, Barbara A.		Address on File						
Wozniak, Charles		Address on File						
Wrangle, an Ascensus Company		PO Box 22021			New York	NY	10087	
Wrap Buddies LLC		70 Main St	Suite 23		Warrenton	VA	20186	
Wren, Katelynne L.		Address on File						
Wright III, Peter B.		Address on File						
Wright Jr., Mark S.		Address on File						
Wright, Aaron D.		Address on File						
Wright, Adriene C.		Address on File						
Wright, Alexandra M.		Address on File						
Wright, Ava N.		Address on File						
Wright, Blake E.		Address on File						
Wright, Brijae A.		Address on File						
Wright, Chelsi S.		Address on File						
Wright, Deena M.		Address on File						
Wright, Emerson R.		Address on File						
Wright, Jennifer J.		Address on File						
Wright, Kayla M.		Address on File						
Wright, Kimberlee B.		Address on File						
Wright, Kweli I.		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Wright, Lashame		Address on File						
Wright, Lindsay M.		Address on File						
Wright, Lisa		Address on File						
Wright, Maureen A.		Address on File						
Wright, Paul D.		Address on File						
Wright, Teresa		Address on File						
Wright, William A.		Address on File						
Wunderkind Corporation		1 World Trade Center Floor 74			New York	NY	10007	
Wurpts, Alexandra K.		Address on File						
Wursta Jr., Stephen		Address on File						
Wurth Baer Supply Company		909 Forest Edge Drive			Vernon Hills	IL	60061-3149	
WUSTHOF USA, INC		14 Progress Dr, ste 150	4th Floor		Shelton	CT	06484	
Wusthof-Trident of America, Inc.		333 Wilson Avenue	Fourth Floor		Norwalk	CT	06854	
Wyatt, Ariel		Address on File						
Wyatt, Courtney R.		Address on File						
Wynder, Jessica		Address on File						
Wynn, Erika D.		Address on File						
Wynne, Matthew D.		Address on File						
Wyoming Attorney General	Attn Bankruptcy Department	109 State Capitol			Cheyenne	WY	82002	
Wyoming Department of Revenue		122 W 25th Street 2W			Cheyenne	WY	82002	
Wyoming Treasurers Office	Wyoming Unclaimed Property	Herschler Building East	122 West 25th St., Suite E300		Cheyenne	WY	82002	
Wysokowski, Joseph		Address on File						
Xanos, Rhiannon		Address on File						
Xayaseng, Cassie V.		Address on File						
Xcel Energy		414 Nicollet Mall			Minneapolis	MN	55401	
Xcel Energy		PO Box 660553			Dallas	TX	75266-0553	
Xerox Business Solutions Southwest		8200 W Interstate 10	Suite 400		San Antonio	TX	78230	
Xin Liu		Address on File						
Xiong, Karina		Address on File						
XL Insurance America, Inc.	Attn Kyle Marti	14643 Dallas Parkway, Suite 770			Dallas	TX	75254	
XPO Global Forwarding, Inc.		27839 Network Place			Chicago	IL	60673	
XPO Logistics, LLC		XPO Logistics - Brokerage	27724 Network Place		Chicago	IL	60673	
XTP Venture, LLC		5757 Wilshire Blvd, PH30			Los Angeles	CA	90036	
XTP Ventures LLC		5757 Wilshire Blvd.	PH30		Los Angeles	CA	90036	
Xylotech Systems Inc. DBA Ghost Golf Club		14 Rancho Cir			Lake Forest	CA	92630	
Yae, Julius F.		Address on File						
Yagoda, Jennifer B.		Address on File						
Yake, Samantha		Address on File						
Yamashita, Elizabeth		Address on File						
Yamazaki USA Inc.		5360 Capital Ct. #100			Reno	NV	89502	
Yamazaki USA Inc.		67 West St. STE418			Brooklyn	NY	11222	
Yancy, Krsterpher		Address on File						
Yanez, Rogelio		Address on File						
Yang, John		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Yarian, Katelyn		Address on File						
Yassine, Alaa		Address on File						
Yeager, Jack		Address on File						
Yeager, Jennifer		Address on File						
Yelman, Nicole C.		Address on File						
Yerena, Mayra		Address on File						
Yescas-Madrid, Mariah		Address on File						
Yessi Chaffo		Address on File						
Yext, Inc.		1 Madison Avenue	5th Floor		New York	NY	10010	
Yoder, Alana J.		Address on File						
YOHO ARTS AND CRAFTS		Room 409, Tianshengyuan Bldg	No. 21 Donghaixi Road		Quingdao		266071	China
Yonatan, Natay		Address on File						
Yoo, Jaemin		Address on File						
Yoon, Summer A.		Address on File						
York (Asia) Limited		5/F Guanghua Group Building	Terra 8th Road, Futian		Shenzhen		518040	China
York, Kyle A.		Address on File						
York, Thomas		Address on File						
YOSHIKAWAKUNI PLASTICS IND LTD		TA L814 1 Kamori			Katsuragi City, Nara		639-0271	Japan
YOSHIKAWAKUNI PLASTICS INDUSTRIES LTD.		646-2 Kamori			Katsuragi		639-0271	Japan
YOSHIKAWAKUNI PLASTICS INDUSTRIES LTD.		Pohjoisranta 2E 1			Helsinki		00170	Finland
Yost, Hailey		Address on File						
Yottaa, Inc.		PO Box 392780			Pittsburgh	PA	15251	
YOU TEC LIMITED		Thumbs up Unit L, Braintree industrial estate, Braintree roa			South Ruislip, Middlesex		HA40EJ	United Kingdom
YOUCOPIA PRODUCTS INC.		4410 N Ravenswood	Ste 102		Chicago	IL	60640	
Younes, Pamela		Address on File						
YOUNG + WILD & FRIEDMAN		1811 W Sam Houston Pkwy N			Houston	TX	77043	
Young Jr., Kenneth T.		Address on File						
Young, Brian R.		Address on File						
Young, Brittany K.		Address on File						
Young, Chanel		Address on File						
Young, Kathryn J.		Address on File						
Young, Kristen		Address on File						
Young, Leslie R.		Address on File						
Young, Maria		Address on File						
Young, Nadia		Address on File						
Young, Sarah S.		Address on File						
Young, Sullivan P.		Address on File						
Young, Whitney		Address on File						
Young, Wild, and Friedman, LLC		1811 W Sam Houston Parkway North			Houston	TX	77743	
Young, William C.		Address on File						
Young-Gamble, Shontay		Address on File						
Younkins, Raymond B.		Address on File						

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Youzey Retail, LLC		220 Perry Parkway, STE 3			Gaithersburg	MD	20877	
Yu, Benjamin P.		Address on File						
Yusen Logistics (Americas) Inc.		300 Lighting Way 5th Floor			Secaucus	NJ	07094	
YVONNE ALVARADO		Address on File						
YVONNE GARZA		Address on File						
Zabala, Jose W.		Address on File						
Zachary Shumway		Address on File						
Zadorozny, Kelly		Address on File						
Zadro, Inc.		14462 Astronautics Lane			Huntington Beach	CA	92647	
Zadroga, Jordan		Address on File						
Zafferano America LLC		301 Penhorn Ave	Suite 5		Secaucus	NJ	07094	
Zambardino, Sabrina L.		Address on File						
Zambrana, Felipe S.		Address on File						
Zambrana, Laura		Address on File						
Zamora, Nicole		Address on File						
Zamudio, Daniel		Address on File						
Zanardelli, Danielle A.		Address on File						
Zander, Tracy L.		Address on File						
Zanhour, Rana		Address on File						
Zaragoza, Sandra		Address on File						
Zaragoza, Sonia		Address on File						
Zarate Sr., Miguel		Address on File						
Zaro, Priscilla L.		Address on File						
Zarraga, John		Address on File						
Zaunick, Grant E.		Address on File						
Zavaleta-Sanchez, Alpha		Address on File						
Zbiegiel, Rosa R.		Address on File						
Zeff, Warren R.		Address on File						
Zegeye, Brook		Address on File						
Zeidlik, Jack S.		Address on File						
Zeigler, Lorrie B.		Address on File						
Zeigler, Skylar		Address on File						
Zelayandia, Rocky		Address on File						
Zeldenthuis, JoAnn		Address on File						
Zelege, Seble S.		Address on File						
Zellous, Alecia		Address on File						
Zempoalteca Martinez, Dalia E.		Address on File						
Zen Andrushkiv		Address on File						
Zentz, Wilma V.		Address on File						
Zepeda, Mark A.		Address on File						
Zepeda, Victor N.		Address on File						
Zero Odor Company, LLC		600 Abbey Court			Alpharetta	GA	30004	
ZERO ODOR COMPANY, LLC.		5790 Shiloh Road Ste 200			Alpharetta	GA	30005	
Zero Technologies, LLC DBA ZeroWater		7 Neshaminy Interplex, Suite 116			Trevoise	PA	19053	
ZEROWATER/CULLIGAN		9399 West Higgins Road, Suite 1100			Rosemont	IL	60018	

Exhibit G

Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Zhan, Arden		Address on File						
Zhao, Yankun		Address on File						
ZHO INNOVATION		Centrumbaan 1060	Moordrecht		Zuidholland		2841 MH	Netherlands
ZHO Innovation		Wire Hoevelakenseweg 115	3784 WH Terschuur					Netherlands
Zichawo, Stabbison S.		Address on File						
Ziegler, Braden		Address on File						
Zielke, Aaron		Address on File						
ZIM Integrated Shipping Services Ltd.		5801 LAKE WRIGHT DRIVE			NORFOLK	VA	23502	
Zimmer, Mallarie N.		Address on File						
Zimmer, Ronald		Address on File						
Zimmerman, Patricia J.		Address on File						
Zinni, Nadia M.		Address on File						
Zip Top, Inc.		12400 W Hwy 71	Suite 350-304		Austin	TX	78738	
ZIP TOP, LLC		12400 W Hwy 71, STE 350-304			Austin	TX	78738	
Ziparo, Maureen A.		Address on File						
Zmags Corp		321 Summer St	3rd Floor		Boston	MA	02210	
Zmudzien, Allysa		Address on File						
Zodax, L.P.		14040 Arminta Street			Panorama City	CA	91402	
Zogaib, Richard A.		Address on File						
ZOKU, LLC		720 Monroe St			Hoboken	NJ	07030	
Zoku, LLC		720 Monroe Street	Suite C308		Hoboken	NJ	07030	
ZOKU, LLC		2100 N STEMMONS FRWY	SUITE 2501		DALLAS	TX	75207	
Zoom		55 Almaden Blvd 6th Fl			San Jose	CA	95113	
Zorbitz, Inc.		5948 Lindenhurst Ave			Los Angeles	CA	90036	
Zound Industries USA		230 W 39th Street Suite 1101			New York	NY	10018	
Zubroski, James M.		Address on File						
Zuckerbrow, Kristen		Address on File						
Zukoski, Daniel L.		Address on File						
Zukoski, Jordan L.		Address on File						
ZUKOWITZ, GERARD A.		Address on File						
Zuniga, Jesus		Address on File						
Zuniga, Patrick		Address on File						
Zuri McDaniels		Address on File						
ZWILLING		270 Marble Ave			Pleasantville	NY	10570	
Zwilling J.A. Henckels, LLC		270 Marble Avenue			Pleasantville	NY	10570	
ZYLAB DCS USA LLC		7918 Jones Branch Drive, Suite 230			McLean	VA	22102	

Exhibit H

Exhibit H

**Additional Creditor Matrix Service List
Served via First Class Mail**

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
CEDE & CO (FAST ACCOUNT)		Address on File				
JPMorgan Chase Bank, N.A.	David Antoine	10 S Dearborn St.	Floor 09	Chicago	IL	60603-5506
JPMorgan Chase Bank, N.A.	Loan and Agency Servicing	131 S Dearborn St.	Floor 04	Chicago	IL	60603-5506

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

----- x
In re: : Chapter 11
: :
: Case No. 24-90627 (ARP)
THE CONTAINER STORE GROUP, INC., et al., :
: :
Debtors.¹ : (Jointly Administered)
: :
----- :x

AFFIDAVIT OF PUBLICATION OF THE NOTICE OF (I) COMMENCEMENT OF CHAPTER 11 CASES, (II) COMBINED HEARING ON DISCLOSURE STATEMENT, PREPACKAGED JOINT CHAPTER 11 PLAN, AND RELATED MATTERS, AND (III) OBJECTION DEADLINES IN THE NEW YORK TIMES AND THE WASHINGTON POST

This Affidavit of Publication includes the sworn statements verifying that the Notice of (I) Commencement of Chapter 11 Cases, (II) Combined Hearing on Disclosure Statement, Prepackaged Joint Chapter 11 Plan, and Related Matters, and (III) Objection Deadlines was Published and Incorporated by reference herein as follows:

1. In *The New York Times* on December 27, 2024, attached hereto as **Exhibit A**.
2. In *USA Today* on December 27, 2024, attached hereto as **Exhibit B**.

¹ The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

Exhibit A



The New York Times Company

620 8th Avenue
New York, NY 10018
nytimes.com

PROOF OF PUBLICATION

December 27, 2024

Sworn to me this 27th day
of December, 2024

Deborah Beshaw-Farrell
Notary Public, State of New York
No. 01BE5076617
Qualified in Kings County
Certificate on file in New York County
Commission Expires April 21, 2027

I, Larnyce Tabron, in my capacity as a Principal Clerk of the Publisher of The New York Times, a daily newspaper of general circulation printed and published in the City, County, and State of New York, hereby certify that the advertisement annexed hereto was published in the editions of The New York Times on the following date or dates, to wit on.

12/27/2024, NY/NATL, pg B3

Larnyce Tabron

IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION
In re: THE CONTAINER STORE GROUP, INC., et al., Chapter 11
GROUP, INC., et al., Case No. 24-90627 (ARP)
Debtors, (Jointly Administered)

NOTICE OF (I) COMMENCEMENT OF CHAPTER 11 CASES, (II) COMBINED HEARING ON DISCLOSURE STATEMENT, PREPACKAGED JOINT CHAPTER 11 PLAN, AND RELATED MATTERS, AND (III) OBJECTION DEADLINES

PLEASE TAKE NOTICE THAT The Container Store Group, Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the "Debtors"), each commenced a case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") on December 22, 2024 (the "Petition Date").

PLEASE TAKE FURTHER NOTICE THAT before the Petition Date, on December 21, 2024, the Debtors commenced solicitation on the Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code (as may be amended, modified, or supplemented from time to time, the "Plan") attached as Exhibit A to the proposed Disclosure Statement for Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code (as may be amended, modified, or supplemented from time to time, the "Disclosure Statement") pursuant to sections 1125 and 1126(b) of the Bankruptcy Code. Copies of the Plan and the Disclosure Statement may be obtained free of charge by visiting the solicitation website maintained by the Debtors' solicitation agent, Kurtzman Carson Consultants, LLC d/b/a Vista Global (the "Solicitation Agent"), at www.vestiglobal.net/thecontainerstore. Copies of the Plan and Disclosure Statement may also be obtained by calling the Solicitation Agent at (888) 251-3046 (U.S./Canada, toll-free) or (310) 751-2615 (International, toll), or by messaging the Solicitation Agent at www.vestiglobal.net/thecontainerstore/ inquiry.

PLEASE TAKE FURTHER NOTICE THAT the Bankruptcy Court has scheduled a combined hearing to consider the adequacy of the Disclosure Statement and any objections thereto and to consider confirmation of the Plan and any objections thereto to be held before the Bankruptcy Court, Courtroom 400, 4th floor, 515 Rusk Street, Houston, Texas 77002, on **January 24, 2025 at 1:00 p.m., prevailing Central Time** (the "Combined Hearing"). The Combined Hearing may be adjourned from time to time without further notice other than by filing a notice on the Bankruptcy Court's docket indicating such adjournment and/or announcement of the adjournment date or dates at the Combined Hearing. The adjourned dates will be available on the electronic case filing docket and the Solicitation Agent's website: www.vestiglobal.net/thecontainerstore. The time and location of the Combined Hearing may also be obtained by contacting the proposed counsel to the Debtors.

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN
PLEASE TAKE FURTHER NOTICE THAT the Bankruptcy Court has set the deadline for filing objections to the adequacy of the Disclosure Statement or confirmation of the Plan as **January 21, 2025 at 4:00 p.m. (prevailing Central Time)** (the "Objection Deadline"). Any objections to the Disclosure Statement and/or the Plan must be: (a) in writing, (b) filed with the Clerk of the Bankruptcy Court together with proof of service

thereof, (c) set forth the name of the objecting party, and the nature and amount of any claim or interest asserted by the objecting party against the Debtors' estates or property of the Debtors; (d) state the legal and factual basis for such objection; and (e) conform to the applicable Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of Texas (the "Local Rules"). In addition to being filed with the Clerk of the Bankruptcy Court, any such objections should be served upon the following parties in accordance with the Local Rules: (i) Debtors: The Container Store Group, Inc., 500 Freeport Parkway, Coppell, TX 75019, Attn: Tasha Grinnell, Email: tgrinnell@containerstore.com; (ii) Office of the U.S. Trustee: Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, TX 77002, Attn: Ha Nguyen and Vianey Garza, Email: Ha.Nguyen@sudotj.gov, Vianey.Garza@sudotj.gov; (iii) Proposed Co-Counsel to the Debtors: Latham & Watkins LLP, 355 South Grand Avenue, Suite 100, Los Angeles, CA 90071, Attn: Ted A. Dillman, Email: ted.dillman@lw.com -and- Latham & Watkins LLP, 1271 Avenue of the Americas, New York, NY 10020, Attn: Hugh Murrtaugh, Email: hugh.murrtaugh@lw.com; (iv) Proposed Co-Counsel to the Debtors: Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, TX 77002, Attn: Timothy A. Davidson, Ashley L. Harper, Philip M. Guffy, Email: taddavidson@hunkonAK.com, ashleyharper@hunkonAK.com, pguffy@hunkonAK.com; (v) Counsel to the DIP Agent: Riemer & Braunstein LLP, Times Square Tower, Seven Times Square, Suite 2506, New York, NY 10036, Attn: Donald E. Rothman and Steven E. Fox, Email: dethman@riemerd.com, sfox@riemerd.com; (vi) Co-Counsel to the DIP Agent: Frost Brown Todd LLP, Rosewood Court, 2101 Cedar Springs Road, Suite 900, Dallas, TX 75201, Attn: Rebecca L. Matthews, Email: rmatthews@fbtlaw.com; (vii) Counsel to the Ad Hoc Group: Paul Hastings LLP, 200 Park Avenue, New York, NY 10166, Attn: Jaymie Goldstein, Charles Persons, Isaac Sassoon and William Reilly, Email: williamreilly@paulhastings.com, jaymegoldstein@paulhastings.com, charlespersons@paulhastings.com, isaacsassoon@paulhastings.com; (viii) Counsel to the ABL Facility Agent: Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, NY 10017, Attn: Ian Kitts, Email: ian.kitts@stblaw.com; and (ix) Counsel to the DIP Term Loan Agent: Paul Hastings LLP, 200 Park Avenue, New York, NY 10166, Attn: Alex Cota and Liz Louman, Email: alexcota@paulhastings.com, lizlouman@paulhastings.com.

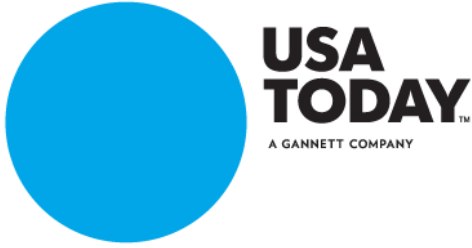
UNLESS AN OBJECTION IS TIMELY FILED AND SERVED IN ACCORDANCE WITH THIS NOTICE IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AT THE COMBINED HEARING.

ARTICLE IX OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE IX.C CONTAINS A THIRD-PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

The Debtors in these cases, together with the last four digits of each Debtor's taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors' mailing address is 500 Freeport Parkway, Coppell, TX 75019.

Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan.

Exhibit B



VERIFICATION OF PUBLICATION

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX

Being duly sworn, Teri Nawara says that she is the principal clerk of USA TODAY, and is duly authorized by USA TODAY to make this affidavit, and is fully acquainted with the facts stated herein: on **Friday, December 27, 2024**, the following legal advertisement – **The Container Store Group, Inc.** was published in the national edition of **USA TODAY**.

Teri Nawara

Principal Clerk of USA TODAY
December 27, 2024

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

----- X
 :
 In re: : Chapter 11
 :
 THE CONTAINER STORE GROUP, INC., *et al.*, : Case No. 24-90627 (ARP)
 :
 Debtors. ¹ : (Jointly Administered)
 :
 ----- X

NOTICE OF FILING OF PLAN SUPPLEMENT TO THE PREPACKAGED JOINT PLAN OF REORGANIZATION OF THE CONTAINER STORE GROUP, INC. AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

Pursuant to the *Order (I) Scheduling Combined Hearing to Consider (A) Final Approval of Disclosure Statement, (B) Approval of Solicitation Procedures and Form of Ballot, and (C) Confirmation of Plan; (II) Establishing an Objection Deadline to Object to Disclosure Statement and Plan; (III) Approving the Form and Manner of Notice of Combined Hearing, Objection Deadline, and Notice of Commencement; (IV) Approving Notice and Objection Procedures for the Assumption or Rejection of Executory Contracts and Unexpired Leases; (V) Conditionally Waiving Requirement of Filing Schedules of Assets and Liabilities, Statements of Financial Affairs, and 2015.3 Reports; (VI) Conditionally Waiving Requirement to Convene the Section 341 Meeting of Creditors; (VII) Conditionally Approving the Disclosure Statement; and (VIII) Granting Related Relief* [Docket No. 81] (the “**Solicitation Order**”), in connection with the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 19] (as may be amended, supplemented, or modified from time to time, the “**Plan**”),² the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) hereby file this Plan Supplement, which contains drafts of the following documents (which remain subject to ongoing negotiations among the Debtors and interested parties in accordance with the Plan and Transaction Support Agreement), each as may be modified, amended, or supplemented from time to time:

Exhibit	Plan Supplement Document
A	Restructuring Steps Memorandum
B	New Organizational Documents

¹ The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

² Capitalized terms used but not otherwise defined herein shall have their meanings given to them in the Plan.

Exhibit	Plan Supplement Document
B-1	Second Amended and Restated Bylaws of The Container Store Group, Inc.
B-2	Second Amended and Restated Certificate of Incorporation of The Container Store Group, Inc.
B-3	Amended and Restated Limited Liability Company Agreement
C	Exit Term Loan Facility Credit Agreement
D	Exit ABL Facility Credit Agreement
E	Governance Term Sheet
F	Schedule of Retained Causes of Action
G	Directors and Officers of the Reorganized Debtors
H	Rejected Executory Contract/Unexpired Lease List

The Plan Supplement shall be deemed incorporated into and part of the Plan as if set forth therein in full. The documents and designations contained in this Plan Supplement are integral to, and considered part of, the Plan. The Plan Supplement has not yet been approved by the Court. If the Plan is confirmed, the Plan Supplement will also be approved by the Court pursuant to the order confirming the Plan.

Subject to the terms and conditions of the Plan and the Transaction Support Agreement, the Debtors reserve the right to alter, modify, or supplement any document that is part of, or add any document to, the Plan Supplement. To the extent that the Debtors make any material amendment or modification to any documents that are part of the Plan Supplement (each, a “*Revised Plan Supplement Document*”) prior to the Combined Hearing, the Debtors shall file with the Court a blackline comparing the Revised Plan Supplement Document against the relevant Plan Supplement document attached hereto for the convenience of the Court and all parties in interest. None of the information contained herein or in any Revised Plan Supplement Document shall be deemed final or binding on the Debtors prior to the Effective Date of the Plan.

The Plan Supplement, the Plan, the Disclosure Statement, and related materials can be obtained free of charge at the Debtors’ public restructuring website maintained by Kurtzman Carson Consultants, LLC d/b/a Verita Global (the “*Solicitation Agent*”) at www.veritaglobal.net/thecontainerstore or by contacting the Solicitation Agent at (888) 251-3046 (U.S. / Canada, toll-free), (310) 751-2615 (International, toll), or www.veritaglobal.net/thecontainerstore/inquiry. In addition, such documents are available for inspection for a fee on the Court’s electronic case filing system at www.txs.uscourts.gov using a PACER password (to obtain a PACER password, go to the PACER website at <http://pacer.psc.uscourts.gov>).

Any objections to the adequacy of the Disclosure Statement or confirmation of the Plan must be filed on or before **January 21, 2025 at 4:00 p.m. (prevailing Central Time)**. Any objections to the Disclosure Statement or confirmation of the Plan must be: (a) in writing, (b) filed

with the Clerk of the Court together with proof of service thereof; (c) set forth the name of the objecting party, and the nature and amount of any Claim or Interest asserted by the objecting party against the Debtors' estates or property of the Debtors; (d) state the legal and factual basis for such objection; and (e) conform to the applicable Bankruptcy Rules and Bankruptcy Local Rules. Objections not timely filed and served in the manner set forth herein may not be considered by the Court and may be overruled without further notice.

A hearing to consider the adequacy of the Disclosure Statement and confirmation of the Plan (the "*Combined Hearing*") will be held on **January 24, 2025 at 1:00 p.m. (prevailing Central Time)** before the Honorable Alfredo R. Pérez, United States Bankruptcy Judge, in Courtroom No. 400 of the United States Bankruptcy Court for the Southern District of Texas, 515 Rusk, Houston, Texas 77002. In the event of a timely filed objection that is not settled by the parties, the Court shall hear such objection at the Confirmation Hearing. The Confirmation Hearing may be continued from time to time by the Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court and served on other parties entitled to notice.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN, OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, PLEASE CONTACT THE SOLICITATION AGENT AT THE NUMBER OR EMAIL ADDRESS SPECIFIED ABOVE. PLEASE NOTE THAT THE SOLICITATION AGENT CANNOT PROVIDE LEGAL ADVICE.

Dated: January 14, 2025
Houston, Texas

Respectfully submitted,

/s/ Timothy A. ("Tad") Davidson II

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*Proposed Co-Counsel for the Debtors and
Debtors in Possession*

Certificate of Service

I certify that on January 14, 2025, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on those parties registered to receive electronic notices.

/s/ Timothy A. ("Tad") Davidson II

Timothy A. ("Tad") Davidson II

EXHIBIT A

Restructuring Steps Memorandum

Restructuring Transactions Steps Memorandum

This restructuring transactions steps memorandum (this “Restructuring Transaction Steps Memorandum”) sets forth a description of certain of the Restructuring Transactions to be effectuated prior to or on the Effective Date in connection with the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* [Docket No. 19] (as may be amended, modified, or supplemented from time to time in accordance with its terms, the “Plan”).¹ Until the Effective Date, this Restructuring Transaction Steps Memorandum is subject to modification in accordance with the terms of the Plan.² To the extent there is any inconsistency between this Restructuring Transactions Steps Memorandum and the Plan (without reference to this Restructuring Transaction Steps Memorandum), the Plan shall govern (except as set forth in the last sentence of Step 4 below). This is the Restructuring Transaction Steps Memorandum under, as defined in, and for all purposes of, the Plan.

Unless otherwise specified, the following Restructuring Transactions shall occur at, or within the ranges of, the times and in the order set forth below:

1. No less than one (1) Business Day immediately preceding the Effective Date, The Container Store, Inc., a Texas corporation (“TCS”), forms a new Delaware limited liability company and a wholly-owned subsidiary of TCS (“New TopCo”). New TopCo authorizes and issues to TCS the New Equity Interests required to consummate the Plan. The transactions described in this Step 1 are referred to as the “Step 1 Transactions”. Upon consummation of the Step 1 Transactions, TCS owns all of the issued and outstanding New Equity Interests. New TopCo shall constitute Reorganized Parent under, as defined in, and for all purposes of, the Plan.
2. On the Effective Date, (a) Parent contributes newly issued shares of its common stock, \$0.01 par value per share (“New Parent Shares”), to TCS as a contribution to the capital of TCS and in exchange for no additional shares of capital stock of TCS, and (b) immediately following TCS’s receipt of the New Parent Shares, TCS contributes the New Parent Shares to New TopCo as a contribution to the capital of New TopCo. The transactions described in this Step 2 are referred to as the “Step 2 Transactions”.
3. On the Effective Date, but immediately following the consummation of the Step 2 Transactions, TCS distributes (a) to the Holders of Allowed DIP Term Loan Claims (or, where applicable, their respective designees under the Plan) (i) the Exit Term Loans and (ii) 64% of the New Equity Interests, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed DIP Term Loan Claims and (b) to the Holders of Allowed Prepetition Term Loan Claims (or, where applicable, their respective designees under the Plan) 36% of the New Equity Interests, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed Prepetition Term Loan Claims, in each case of the foregoing, on the terms and

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

² This Restructuring Transactions Memorandum is subject to modification to maximize tax efficiency.

subject to the conditions set forth in the Plan. The transactions described in this Step 3 are referred to as the “Step 3 Transactions”.

Upon the consummation of the Step 3 Transactions, (A) the Holders of Allowed Prepetition Term Loan Claims (and/or their respective designees under the Plan) and Allowed DIP Term Loan Claims (and/or their respective designees under the Plan), collectively own all of the issued and outstanding New Equity Interests, (B) TCS does not own any New Equity Interests and shall be deemed to have withdrawn from, and shall cease to be a member of, New TopCo for all purposes, including for all purposes of the Delaware Limited Liability Company Act and the limited liability company agreement of New TopCo, and (C) New TopCo shall have become a partnership for U.S. federal income tax purposes in accordance with IRS Rev. Rul. 99-5, 1999-1 C.B. 434. In addition, concurrently with the consummation of the Step 3 Transactions, without any further action on the part of (or notice provided to) New TopCo, the Debtors, the Reorganized Debtors, any recipient of New Equity Interests or any other Person, (x) the initial limited liability company agreement of New TopCo (the “Initial LLC Agreement”) will be deemed amended and restated, and replaced in its entirety, by the Amended and Restated Limited Liability Agreement of [●] (the “A&R LLC Agreement”), (y) the A&R LLC Agreement will be deemed effective, valid, binding, and enforceable in accordance with its terms, and (z) all recipients of New Equity Interests pursuant to the Step 3 Transactions shall be deemed signatories to the A&R LLC Agreement and bound thereby in all respects even if any such recipient has not actually executed and delivered a counterpart thereof.

For U.S. federal income tax purposes, each recipient of New Equity Interests pursuant to the Step 3 Transactions shall be deemed to receive its *pro rata* share of the New Parent Shares and to immediately contribute such New Parent Shares to New TopCo in exchange for New Equity Interests, consistent with IRS Rev. Rul. 99-5, 1999-1 C.B. 434.

4. On the Effective Date, but immediately following the consummation of the Step 3 Transactions, all Existing Equity Interests in Parent are cancelled, released, and extinguished, and will be of no further force or effect, all for no consideration or distributions. Anything in the Plan (without reference to this Restructuring Transaction Steps Memorandum) to the contrary notwithstanding, the New Parent Shares shall not constitute Existing Equity Interests and will not receive the treatment accorded to Existing Equity Interests set forth in the Plan.

It is the intention of the Debtors, Reorganized Debtors, and Holders of Claims and Interests that the order of the steps contained in this Restructuring Transaction Steps Memorandum be treated for U.S. federal and all applicable state and local tax purposes as occurring independently and in the order and timing set forth above. The Debtors, Reorganized Debtors, and Holders of Claims and Interests agree, and shall be deemed to have agreed, to file all tax returns consistently with, and take no position that is inconsistent with, such order, unless otherwise required by a “determination” within the meaning of Section 1313(a) of the Internal Revenue Code of 1986, as amended.

This Restructuring Transaction Steps Memorandum is subject to ongoing review, revision, and modification and this Restructuring Transaction Steps Memorandum may be amended, modified, or revised as permitted by the Plan or any order of the Bankruptcy Court.

EXHIBIT B

New Organizational Documents

EXHIBIT B-1

Second Amended and Restated Bylaws of The Container Store Group, Inc.

SECOND AMENDED AND RESTATED BYLAWS

of

THE CONTAINER STORE GROUP, INC.

(Effective as of [●], 2025)

ARTICLE I

Offices

1. **Business Offices.** The Container Store Group, Inc. (the “Corporation”) may have one or more offices at such place or places, either within or outside the State of Delaware, as the Board of Directors of the Corporation (the “Board of Directors”) may from time to time determine or as the business of the Corporation may require.

2. **Registered Office.** The registered office of the Corporation shall be as set forth in the Second Amended and Restated Certificate of Incorporation of the Corporation (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Certificate of Incorporation”), unless changed as provided by the provisions of the Delaware General Corporation Law (as amended from time to time, the “DGCL”).

ARTICLE II

Stockholders’ Meetings

1. **Annual Meetings.** An annual meeting of stockholders of the Corporation for the election of directors shall be held in each year on such date and at such time as the Board of Directors shall designate. At any such annual meeting, the stockholders entitled to vote thereon shall elect directors of the Corporation and shall transact such other business as may properly come before the meeting; provided, however, that no annual meeting of stockholders need be held if directors are elected by written consent of the stockholders entitled to vote thereon in lieu of an annual meeting, in accordance with Section 211 of the DGCL.

2. **Special Meetings.** Special meetings of stockholders may be called at any time by the Board of Directors or the Chief Executive Officer of the Corporation, and shall be called by the Chief Executive Officer of the Corporation or the Secretary of the Corporation when directed to do so by the Board of Directors or upon the written request (which shall state the purpose or purposes therefor) delivered to the Corporation by the holders of not less than twenty percent (20.0%) of the issued and outstanding shares of common stock of the Corporation (“Common Stock”). The record date for determining the holders of shares of Common Stock entitled to request a special meeting of stockholders shall be the date on which the first demand for a

special meeting is made. Business transacted at any special meeting of stockholders shall be limited to the purpose or purposes stated in the notice provided pursuant to Section 4 of this Article II.

3. **Place of Meetings.** Meetings of stockholders may be held (i) at any place within or outside the State of Delaware designated by the Board of Directors or, in the case of a special meeting called at the request of the stockholders holding the requisite percentage of shares of Common Stock, the stockholders that requested such meeting to be called as set forth in the written request therefor, and/or (ii) if the Board of Directors or such stockholders so determine, by means of remote communication. Any stockholder participating in a meeting by remote communication is deemed to be present in person at the meeting. In the absence of any such designation by the Board of Directors or such stockholders, stockholder meetings shall be held at the principal place of business of the Corporation.

4. **Notice of Meetings.** Not less than ten (10) nor more than sixty (60) days prior to each annual or special meeting of the Corporation's stockholders, written notice of the meeting shall be given to each stockholder entitled to vote at such meeting (unless such notice is waived by such stockholder as provided in Article IV of these Bylaws); provided, however, that if greater notice is required by the DGCL, the applicable provisions of the DGCL shall govern. All notices shall be in writing and shall be deemed to have been effectively given, delivered, provided or received (i) when personally delivered to the stockholder to be notified; (ii) if given by electronic transmission in the manner provided in Section 232 of the DGCL, in accordance with Section 232 of the DGCL; (iii) three (3) business days after deposit in the United States mail, postage prepaid, by certified or registered mail with return receipt requested, addressed to the stockholder to be notified; or (iv) one (1) business day after deposit with a national overnight delivery service, postage prepaid, addressed to the stockholder to be notified with next-business day delivery guaranteed, in each case to such stockholder at its address or electronic mail address set forth in the stock records of the Corporation. The notice of any meeting shall state the place (and/or any means of remote communication), if any, date and time of the meeting, and, in the case of a notice of a special meeting, shall also state the purpose or purposes of the meeting, in each case consistent with these Bylaws.

5. **Stockholders List.** A complete record of the stockholders entitled to vote at each meeting of stockholders (or an adjourned meeting described in Section 9 of this Article II), arranged by class of shares and, within each class, in alphabetical order, showing the address of each stockholder and the number of shares of each class of stock registered in the name of such stockholder, shall be prepared by the officer or agent of the Corporation who has charge of the stock transfer books of the Corporation, provided that if the record date for determining the stockholders entitled to vote at any meeting of stockholders is less than ten (10) days before the meeting date, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date. Such record of stockholders shall be available for inspection by any stockholder entitled to vote at the meeting beginning ten (10) days before the meeting and continuing through the day before the meeting, subject to the requirements of the DGCL, either on a reasonably accessible electronic network, provided, that the information required to gain access to such network is provided with the notice of the meeting, or during ordinary business hours at the principal place of business of the Corporation.

6. **Organization.** Any director selected by the Board of Directors or, in the absence of such selection, the Chief Executive Officer (or, in the Chief Executive Officer's absence, any Vice President), shall call meetings of stockholders to order and act as chairperson of such meetings. In the absence of said officers, any stockholder entitled to vote at the meeting, or any proxy of any such stockholder, may call the meeting to order and a chairperson shall be elected by the affirmative vote of holders of a majority of the voting power of the shares of Common Stock present in person or represented by proxy and entitled to vote at such meeting. The Secretary or any Assistant Secretary of the Corporation or any person appointed by the chairperson may act as secretary of such meetings.

7. **Agenda and Procedure.** The Board of Directors shall have the responsibility of establishing an agenda for each meeting of stockholders, subject to the rights of stockholders to raise matters for consideration which may otherwise properly be brought before an annual meeting although not included within the agenda. The chairperson shall be charged with the orderly conduct of all meetings of stockholders.

8. **Quorum.** Unless otherwise provided in the Certificate of Incorporation, these Bylaws, the DGCL or other applicable law, at any annual or special meeting of stockholders, the holders of shares of stock representing a majority of the voting power of the then issued and outstanding shares of stock entitled to vote on a matter at the meeting, either present in person or represented by proxy, shall constitute a quorum with respect to action on such matter, and action may be taken with respect to any matter presented at the meeting only if a quorum exists with respect to such matter.

9. **Adjournment.** When a meeting is for any reason adjourned to another time or place, notice need not be given of the adjourned meeting if the time, place, if any, and the means of remote communications, if any, thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, any business may be transacted which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix a new record date for notice of such adjourned meeting and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date fixed for notice of such adjourned meeting.

10. **Voting.**

a. Except as otherwise required by law or otherwise provided in the Certificate of Incorporation, and subject to the rights of holders of any series of preferred stock of the Corporation (if any), (i) at every meeting of stockholders (or with respect to corporate action which may be taken without a meeting), every holder of record of stock of the Corporation entitled to vote on any matter at such meeting shall be entitled, with respect to such matter, to one (1) vote for each share of such stock held of record by such stockholder on the record date designated therefor pursuant to Section 3 of Article IX of these Bylaws (or the record date established pursuant to statute in the absence of such designation), (ii) whenever directors are to be elected by vote of stockholders, they shall be elected in accordance with the provisions

of Section 1 of Article III of these Bylaws, and (iii) whenever any corporate action, other than the election of directors, is to be taken by vote of stockholders, such corporate action shall be authorized by the affirmative vote of holders of a majority of the voting power of the shares of stock present in person or represented by proxy at the meeting and entitled to vote with respect to such corporate action.

b. At any meeting of stockholders, a stockholder may vote such stockholder's shares either in person or by proxy. A stockholder may appoint a proxy in person or through an attorney-in-fact and such appointment may be transmitted by any written statement of appointment permitted by the DGCL. The appointment of a proxy shall be effective for the period expressly specified in the appointment form.

c. The voting rights of fiduciaries, beneficiaries, pledgors, pledgees and joint, common and other multiple owners of shares of stock shall be as provided from time to time by the DGCL and any other applicable law.

d. Shares of stock of the Corporation held of record by another corporation or entity that are entitled to vote may be voted by such officer, agent or proxy as the bylaws or other organizational documents of such other corporation or entity may prescribe, or, in the absence of any applicable provision, as the board of directors or similar governing body of such other corporation or entity may determine.

11. **Inspectors.** The chairperson of any meeting of stockholders may at any time appoint one (1) or more inspectors to serve at such meeting. Such inspectors shall decide upon the qualifications of voters, including the validity of proxies, accept and count the votes for and against the questions presented, report the results of such votes, and subscribe and deliver to the secretary of the meeting a certificate stating the number of shares of stock issued and outstanding and entitled to vote thereon and the number of shares of stock voted for and against the questions presented. The voting inspectors need not be stockholders of the Corporation, and any director or officer of the Corporation may be an inspector on any question other than a vote for or against such director's or officer's election to any position with the Corporation or on any other question in which such officer or director may be directly interested.

ARTICLE III

Board of Directors

1. **Election; Term.** Except as may otherwise be provided in the Certificate of Incorporation or the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. On the effective date of these Bylaws (the "Effective Date"), the number of directors constituting the whole Board of Directors shall be two (2). After the Effective Date, the number of directors constituting the whole Board of Directors shall be determined by the stockholders from time to time, but in no event shall the number of directors constituting the whole Board of Directors be less than one. Each director shall be elected by vote of holders of a plurality of the votes of the shares of Common Stock present in person or represented by proxy at any meeting at which a quorum is present called for the purpose of electing directors. Each director shall be elected to serve and to hold office until the

next succeeding annual meeting and until such director's successor shall be elected and shall qualify, or until such director's earlier death, resignation or removal.

2. **Qualification.** Each director must be a natural person at least eighteen (18) years of age on the date of election but need not be a stockholder.

3. **Annual Meetings.** On the same day as, and immediately following, each annual stockholders' meeting, the Board of Directors shall meet for the purpose of organization, election of officers and the transaction of any other business.

4. **Regular Meetings.** Regular meetings of the Board of Directors shall be held at such time or times as may be determined by the Board of Directors and specified in the notice of such meetings.

5. **Special Meetings.** Special meetings of the Board of Directors may be called by any of the directors.

6. **Place of Meetings.** Any meeting of the Board of Directors may be held at such place or places as shall from time to time be determined by the Board of Directors or, in the case of a special meeting of the Board of Directors, by the director(s) calling such meeting, and as shall be designated in the notice of the meeting. If no other place is designated in the notice of the meeting, such meeting shall be held at the Corporation's principal executive offices.

7. **Quorum.** A quorum for meetings of the Board of Directors will require the attendance of at least a majority of the total number of directors. The vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the express provisions of the DGCL, the Certificate of Incorporation or these Bylaws requires a different vote, in which case such express provisions shall govern and control.

8. **Notice of Meetings.** Notice of each meeting of the Board of Directors, whether annual, regular or special, shall be given to each director (unless such notice is waived by such director as provided in Article IV of these Bylaws). Unless a longer period is required by the DGCL, if such notice is given either (i) by personally delivering written notice to a director, (ii) by personally telephoning such director or (iii) by email transmission at the email address of such director on the books and records of the Corporation, it shall be so given at least 24 hours prior to the meeting. Unless a longer period is required by the DGCL, if such notice is given by depositing a written notice by overnight courier service, postage prepaid, directed to such director at that person's residence or place of business, it shall be so given at least two (2) days prior to the meeting. The notice shall state the date and time of the meeting, but need not, unless otherwise required by the DGCL, state the purposes of the meeting.

9. **Meetings by Telecommunication.** One (1) or more members of the Board of Directors or any committee designated by the Board of Directors may participate in a meeting of the Board of Directors or such committee by any means of communication, including teleconference or similar remote communications, by which all persons participating in such meeting can hear each other at substantially the same time or by any other means permitted by

the DGCL. Any director or committee member participating in a meeting by any such means of communication is deemed to be present in person at such meeting.

10. **Organization, Agenda and Procedure.** The directors shall choose a director to act as chairperson to preside over the meetings of the Board of Directors. The Secretary, any Assistant Secretary, or any other person appointed by any such chairperson shall act as secretary of each meeting of the Board of Directors. The procedure for such meetings shall be as determined by such chairperson. All proposed agenda topics to be reviewed at the annual meetings and the regular meetings shall be delivered to each director prior to, or at the time that, notice of such meeting is provided to such director.

11. **Resignation.** Any director of the Corporation may resign at any time by giving written notice of such director's resignation to the Board of Directors, the Chief Executive Officer, any Vice President or the Secretary of the Corporation. Such resignation shall take effect at the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

12. **Vacancies.** Vacancies on the Board of Directors shall be filled by the stockholders of the Corporation.

13. **Committees.** The Board of Directors may from time to time designate from among its members any committee deemed appropriate or necessary by the Board of Directors (each such committee to consist of one (1) or more directors). The Board of Directors may designate a chairperson of each such committee from among its members. Each such committee, to the extent provided in the resolution establishing such committee and except as otherwise prescribed by the DGCL, shall have and may exercise all of the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation; provided, however, that no such committee shall have the power or authority to (i) approve or adopt, or recommend to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the DGCL to be submitted to stockholders for approval, or (ii) adopt, amend, or repeal these Bylaws. Any or all members of any such committee may be removed, with or without cause, by resolution of the Board of Directors. Rules governing the procedures for meetings of each committee shall be as established by the Board of Directors.

ARTICLE IV

Waiver of Notice by Stockholders and Directors; Action of Stockholders and Directors by Consent

1. **Waiver of Notice.** A stockholder or director may waive any notice required by the DGCL, the Certificate of Incorporation, or these Bylaws, whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred. Any such waiver shall be in writing, be signed by the stockholder or director entitled to the notice, and be delivered to the Secretary of the Corporation for inclusion in the minutes or filing with the corporate records, but such delivery and filing shall not be conditions of the effectiveness of the waiver. Attendance of a stockholder (in person or by duly authorized proxy) at a meeting of

stockholders, or attendance by a director at a meeting of the Board of Directors, (i) shall be deemed a waiver of objection to lack of required notice or defective notice of the meeting, unless the stockholder or the director attends the meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting was not lawfully called or convened because of lack of notice or defective notice, and does not thereafter vote for or assent to action taken at the meeting, and (ii) shall be deemed a waiver of objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, or of a matter without special notice required by the DGCL, the Certificate of Incorporation, or these Bylaws, unless the stockholder or director expressly objects to considering the matter when it is presented and does not thereafter vote for or assent to action taken at the meeting with respect to such matter.

2. **Action By Written Consent Without a Meeting.**

a. Unless the Certificate of Incorporation or the DGCL expressly requires that such action be taken solely at a stockholders' meeting, any action required or permitted to be taken at an annual or special meeting of the stockholders of the Corporation may be taken without a meeting and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares of stock having not less than the minimum voting power that would be necessary to authorize or take such action at a meeting at which all shares of stock entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in Delaware or its principal place of business, or to an officer or agent of the Corporation having custody of the books in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Such action shall be effective as of the time the last writing necessary to effect the action is received by the Corporation, unless all writings necessary to effect the action specify a later time, in which case the later time shall be the time of the action; provided, however, such action shall not be effective if the last writing necessary to effect the action is delivered to the Corporation later than sixty (60) days after the date the first such written consent was delivered to the Corporation. Prompt notice of the taking of corporate action without a meeting by less than unanimous written consent shall be given to those stockholders as of the record date for the action by consent who have not consented and who would have been entitled to notice of the meeting if the action had been taken at a meeting and the record date for the notice of the meeting were the record date for the action by consent.

b. Unless otherwise required by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or any committee thereof, may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing, or by electronic transmission. Such action shall be effective as of the time the last director signs a writing, or transmits an electronic transmission, describing the action taken unless before such time the Secretary has received a written revocation of the consent of any other director, and any action so taken shall be effective at the time taken unless the directors specify a different effective time.

ARTICLE V

Officers

1. **Election, Authority and Tenure.** The officers of the Corporation shall consist of such officers as designated by the Board of Directors from time to time, including, without limitation, a Chief Executive Officer (who shall also be the President), a Chief Financial Officer, a Secretary and a Treasurer, each of whom shall be appointed by the Board of Directors. The Board of Directors may expressly delegate to any such officer the power to appoint or remove subordinate officers, agents or employees. Any two or more offices may be held by the same person. Each officer so appointed shall continue in office until a successor shall be appointed and shall qualify, or until the officer's earlier death, resignation or removal. Each officer shall be a natural person who is eighteen (18) years of age or older.

2. **Resignation, Removal and Vacancies.** Any officer may resign at any time by giving written notice of resignation to the Corporation to the attention of the Board of Directors, the Chief Executive Officer or the Secretary. Such resignation shall take effect when the notice is received by the Corporation unless the notice specifies a later date, and acceptance of the resignation shall not be necessary to render such resignation effective unless such resignation so states. The Board of Directors may at any time terminate, remove or modify the authority of any officer, with or without cause. If any office becomes vacant for any reason, the vacancy may be filled by the Board of Directors. An officer appointed to fill a vacancy shall be appointed for the unexpired term of such officer's predecessor in office and shall continue in office until a successor shall be elected or appointed and shall qualify, or until such officer's earlier death, resignation or removal. The appointment of an officer shall not itself create contract rights in favor of the officer, and the removal of an officer shall not affect the officer's contract rights, if any, with the Corporation, and the resignation of an officer does not affect the Corporation's contract rights, if any, with the officer.

3. **Compensation.** Officers of the Corporation shall be entitled to such salaries, emoluments, compensation or reimbursement as shall be fixed or allowed from time to time by the Board of Directors or in such manner as the Board of Directors shall provide.

4. **Chief Executive Officer.** The Chief Executive Officer, if any, shall (i) have general and active management of the business of the Corporation, and preside over the day-to-day business operations of the Corporation; (ii) see that all orders and resolutions of the Board of Directors are carried into effect; and (iii) perform all duties as may from time to time be assigned by the Board of Directors. The Chief Executive Officer shall also be the President of the Corporation.

5. **Chief Financial Officer.** The Chief Financial Officer, if any, shall perform such duties and shall have such powers as may from time to time be assigned by the Board of Directors or the Chief Executive Officer, if any, and shall perform such duties and have such powers and responsibilities as are incident to the office of Chief Financial Officer. In addition, the Chief Financial Officer shall have, along with the Chief Executive Officer, if any, responsibility for the day-to-day business operations of the Corporation.

6. **Vice Presidents.** The Vice Presidents, if any, shall perform such duties and possess such powers as from time to time may be assigned to them by the Board of Directors or the Chief Executive Officer, if any. In the absence of the Chief Executive Officer or in the event of the inability or refusal of the Chief Executive Officer to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated by the Board of Directors, or in the absence of any designation, then in the order of the election or appointment of the Vice Presidents) shall perform the duties of the Chief Executive Officer and when so performing shall have all the powers of and be subject to all the restrictions upon the Chief Executive Officer.

7. **Secretary.** The Secretary, if any, shall perform such duties and shall have such powers as may from time to time be assigned by the Board of Directors or the Chief Executive Officer, if any. In addition, the Secretary shall perform such duties and have such powers as are incident to the office of Secretary, including, without limitation, the duty and power to give notice of all meetings of stockholders and the Board of Directors, the preparation and maintenance of minutes of the directors' and stockholders' meetings and other records and information required to be kept by the Corporation under these Bylaws and for authenticating records of the Corporation, and to be custodian of the corporate seal and to affix and attest to the same on documents, the execution of which on behalf of the Corporation is authorized by these Bylaws or by the action of the Board of Directors.

8. **Treasurer.** The Treasurer, if any, shall perform such duties and shall have such powers as may from time to time be assigned by the Board of Directors or the Chief Executive Officer, if any. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of Treasurer, including, without limitation, the duty and power to keep and be responsible for all funds and securities of the Corporation, to deposit funds of the Corporation in depositories selected in accordance with these Bylaws, to disburse such funds as ordered by the Board of Directors, making proper accounts thereof, and to render as required by the Board of Directors statements of all such transactions as Treasurer and of the financial condition of the Corporation.

9. **Assistant Secretaries and Assistant Treasurers.** The Assistant Secretaries and Assistant Treasurers, if any, shall perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the Chief Executive Officer, if any, or the Board of Directors. In the absence, inability or refusal of the Secretary or the Treasurer to act, the Assistant Secretaries or Assistant Treasurers, respectively, in the order designated by the Board of Directors, or in the absence of any designation, then in the order of their election or appointment, shall perform the duties and exercise the powers of the Secretary or Treasurer, as the case may be.

ARTICLE VI

Execution of Instruments; Borrowing; Checks and Endorsements; Deposits; Proxies

1. **Execution of Instruments.** The Chief Executive Officer, the Chief Financial Officer or any Vice President shall have the power to execute and deliver on behalf of and in the

name of the Corporation any instrument requiring the signature of an officer of the Corporation, except as otherwise provided in these Bylaws or when the execution and delivery of the instrument shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation. Unless authorized to do so by these Bylaws or by the Board of Directors or incident to the powers of the office of any particular officer, no officer, agent or employee shall have any power or authority to bind the Corporation in any way, to pledge its credit or to render it liable pecuniarily for any purpose or in any amount.

2. **Borrowing.** No loan shall be contracted on behalf of the Corporation, and no evidence of indebtedness shall be issued, endorsed or accepted in its name, unless authorized by the Board of Directors or a committee designated by the Board of Directors so to act. Such authority may be general or confined to specific instances. When so authorized, an officer may (i) effect loans at any time for the Corporation from any bank or other entity and for such loans may execute and deliver promissory notes or other evidences of indebtedness of the Corporation; and (ii) mortgage, pledge or otherwise encumber any real or personal property, or any interest therein, owned or held by the Corporation as security for the payment of any loans or obligations of the Corporation, and to that end may execute and deliver for the Corporation such instruments as may be necessary or proper in connection with such transaction.

3. **Checks and Endorsements.** All checks, drafts or other orders for the payment of money, obligations, notes or other evidences of indebtedness, bills of lading, warehouse receipts, trade acceptances and other such instruments shall be signed or endorsed for the Corporation by such officers or agents of the Corporation as shall from time to time be determined by resolution of the Board of Directors, which resolution may provide for the use of electronic signatures.

4. **Deposits.** All funds of the Corporation not otherwise employed shall be deposited from time to time to the Corporation's credit in such banks or other depositories as shall from time to time be determined by resolution of the Board of Directors, which resolution may specify the officers or agents of the Corporation who shall have the power, and the manner in which such power shall be exercised, to make such deposits and to endorse, assign and deliver for collection and deposit checks, drafts and other orders for the payment of money payable to the Corporation or its order.

5. **Proxies.** The Board of Directors may (i) from time to time appoint one (1) or more agents of the Corporation, in the name and on behalf of the Corporation, (a) to cast the votes which the Corporation may be entitled to cast as the holder of stock or other securities in any other corporation, association or other entity whose stock or other securities may be held by the Corporation, at meetings of the holders of the stock or other securities of such other corporation, association or other entity, or (b) to consent in writing to any action by such other corporation, association or other entity; and (ii) instruct the person so appointed (a) as to the manner of casting such votes or giving such consent, and (b) to execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal, or otherwise, all such written proxies or other instruments as may be deemed necessary or proper.

ARTICLE VII

Shares of Stock

1. **Certificates of Stock.** The shares of stock of the Corporation may, but need not, be represented by certificates. Unless the DGCL or another law expressly provides otherwise, the fact that the shares of stock are not represented by certificates shall have no effect on the rights and obligations of stockholders. If the shares of stock are represented by certificates, such certificates shall be signed by any two (2) authorized officers of the Corporation, and may, but need not, be sealed with the corporate seal of the Corporation. Any or all of the signatures on the certificate may be by facsimile or electronic signature. In case any officer of the Corporation who shall have signed, or whose facsimile or electronic signature shall have been placed on, any certificate shall cease for any reason to be such officer before such certificate shall have been issued or delivered by the Corporation, such certificate may nevertheless be issued and delivered by the Corporation as though the person who signed such certificate, or whose facsimile or electronic signature shall have been placed thereon, had not ceased to be such officer of the Corporation. Every certificate representing shares of stock (if any) issued by the Corporation shall state the number of shares of stock owned by the holder in the Corporation, shall designate the class of stock to which such shares belong, and shall otherwise be in such form as is required by law and as the Board of Directors shall prescribe.

2. **Shares Without Certificates.** The Board of Directors may authorize the issuance of any class or series of shares of stock of the Corporation without certificates. Such authorization shall not affect shares of stock already represented by certificates until they are surrendered to the Corporation or its transfer agent. Within a reasonable time following the issue or transfer of shares of stock without certificates, the Corporation shall send, or direct its transfer agent to send, the stockholder a complete written statement of the information required on certificates by the DGCL.

3. **Record.** A record shall be kept of the name of each person or entity holding the shares of stock represented by each certificate for shares of stock of the Corporation issued, the number and class of shares of stock represented by each such certificate, the date thereof and, in the case of cancellation, the date of cancellation. The person or other entity in whose name shares of stock stand on the books of the Corporation shall be deemed the owner thereof, and thus a holder of record of such shares of stock, for all purposes as regards the Corporation.

4. **Transfer of Stock.** Transfers of shares of stock of the Corporation shall be made only on the books of the Corporation by the registered holder thereof, or by such registered holder's attorney thereunto authorized, and on the surrender of the certificate or certificates (if any) for such shares of stock properly endorsed. The stock record book and other transfer records shall be in the possession of the Secretary or of a transfer agent for the Corporation.

5. **Transfer Agents and Registrars; Regulations.** The Corporation, by resolution of the Board of Directors, may from time to time appoint a transfer agent and a registrar, under such arrangements and upon such terms and conditions as the Board of Directors deems advisable, but until and unless the Board of Directors appoints some other person, firm or corporation as its transfer agent (and upon the revocation of any such appointment, thereafter

until a new appointment is similarly made) the Secretary of the Corporation shall be the transfer agent of the Corporation without the necessity of any formal action of the Board of Directors, and the Secretary, or any person designated by the Secretary, shall perform all of the duties of such transfer agent. The Board of Directors may make such rules and regulations as it may deem expedient and as are not inconsistent with the Certificate of Incorporation and these Bylaws concerning the issue, transfer and registration of shares of stock of the Corporation.

6. **Lost, Destroyed or Mutilated Certificates.** In case of the alleged loss, destruction or mutilation of a certificate representing stock of the Corporation, a new certificate may be issued in place thereof, in such manner and upon such terms and conditions as the Board of Directors may prescribe, and shall be issued in such situations as required by the DGCL.

ARTICLE VIII

Fiscal Year

The fiscal year of the Corporation shall be established by the Board of Directors.

ARTICLE IX

Corporate Books and Records

1. **Books and Records.** The books and records of the Corporation may be kept at such place or places as may be from time to time designated by the Board of Directors. The Corporation shall keep correct and complete books and records of account, including the amount of its assets and liabilities, minutes of the proceedings of its stockholders and the Board of Directors (and any committee of the Board of Directors), and the names and places of residence of its officers.

2. **Addresses of Stockholders.** Each stockholder shall furnish to the Secretary of the Corporation or the Corporation's transfer agent an address or e-mail address to which notices from the Corporation, including notices of meetings, may be directed, and if any stockholder shall fail so to designate such an address or e-mail address, it shall be sufficient for any such notice to be directed to such stockholder at such stockholder's address or e-mail address last known to the Secretary or the Corporation's transfer agent.

3. **Fixing Record Date.**

a. In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix, in advance, a record date for notice, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting. If the Board of Directors so fixes a record date, such record date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the record date for making such determination.

b. In order that the Corporation may determine the stockholders entitled to express consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors.

c. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than sixty (60) days prior to such action.

If no record date is fixed: (i) the record date for determining stockholders entitled to notice of and to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (ii) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is delivered to the Corporation in accordance with applicable law; (iii) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when prior action by the Board of Directors is required, shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action; and (iv) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance with the provisions of this Section 3 at the adjourned meeting.

4. **Audits of Books and Accounts.** The Corporation's books and accounts shall be audited at such times and by such auditors as shall be specified and designated by the Board of Directors.

ARTICLE X

Amendments

The Board of Directors is expressly authorized and empowered to adopt, amend or repeal any or all of these Bylaws, or to adopt new bylaws; provided, however, that any or all of these Bylaws may also be amended or repealed, or new bylaws may also be made, in any such case by the stockholders.

EXHIBIT B-2

**Second Amended and Restated Certificate of
Incorporation of The Container Store Group, Inc.**

SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

THE CONTAINER STORE GROUP, INC.

The Container Store Group, Inc., a corporation organized and existing under and by virtue of the provisions of, and subject to the requirements of, the General Corporation Law of the State of Delaware (the “General Corporation Law”), hereby certifies that:

The name of the corporation is The Container Store Group, Inc. (the “Corporation”). The Corporation filed its original Certificate of Incorporation with the Secretary of State of the State of Delaware on June 29, 2007 under the name “TCS Holdings, Inc.” and was subsequently amended and restated with the filing of the Amended and Restated Certificate of Incorporation on November 6, 2013 (as amended, amended and restated, supplemented or otherwise modified prior to the filing of this Second Amended and Restated Certificate of Incorporation, the “Current Certificate of Incorporation”). This Second Amended and Restated Certificate of Incorporation (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Certificate of Incorporation”), which amends and restates the Current Certificate of Incorporation in its entirety, has been duly adopted without the need for approval of the Board of Directors of the Corporation or the stockholders of the Corporation pursuant to the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, which was approved by an order of the United States Bankruptcy Court for the Southern District of Texas, Houston Division, entered on [●], 2025 in jointly administered chapter 11 cases captioned In re: The Container Store Group, Inc., et al., Case No. 24-90627 (ARP), and in accordance with Section 303 of the General Corporation Law. This Certificate of Incorporation shall become effective on the date of filing with the Secretary of State of the State of Delaware.

The Current Certificate of Incorporation is hereby amended and restated in its entirety to read as follows:

FIRST: The name of the corporation is The Container Store Group, Inc. (the “Corporation”).

SECOND: The address of the registered office of the Corporation in the State of Delaware is c/o Cogency Global, Inc., 850 New Burton Rd #201, Dover, Delaware, 19904. The name of the registered agent of the Corporation at such address is Cogency Global, Inc.

THIRD: The nature of the business of the Corporation and its purpose is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the “General Corporation Law”).

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FOURTH: The total number of shares of capital stock which the Corporation shall have authority to issue is 5,000 shares of common stock, par value of \$0.01 per share. Notwithstanding anything herein to the contrary, the Corporation shall not issue non-voting equity securities of any class, series or other designation to the extent prohibited by Section 1123(a)(6) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended (the “Bankruptcy Code”); provided, however, that the foregoing restriction (a) shall have no further force and effect beyond that required under Section 1123(a)(6) of the Bankruptcy Code, (b) shall only have such force and effect to the extent and for so long as such Section 1123(a)(6) is in effect and applies to the Corporation and (c) may be amended or eliminated in accordance with applicable law as from time to time may be in effect.

FIFTH: The election of directors need not be by written ballot.

SIXTH: The Board of Directors shall have the power without the assent or vote of the stockholders to adopt, amend, alter or repeal the bylaws of the Corporation (the “Bylaws”), except to the extent that the Bylaws or this Certificate of Incorporation otherwise provide.

SEVENTH: To the fullest extent permitted by the General Corporation Law, including, without limitation, Section 102(b)(7) of the General Corporation Law, no director of the Corporation shall be personally liable to the Corporation or to any of its stockholders for monetary damages for breach of his or her fiduciary duty as a director; *provided* that nothing contained in this Article Seventh shall eliminate or limit the liability of a director (i) for any breach of the director’s duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law or (iv) for any transaction from which the director derived an improper personal benefit. If the General Corporation Law is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law, as so amended. No amendment to or repeal of this Article Seventh shall apply to or have any effect on the liability or alleged liability of any director for or with respect to any acts or omissions of such director occurring prior to the effective date of such amendment or repeal.

EIGHTH: To the fullest extent permitted by Section 145 of the General Corporation Law, the Corporation shall indemnify any and all officers and directors of the Corporation from and against any and all of the expenses, liabilities or other matters referred to in and covered by said section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which any officer or director of the Corporation may be entitled under any bylaw, agreement, vote of stockholders or otherwise, both as to action or inaction in his or her official capacity and as to action or inaction in another capacity while holding such office, and shall continue as to a person who has ceased to be an officer or director of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such a person.

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NINTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by the General Corporation Law and any other applicable law, and all rights herein conferred upon stockholders or directors are granted subject to this reservation.

TENTH: Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery (or, if the Court of Chancery does not have jurisdiction, the federal district court for the District of Delaware (together with the Court of Chancery, the “Delaware Courts” and, individually, a “Delaware Court”)) shall, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim for breach of a fiduciary duty owed by any current or former director, officer, employee, agent or stockholder of the Corporation to the Corporation or the Corporation’s stockholders, (iii) any action asserting a claim arising pursuant to any provision of the General Corporation Law, this Certificate of Incorporation or the Bylaws, or (iv) any action asserting a claim governed by the internal affairs doctrine, in each case subject to the Delaware Court having personal jurisdiction over the indispensable parties named as defendants therein. If any action or proceeding the subject matter of which is within the scope of this Article Tenth is filed in a court other than a Delaware Court (a “Foreign Action”) in the name of any stockholder, such stockholder shall be deemed to have consented to (a) the personal jurisdiction of the Delaware Courts in connection with any action brought in any such court to enforce this Article Tenth (an “Enforcement Action”) and (b) having service of process made upon such stockholder in any such Enforcement Action by service upon such stockholder’s counsel in the Foreign Action as agent for such stockholder. Any Person purchasing or otherwise acquiring any shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article Tenth.

IN WITNESS WHEREOF, the Corporation has caused this Second Amended and Restated Certificate of Incorporation, which amends and restates the Corporation's Amended and Restated Certificate of Incorporation, to be made, executed and acknowledged by its duly authorized officer this [●] day of [●], 2025, as directed by and provided for in the Order of the United States Bankruptcy Court for the Southern District of Texas, dated [●], 2025, confirming the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* under chapter 11 of the Bankruptcy Code.

**THE CONTAINER STORE GROUP,
INC.**

By: _____
Name:
Title:

EXHIBIT B-3

Amended and Restated Limited Liability Company Agreement

[•]

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT**

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**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
[●]**

This **AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT** (as amended, supplemented, amended and restated or otherwise modified from time to time, together with all schedules, exhibits and annexes hereto, this “Agreement”) of [●] (the “Company”), is made as of [●], 2025 (the “Effective Date”), by and among (a) the Company and (b) each of the members of the Company from time to time (each, a “Member” and, collectively, the “Members”).

WHEREAS, on [●], 2025, the Company was formed as a Delaware limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act, Title 6 of the Delaware Code, Section 18-101, *et seq.* (as amended from time to time, the “Act”), by filing with the Secretary of State of the State of Delaware a Certificate of Formation of the Company (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Certificate of Formation”);

WHEREAS, on [●], 2025, the sole member of the Company, The Container Store, Inc. (the “Initial Member”), entered into a Limited Liability Company Agreement of the Company dated as of [●], 2025 (as amended, supplemented, amended and restated or otherwise modified prior to the Effective Date, together with all schedules, exhibits and annexes thereto, the “Initial LLC Agreement”); and

WHEREAS, on the Effective Date, the Plan of Reorganization became effective and, pursuant thereto, or as contemplated thereby, (a) all issued and outstanding “Common Units” (as defined in the Initial LLC Agreement) were distributed by the Initial Member to the recipients thereof as set forth in, or as contemplated by, the Plan of Reorganization, (b) the Initial LLC Agreement was amended and restated in its entirety as set forth in, and replaced by, this Agreement, (c) each of the Persons that received such Common Units became a party to this Agreement as a “Member” hereunder, became fully bound by, and subject to, all of the covenants, terms, conditions and provisions of this Agreement as a “Member” party hereto, and is deemed to have signed this Agreement, and (d) the Initial Member ceased to own any Equity Interests in the Company and withdrew as a member of the Company.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and other obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE 1
DEFINITIONS AND RULES OF CONSTRUCTION**

1.1 Certain Definitions. As used herein:

“Accredited Investor” means an “accredited investor” as such term is defined in Rule 501 under the Securities Act.

“Adjusted Capital Account” means, with respect to any Member, the balance, if any, in such Member’s Capital Account as of the end of the relevant Allocation Year, after giving effect to the adjustments set forth herein and the following adjustments:

- (a) credit to such Capital Account any amounts which such Member is obligated to restore pursuant to the terms of this Agreement or is deemed to be obligated to restore pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c) or pursuant to the penultimate sentence of each of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and
- (b) debit to such Capital Account the items described in paragraphs (4), (5) and (6) of Treasury Regulations Section 1.704-1(b)(2)(ii)(d).

The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations to the extent relevant thereto and shall be interpreted consistently therewith.

“Affiliate” means, with respect to any Person, any other Person that (either directly or indirectly) controls, is controlled by, or is under common control with the specified Person, and shall also include (a) any Related Fund of such Person and (b) in the case of a specified Person who is an individual, any Family Member or Personal Representative of such Person. The term “control” (including, with its correlative meanings, “controlling,” “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person (whether through ownership of securities, by contract or otherwise).

“AI Questionnaire” means an Accredited Investor Questionnaire in the form of Exhibit A attached hereto.

“Allocation Year” means the Fiscal Year or any portion of the Fiscal Year for which the Company is required to allocate Profits, Losses, and other items of Company income, gain, loss, or deduction pursuant to Article 12.

“Anti-Corruption Laws” means the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010, and any other bribery, fraud, kickback or other similar applicable laws or regulations of any Governmental Authority in any jurisdiction in which the Company or any of its Subsidiaries is located or doing business.

“Anti-Money Laundering Laws” means applicable laws or regulations of any Governmental Authority that relate to money laundering, counter-terrorist financing, or record keeping and reporting requirements in any jurisdiction in which the Company or any of its Subsidiaries is located or doing business.

“Award Agreement” means any agreement, contract or other instrument or document evidencing or governing an award issued under any Management Incentive Plan, including any award consisting of Class B Units or any award that is convertible, exercisable or exchangeable for or into, or which provides for the delivery of, Class B Units.

“Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of Texas, Houston Division.

“BOI Laws” means the Corporate Transparency Act, 31 U.S.C. § 5336, and all rules, regulations and guidance promulgated thereunder or in connection therewith, and any beneficial ownership reporting law, rule, regulation or guidance of any state or other applicable jurisdiction, as each may be amended, supplemented, updated or replaced from time to time.

“Business Day” means any day other than a day which is a Saturday, Sunday or legal holiday on which banks in the City of New York are authorized or obligated by law to close.

“Capital Account” means the capital account maintained for each Member pursuant to Section 11.6, as the same may be credited or debited in accordance with the terms hereof.

“Capital Contribution” means, with respect to any Member, the amount of money and the initial Gross Asset Value of any property (other than money) contributed, or deemed contributed, by such Member to the Company (net of any liabilities secured by such property that the Company is considered to assume or take subject to under Code Section 752), including any initial capital contribution and additional capital contribution of such Member under Section 11.1.

“Chairperson” means, as of any time of determination, the chairperson of the Board as of such time.

“Code” means the Internal Revenue Code of 1986, as amended.

“Company Minimum Gain” means “partnership minimum gain” as set forth in Treasury Regulations Section 1.704-2(d).

“Competitor” means, as of any time of determination, (a) any Person that is identified by name on the Restricted List as of such time of determination, which may include one or more Investment Funds, (b) any Person that is engaged in competition with the Company or any of its Subsidiaries as of such time, as reasonably determined by the Board, and (c) any Person that is an Affiliate of any Person referred to in clause (a) or clause (b) that is reasonably identifiable as an Affiliate of any such Person on the basis of such Affiliate’s name; provided, that, solely with respect to clause (b), a Competitor shall not include (i) any Investment Fund or (ii) any Entity that is formed by an Investment Fund and whose only assets are or will be (after giving effect to any proposed or contemplated transfer or assignment of Units or other securities or indebtedness of the Company or any of its Subsidiaries), directly or indirectly, Units or other securities or indebtedness of the Company or any of its Subsidiaries (it being understood that a Person described in clause (i) or clause (ii) may be a Competitor under clause (a) or clause (c)).

“Covered Person” means (a) any Member, (b) any Affiliate of a Member, (c) any Person serving or having served as a Manager or a member of any committee of the Board, (d) any Person serving or having served as an officer of the Company, (e) any Observer, (f) the Company Representative and any Affiliate of the Company Representative, and (g) any Person who is or was a partner, shareholder, member, officer, director, manager, fund adviser, investment adviser, investment manager, controlling person, employee, consultant, counsel,

representative or agent of a Member or the Company Representative or any Affiliate of a Member or the Company Representative (other than the Company or any of its Subsidiaries), in each of the foregoing cases, in any such Person's capacity as such.

"Depreciation" means, for each Allocation Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Allocation Year, except that if the Gross Asset Value of an asset differs from its adjusted basis for U.S. federal income tax purposes at the beginning of such Allocation Year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the U.S. federal income tax depreciation, amortization, or other cost recovery deduction for such Allocation Year bears to such beginning adjusted tax basis. If any asset shall have a zero adjusted basis for U.S. federal income tax purposes, Depreciation shall be determined utilizing any reasonable method determined by the Board.

"Designating Group" means any of the following groups of Members: (a) the Golub Members, (b) the LCM Members and (c) any group of Members (which may be a single Member) that acquires a Designation Right pursuant to Section 6.2(e); provided, that any group of Members described in any of clauses (a)-(c) of this definition will cease to be a "Designating Group" once the Members in such group do not have a Designation Right.

"Designating Members" means, as of any time of determination, the Members that are included in any Designating Group as of such time; and "Designating Member" means any one of the Designating Members.

"Designation Right" means the right of any Designating Group to designate any Managers pursuant to Section 6.2(b) or Section 6.2(e), as applicable.

"Distribution" means any distribution by the Company to any Member (in its capacity as such), including distributions payable in cash, property or securities and including by means of distribution, redemption, repurchase or liquidation, except that none of the following shall be a Distribution: (a) any subdivision (by Unit split or otherwise) or any combination (by reverse Unit split or otherwise) of all outstanding Units of any class or series, and (b) any repurchases by the Company of Units from a Management Holder following termination of his or her employment with the Company or any of its Subsidiaries or termination of his or her service as a Manager or any member of any Subsidiary Governing Body.

"Entity" means any corporation, partnership, limited liability company, limited liability partnership, joint stock company, joint venture, estate, association, trust, unincorporated organization or association, business trust, tenancy in common or other legal entity.

"Equity Interests" means, with respect to any Person, any capital stock (including common stock and preferred stock), limited liability company interests, partnership interests or other equity, ownership, membership, beneficial or profits interests of such Person (however designated).

"ERISA" means the U.S. Employee Retirement Income Security Act of 1974, as amended from time to time.

“Excepted Transaction” means (a) any transaction or agreement entered into, consummated or effected on the Effective Date pursuant to the Definitive Documents (as defined in the Transaction Support Agreement) and (b) any transaction expressly permitted or required by this Agreement, including (i) any Distributions pursuant to Article 13 or Article 15, and (ii) issuances of Additional Securities in accordance with Section 9.6.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“Excluded Issuance” means any issuance of Additional Securities (a) by means of a *pro rata* distribution to all holders of any class or series of Units, (b) pursuant to any Management Incentive Plan or other compensation, incentive or similar plan, agreement or arrangement approved by the Board to managers, officers, employees or consultants of the Company or any of its Subsidiaries in connection with their service as managers or directors of the Company or any of its Subsidiaries, their employment by the Company or any of its Subsidiaries, or their retention by the Company or any of its Subsidiaries, (c) in a public offering of equity securities of the Company or any of its Subsidiaries or any Reorganized Issuer, (d) pursuant to the conversion, exchange or exercise of any options, warrants or other securities granted after the Effective Date so long as the initial sale, issuance or grant of such options, warrants or other securities complied with the terms of Section 9.6, (e) as consideration for an acquisition (whether by equity sale, merger, recapitalization, asset purchase or otherwise) by the Company or any of its Subsidiaries of another Person (or portion thereof) so long as such Additional Securities are only issued to the counterparty to such acquisition (or to such counterparty’s Affiliates) and in no event to any Member or any Affiliate of a Member, (f) in connection with the financing or refinancing of any indebtedness or debt securities of the Company or any of its Subsidiaries (including as an equity kicker in connection therewith) where such lender or investor is not then a Member or an Affiliate of a Member, unless such Member or such Affiliate is a Participating Lender in a Specified Financing, or (g) in connection with a joint venture, partnership or strategic alliance by the Company or any of its Subsidiaries with another Person so long as such Additional Securities are only issued to such Person (or to such Person’s Affiliates) and in no event to any Member or an Affiliate of a Member.

“Excluded ROFO Transfer” means, with respect to any Member, any Transfer of Units made by such Member: (a) to any Affiliate of such Member, (b) in the case of any Member that is an investment fund, account or other investment vehicle, as an in-kind distribution to its partners, members or accountholders (including any such distribution that is made in connection with a winding up or liquidation of such Member), (c) in the case of any Member that is a nominee, investment manager, advisor or subadvisor for a beneficial owner of Units, to such beneficial owner or to a Person that will serve as a nominee, investment manager, advisor or subadvisor for such beneficial owner with respect to such Units, (d) that does not exceed, taken together with all other Units transferred by such Member and all of its Affiliates at any time during the twelve (12) month period ending on the date of such Transfer (excluding (x) Transfers made pursuant to Section 9.3, (y) Transfers made pursuant to Section 9.4 and such Member and/or any such Affiliate is a Tag-Along Seller and (z) Transfers made in compliance with Section 9.7 (other than any Excluded ROFO Transfer described in this clause (d)), one percent (1.0%) of the issued and outstanding Class A Units as of the date of such Transfer, (e) in connection with a Drag-Along Transaction pursuant to Section 9.3 and such Member is a

Dragged Member or a Selling Member, (f) in connection with a Tag-Along Transaction pursuant to Section 9.4 and such Member is a Tag-Along Seller, and (g) to the Company following termination of such Member's employment with the Company or any of its Subsidiaries or termination of such Member's service as a Manager or any member of any Subsidiary Governing Body.

"Excluded Tag-Along Transfer" means, with respect to any Member, any Transfer of Class A Units made by such Member: (a) to any Affiliate of such Member, (b) in the case of any Member that is an investment fund, account or other investment vehicle, as an in-kind distribution to its partners, members or accountholders (including any such distribution that is made in connection with a winding up or liquidation of such Member), (c) in the case of any Member that is a nominee, investment manager, advisor or subadvisor for a beneficial owner of Class A Units, to such beneficial owner or to a Person that will serve as a nominee, investment manager, advisor or subadvisor for such beneficial owner with respect to such Class A Units, (d) in connection with a Drag-Along Transaction pursuant to Section 9.3 and such Member is a Dragged Member or a Selling Member, (e) in connection with a Tag-Along Transaction pursuant to Section 9.4 and such Member is a Tag-Along Seller, and (f) to ROFO Members pursuant to Section 9.7.

"Existing Lenders" means, with respect to any Specified Financing, holders of indebtedness or debt securities of the Company or any of its Subsidiaries immediately prior to the consummation of such Specified Financing.

"Fair Market Value" means, with respect to any property or asset, the amount at which a willing buyer would pay to a willing seller for such property or asset in an arms' length transaction, where neither party is under any compulsion to buy or sell, and both such parties are ready, willing and able to engage in such transaction and well informed about such property or asset, as reasonably determined by the Board.

"Family Member" means, with respect to any individual, (a) any Related Person of such individual or (b) any trust, limited partnership, limited liability company or other Entity, the sole owners or beneficiaries of which are such individual and/or one or more of such individual's Related Persons.

"FinCEN" means the Financial Crimes Enforcement Network, a bureau of the U.S. Department of the Treasury, or any successor bureau or agency.

"Fiscal Quarter" means each quarterly accounting period as may be established by the Board or as required by the Code.

"GAAP" means generally accepted accounting principles in effect in the United States from time to time consistently applied.

"Golub Members" means, collectively, any Affiliates of Golub Capital LLC that own or hold Class A Units, so long as any such Affiliate remains an Affiliate of Golub Capital LLC. Any consent, approval, decision (including any decision as to whether a Person, action or thing is acceptable), determination, designation, identification, direction, specification, request, removal, instruction or other action to be provided, granted, given, made, performed, rendered or

otherwise taken by the Golub Members pursuant to this Agreement at any time shall be provided, granted, given, made, performed, rendered or otherwise taken by the Golub Members that own or hold a majority of the Class A Units owned or held by all of the Golub Members at such time. For the avoidance of doubt, a Person that does not own or hold Class A Units as of any time of determination shall not constitute a Golub Member as of such time.

“Governmental Authority” means any nation or government, any state or other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, body, commission or instrumentality of the United States or any other nation, or any state or other political subdivision thereof, any court, tribunal or arbitrator and any self-regulatory organization.

“Gross Asset Value” means, with respect to any asset, the asset’s adjusted basis for U.S. federal income tax purposes, except as follows:

(a) the initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross Fair Market Value of such asset;

(b) the Gross Asset Values of all Company assets shall be adjusted to equal their respective gross Fair Market Values as of the times set forth in Treasury Regulations Sections 1.704-1(b)(2)(iv)(f)(5); provided, however, that adjustments pursuant to this paragraph (b) shall be made only if the Board determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members;

(c) the Gross Asset Value of any Company asset distributed to a Member shall be the gross Fair Market Value of such asset on the date of distribution;

(d) the Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) and Section 12.2(g); provided, however, that Gross Asset Values shall not be adjusted pursuant to this paragraph (d) to the extent the adjustment pursuant to paragraph (b) hereof is made in connection with the transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

(e) if the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraphs (a), (b), or (d), such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

“Holder Managers” means the individuals designated by any Designating Group to serve as a Manager pursuant to the Designation Right of such Designating Group; and each such individual shall be referred to, individually, as a “Holder Manager”.

“Hurdle Amount” means, in respect of any Class B Unit that is intended to be treated as a “profits interest”, an amount determined by the Board, which amount shall not be less than the

amount necessary to cause such Class B Unit to constitute a “profits interest” in the Company within the meaning of Revenue Procedure 93-27, 1993-2 C.B. 343, as clarified by Revenue Procedure 2001-43, 2001-2 C.B. 191.

“Independent Manager” means any Manager who is neither (a) an employee of the Company or any of its Subsidiaries, nor (b) an employee of any Member or any Affiliate of any Member as of the time such Manager is designated or appointed to the Board or at any time three (3) months prior to such time.

“Interest” means all or any part of a Member’s equity, ownership, membership, profit or other right, title and interest in the Company in such Member’s capacity as a Member, including all of such Member’s rights in Profits, Losses and Distributions and all of such Member’s rights under this Agreement.

“Investment Company Act” means the Investment Company Act of 1940, as amended.

“Investment Fund” means a *bona fide* investment fund or other investment vehicle, such as a hedge fund, private equity fund, an account, a share trust, an investment trust, an investment company, a pension fund or an insurance company, in each case, the business, operations or assets of which are held for investment purposes and the investments in which are professionally managed.

“IPO” means the first underwritten public offering of the common equity securities of the Company (or any successor or Subsidiary of the Company, including any Reorganized Issuer) following the Effective Date pursuant to an effective registration statement under the Securities Act filed with the SEC that results in such common equity being listed on a national securities exchange or quoted on the Nasdaq Stock Market.

“Joinder Agreement” means a Joinder Agreement in the form of Exhibit B attached hereto.

“LCM Members” means, collectively, any Affiliates of LCM Asset Management LLC that own or hold Class A Units, so long as any such Affiliate remains an Affiliate of LCM Asset Management LLC. Any consent, approval, decision (including any decision as to whether a Person, action or thing is acceptable), determination, designation, identification, direction, specification, request, removal, instruction or other action to be provided, granted, given, made, performed, rendered or otherwise taken by the LCM Members pursuant to this Agreement at any time shall be provided, granted, given, made, performed, rendered or otherwise taken by the LCM Members that own or hold a majority of the Class A Units owned or held by all of the LCM Members at such time. For the avoidance of doubt, a Person that does not own or hold Class A Units as of any time of determination shall not constitute a LCM Member as of such time.

“Liens” means any lien, encumbrance, claim, right, demand, charge, mortgage, deed of trust, option, pledge, security interest or similar interest, title defect, hypothecation, easement, right of way, restrictive covenant, encroachment, right of first refusal, preemptive right, judgment, conditional sale or other title retention agreement and all other impositions, imperfections, defects, limitations or restrictions of any nature or kind whatsoever.

“Major Member” means each Member that, as of the Effective Date (immediately after giving effect to the consummation of the Restructuring Transactions to occur on or as of the Effective Date, including all payments and distributions to be made on or as of the Effective Date), owns or holds (together with its Affiliates) at least five percent (5.0%) of the issued and outstanding Class A Units as of the Effective Date (immediately after giving effect to the consummation of the Restructuring Transactions to occur on or as of the Effective Date, including all payments and distributions to be made on or as of the Effective Date); provided, however, that any such Member will permanently cease to be a “Major Member” once such Member owns or holds (together with its Affiliates) less than five percent (5.0%) of the issued and outstanding Class A Units at any time after the Effective Date; provided, that if any such Member owns or holds (together with its Affiliates) less than five percent (5.0%) of the issued and outstanding Class A Units at any time after the Effective Date as a result of the sale or issuance of Additional Securities pursuant to Section 9.6(d), then such Member shall not cease to be a Major Member as a result of such sale or issuance unless such Member owns or holds (together with its Affiliates) less than five percent (5.0%) of the issued and outstanding Class A Units after the consummation of the sale or issuance of Additional Securities to Other Preemptive Members pursuant to Section 9.6(d), if any.

“Majority Members” means, as of any time of determination, Members that collectively own or hold greater than fifty percent (50.0%) of the issued and outstanding Class A Units as of such time; provided, that, solely for purposes of determining “Majority Members” under Section 15.1(a), the reference to “Class A Units” set forth in the portion of this definition preceding this proviso shall be deemed to be a reference to “Class A Units and Class B Units (treated as one class of Units)”.

“Majority Specified Members” means, as of any time of determination, Specified Members as of such time who collectively own or hold greater than fifty percent (50.0%) of the issued and outstanding Class A Units owned or held by all Specified Members as of such time.

“Management Holders” means (a) members of the Board or any of the Subsidiary Governing Bodies and (b) employees of or consultants to the Company or any of its Subsidiaries, in any such case who are selected by the Board (or any applicable committee thereof) to participate in any Management Incentive Plan.

“Management Incentive Plan” means any management incentive plan established by the Board to provide incentives to Management Holders in the form of Class B Units or other equity or equity-based awards, as may be amended, supplemented, amended and restated or otherwise modified from time to time.

“Manager” means a manager serving on the Board at any given time.

“Member Nonrecourse Debt” means “partner nonrecourse debt” as set forth in Treasury Regulations Section 1.704-2(b)(4).

“Member Nonrecourse Debt Minimum Gain” means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such

Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Sections 1.704-2(i)(2) and (3).

“Member Nonrecourse Deductions” means “partner nonrecourse deductions” as set forth in Treasury Regulations Sections 1.704-2(i)(1) and (2).

“Nonrecourse Deductions” has the meaning set forth in Treasury Regulations Sections 1.704-2(b)(1) and 1.704-2(c).

“Nonrecourse Liability” has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

“Permitted Liens” means Liens that are imposed (a) by this Agreement or (b) under applicable securities laws.

“Person” means an individual, an Entity, or a Governmental Authority.

“Personal Representative” means the legal representative (including a guardian, executor, administrator or conservator) of a deceased or incompetent Member that is an individual.

“Plan Asset Regulation” means the regulation issued by the U.S. Department of Labor at 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA.

“Plan of Reorganization” means the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, as confirmed by the Bankruptcy Court on [●], 2025, and including all exhibits and supplements thereto.

“Profits” and “Losses” means, for each Allocation Year, an amount equal to the Company’s taxable income or loss for such Allocation Year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments (without duplication):

(a) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition of “Profits” and “Losses” shall be added to such taxable income or loss;

(b) any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition of “Profits” and “Losses,” shall be subtracted from such taxable income or loss;

(c) in the event the Gross Asset Value of any Company asset is adjusted pursuant to paragraph (b) or paragraph (c) in the definition of “Gross Asset Value,” the amount of such adjustment shall be taken into account as gain or loss from the disposition of such Company asset for purposes of computing Profits or Losses;

(d) gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(e) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Allocation Year, computed in accordance with the definition thereof;

(f) to the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's Units, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits and Losses; and

(g) notwithstanding any other provision of this definition of "Profits" and "Losses," any items that are specially allocated under this Agreement shall not be taken into account in computing Profits or Losses.

"Regulations" or "Treasury Regulations" means the income tax regulations promulgated under the Code as such regulations may be amended from time to time (including Temporary Regulations).

"Related Fund" means, with respect to any Person, any fund, account or investment vehicle that is controlled, managed or advised by (a) such Person, (b) an Affiliate of such Person or (c) the same investment manager, advisor or subadvisor that controls, manages or advises such Person or an Affiliate of such investment manager, advisor or subadvisor.

"Related Person" means, with respect to any individual, any of such individual's parents, spouse, siblings, children and grandchildren.

"Required Manager Approval" means the affirmative vote of 66-2/3% or more of the votes of all of the Managers present and entitled to vote at a meeting of the Board at which a quorum is present; provided, that the votes of the CEO Manager shall be excluded for all purposes of this calculation. For the avoidance of doubt, if there is a meeting of the Board and (a) five (5) Managers are present and entitled to vote at such meeting, then Required Manager Approval shall require the affirmative vote of at least three (3) Managers (excluding the CEO Manager), and (b) four (4) Managers (including the CEO Manager) are present and entitled to vote at such meeting, then Required Manager Approval shall require the affirmative vote of at least two (2) Managers (excluding the CEO Manager). The Required Manager Approval may also be provided by written consent if a consent or consents in writing is/are signed by the Managers holding not less than the total number of votes that would be necessary to authorize

the action by Required Manager Approval at a meeting of the Board at which all Managers then in office were present and voted.

“Restricted List” means a schedule or list of disqualified transferees as determined by the Board, as such schedule or list may be amended, supplemented, updated or modified from time to time by the Board. Any reference in this Agreement to the Restricted List as of any time of determination shall mean the schedule or list referred to in the immediately preceding sentence that was most recently provided by the Company to the Members that own or hold Class A Units, including by posting any such schedule or list to the website referred to in Section 17.2.

“Restructuring Transactions” has the meaning given to such term in the Plan of Reorganization.

“ROFO Transaction” means a Transfer of all or any portion of a Member’s Units to any Person or “group” (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision), other than a Transfer that constitutes an Excluded ROFO Transfer.

“Sale Transaction” means the sale, lease, transfer, issuance or other disposition, in one transaction or a series of related transactions, of (a) all or substantially all of the consolidated assets of the Company and its Subsidiaries (including by or through the issuance, sale, contribution, transfer or other disposition (including by way of reorganization, merger, share or unit exchange, consolidation or other business combination) of at least a majority of the aggregate voting power of the Voting Securities of any direct and/or indirect Subsidiary or Subsidiaries of the Company if substantially all of the consolidated assets of the Company and its Subsidiaries are held by such Subsidiary or Subsidiaries) or (b) at least a majority of the then-issued and outstanding Class A Units (whether directly or indirectly or by way of any merger, share or unit exchange, recapitalization, sale or contribution of equity, tender offer, reclassification, consolidation or other business combination transaction or purchase of beneficial ownership) to (in either case of clause (a) or clause (b)) any Person or “group” (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision).

“Sanctions” means any economic, trade, or financial sanctions laws, regulations, embargoes, restrictive measures or other similar measures enacted, administered, imposed or enforced by any Sanctions Authority.

“Sanctions Authority” means any relevant Governmental Authority in the United States, the United Kingdom, the European Union or its member States, or other relevant jurisdiction, including but not limited to: the U.S. Treasury Department’s Office of Foreign Asset Control (OFAC), the U.S. State Department, the United Nations Security Council, and His Majesty’s Treasury.

“Sanctioned Person” means, at any time of determination, any Person that is the target of Sanctions as of such time or owned or controlled, directly or indirectly, by a Person that is the target of Sanctions as of such time.

“SEC” means the United States Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Significant Member” means, as of any time of determination, any Member that owns or holds (together with its Affiliates) five percent (5.0%) or more of the issued and outstanding Class A Units as of such time.

“Specified Financing” means any financing or refinancing of any indebtedness or debt securities of the Company or any of its Subsidiaries that is consummated with any Existing Lender or any Affiliate of any Existing Lender (collectively, “Participating Lenders”) pursuant to an opportunity that was made available to such Existing Lender on account of any class of indebtedness or debt securities held by such Existing Lender; provided, that each Existing Lender that holds indebtedness or debt securities of such class, in its capacity as such, has been offered a bona fide opportunity to fund or otherwise provide its pro rata share of the indebtedness or debt securities on the same terms (other than bona fide backstop fees and reimbursement of counsel fees and other expenses in connection with the negotiation of the terms of such financing or refinancing) as such Participating Lenders (it being understood that first-out loans and second-out loans are different classes of loans).

“Specified Members” means, as of any time of determination, Members that do not have a Designation Right as of such time. Any consent, approval, decision (including any decision as to whether a Person, action or thing is acceptable), determination, designation, identification, direction, specification, request, removal, instruction or other action to be provided, granted, given, made, performed, rendered or otherwise taken by the Specified Members pursuant to this Agreement at any time shall be provided, granted, given, made, performed, rendered or otherwise taken by the Majority Specified Members; provided, however, that for purposes of designating the Independent Designee pursuant to Section 6.2(b)(iii) or filling a vacancy on the Board resulting from the Independent Designee ceasing to serve as a member of the Board (which vacancy shall be filled pursuant to Section 6.14), the Specified Members may act by either (a) the vote of Specified Members holding a plurality of the votes of the Class A Units present in person or represented by proxy at a meeting of Specified Members called for purposes of authorizing, approving or otherwise considering any such action, or (b) Majority Specified Members acting by written consent. For the avoidance of doubt, a Person that does not own or hold Class A Units as of any time of determination shall not constitute a Specified Member as of such time.

“Subsidiary” means, as of any time of determination and with respect to any specified Person, any limited liability company, partnership, limited partnership, joint venture, association, or other Entity (a) more than a majority of the aggregate voting power of the Voting Securities of which is, as of such time, directly or indirectly owned by such Person, or (b) in which such Person, directly or indirectly, owns more than fifty percent (50.0%) of the equity economic interest thereof.

“Subsidiary Governing Body” means the board of directors, the board of managers or other governing body (including any committee of any such governing body) of each Subsidiary of the Company.

“Super-Majority Members” means, as of any time of determination, Members that collectively own or hold at least sixty-six percent (66.0%) of the issued and outstanding Class A Units as of such time.

“Tag-Along Transaction” means any transaction or series of related transactions involving a Transfer (excluding any Excluded Tag-Along Transfer) by one or more Members of Class A Units that represent, in the aggregate, forty percent (40.0%) or more of all of the Class A Units that are issued and outstanding at the time of such transaction (or, in the case of a series of related transactions, at the time of the first transaction in such series of related transactions) to any Person or “group” (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision).

“Transaction Support Agreement” has the meaning given to such term in the Plan of Reorganization.

“Transfer” means any direct or indirect sale, transfer, gift, hypothecation, pledge, assignment, devise or other disposition of Units (including (x) a disposition under judicial order, legal process, execution, attachment, foreclosure or enforcement of a Lien and (y) the granting of any option or entering into any agreement for the future sale, transfer or other disposition of Units), whether voluntary or involuntary, whether of record, constructively or beneficially, whether with or without consideration, and whether by operation of law or otherwise, including by recapitalization, merger, consolidation, division, liquidation, dissolution, dividend, distribution or otherwise. Notwithstanding the foregoing, any transaction in which a Member lends, borrows or sells with an agreement to repurchase any Units to or from brokers, banks, or other financial institutions for the purpose of effecting margin transactions, or pledges, hypothecates, grants a security interest in, lien on or otherwise encumbers Units in connection with such Member’s or any of its Affiliates’ financing arrangements, in any such case in the ordinary course of business of such Member, shall not constitute a Transfer of Units for purposes of this Agreement; provided, however, that any foreclosure (including the retention of Units in satisfaction of any obligations) on Units by any such broker, bank or other financial institution in accordance with such margin transactions and financing arrangements shall be deemed a Transfer of Units for purposes of this Agreement. The terms “Transferee,” “Transferring,” “Transferor,” “Transferred,” and other forms of the word “Transfer” shall have the correlative meanings.

“Transfer Agent” means any bank, trust company or other Person (including the Company or one of its Affiliates, or any officer of the Company) as shall be appointed from time to time by the Company to act as registrar and transfer agent for the Units or any other Interests.

“United States” or “U.S.” means the United States of America.

“Voting Securities” means, with respect to any Person, the Equity Interests of such Person the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such Person.

Additional Definitions. The following terms have the meanings set forth in the Sections set forth below:

<u>Defined Term</u>	<u>Location</u>
“Acceptance Notice”	9.4(b)
“Act”	Recitals
“Additional Securities”	9.6(a)
“Affiliate Transaction”	6.18
“Agreement”	Preamble
“Assistant Treasurers”	7.10
“Assistant Secretaries”	7.10
“BB Act”	10.5(a)
“Board”	6.1(a)
“BOI Reports”	4.7(a)
“CEO Manager”	6.2(b)(v)
“Certificate of Formation”	Recitals
“Chief Executive Officer”	7.4
“Chief Financial Officer”	7.5
“Class A Units”	5.1
“Class B Units”	5.1
“Company”	Preamble
“Company Representative”	10.5(a)
“Company Securities”	21.3
“Confidential Information”	20.1
“Confidentiality Period”	20.1
“control”	Definition of “Affiliate”
“Controller”	7.6
“Conversion Units”	9.1(a)(ii)

<u>Defined Term</u>	<u>Location</u>
“Corporate Conversion”	21.2
“Counterparty”	9.8
“Counterparty Excluded Information”	9.8
“Damages”	8.2(a)
“Designation Notice”	6.2(d)
“Drag-Along Transaction”	9.3(a)
“Drag-Along Transaction Documents”	9.3(b)(iv)
“Drag Notice”	9.3(a)
“Dragged Members”	9.3(a)
“Effective Date”	Preamble
“e-mail”	19.5
“Fiscal Year”	10.1
“flow-through entity”	18.1(g)
“Identified Person”	8.5(a)
“Indebtedness”	5.8
“Independent Designee”	6.2(b)(iii)
“Initial LLC Agreement”	Recitals
“Initial Member”	Recitals
“Initiating Holders”	9.4(a)
“Investment Documents”	9.3(b)(v)
“Meeting”	6.20(a)
“Member”	Preamble
“Member Beneficial Ownership Information”	4.7(b)

<u>Defined Term</u>	<u>Location</u>
“Observer”	6.20(a)
“Observer Member”	6.20(a)
“Offered Units”	9.7(a)
“Offering Member”	9.7(a)
“Opportunity”	8.5(a)
“Other Entity”	8.2(a)
“Other Preemptive Members”	9.6(d)
“Participating Lenders”	Definition of “Specified Financing”
“Preemptive Members”	9.6(a)
“Preemptive Rights Notice”	9.6(a)
“Principal Office”	2.4
“Pro Rata Portion”	9.6(a)
“Proceeding”	8.2(a)
“Proposed Terms”	9.7(a)
“Purchase Notice”	9.7(b)
“Register of Members”	4.1
“Registered Holder”	21.3
“Regulatory Allocations”	12.3
“Related Companies”	8.5(c)
“Reorganized Issuer”	21.2
“Representatives”	20.2(a)(i)
“Right of First Offer”	9.7(b)
“ROFO Member”	9.7(a)
“ROFO Notice”	9.7(a)

<u>Defined Term</u>	<u>Location</u>
“ROFO Period”	9.7(b)
“ROFO Portion”	9.7(c)
“Sale Notice”	9.4(a)
“Secretary”	7.8
“Selling Members”	9.3(a)
“Specified Insurance”	8.7
“Specified Preemptive Members”	9.6(d)
“Surviving Entity”	9.3(b)(v)
“Tag-Along Sellers”	9.4(a)
“Tag-Along Transaction Documents”	9.4(c)
“Taxing Authority”	13.4
“Third Party Purchaser”	9.3(a)
“Transfer Notice”	9.1(c)
“Treasurer”	7.9
“Unit Reclassification”	5.2(a)
“Units”	5.1
“Vice Presidents”	7.7

1.2 Rules of Construction. Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(a) All references in this Agreement to Articles, Sections, clauses, Schedules and Exhibits shall be deemed to refer to Articles, Sections, clauses, Schedules and Exhibits to, or contained in, this Agreement.

(b) All Exhibits and Schedules attached hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(c) The words “include,” “includes” and “including,” when used herein shall be deemed in each case to be followed by the words “without limitation” (regardless of whether such words or similar words actually appear).

(d) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next succeeding Business Day.

(e) Any reference in this Agreement to Units being owned or held “collectively” by more than one Member and/or other Persons shall not require that such Members and/or other Persons own or hold such Units jointly or otherwise require that all such Members and/or other Persons have ownership interests in, or rights to, all such Units, but rather is intended to describe Units that are owned by all such Members or other Persons in combination with one another.

(f) Any reference in this Agreement to “\$” or “dollars” shall mean United States dollars.

(g) Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(h) The words “herein,” “hereinafter,” “hereof” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

ARTICLE 2 GENERAL

2.1 Limited Liability Company Agreement. The Members agree to continue the Company as a limited liability company under and pursuant to the provisions of the Act, and agree that this Agreement (a) constitutes the “limited liability company agreement” of the Company within the meaning of Section 18-101(9) of the Act, (b) shall be effective as of the Effective Date and (c) shall govern the rights, duties and obligations of the Members and the Managers, except as otherwise expressly required by the Act.

2.2 Name. The name of the Company shall be, and the business of the Company shall be conducted under the name of, “[●]” or under such other name or names as the Board may determine from time to time.

2.3 Term. The term of the Company commenced on [●], 2025 and shall continue perpetually until a certificate of cancellation with respect to the Certificate of Formation shall be filed with the Secretary of State of the State of Delaware and become effective, and the Company is dissolved in accordance with Article 15.

2.4 Business Offices. The location of the principal place of business of the Company shall be [●], or such other place as the Board may from time to time determine (the “Principal

Office”). The Company may have one or more offices at such place or places, either within or outside the State of Delaware, as the Board may from time to time determine or as the business of the Company may require.

2.5 Registered Office and Agent. The Company’s registered agent and registered office in the State of Delaware is Cogency Global, Inc., located at 850 New Burton Rd #201, Dover, Delaware, 19904. At any time and from time to time, the Board may change the Company’s registered agent and registered office in the State of Delaware.

2.6 Qualification in Other Jurisdictions. The Board shall cause the Company to be qualified, formed or registered under assumed or fictitious name statutes or similar laws in any jurisdiction in which the Company transacts business and in which such qualification, formation or registration is required or as the Board determines to be desirable. Any officer or other authorized person of the Company, each as duly authorized by the Board, shall execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

2.7 No State-Law Partnership. The Members intend that the Company not be a partnership (including a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member by virtue of this Agreement (except for tax purposes as set forth in the next sentence of this Section 2.7), and neither this Agreement nor any other document entered into by the Company or any Member relating to the subject matter hereof shall be construed to suggest otherwise. The Members intend that, to the extent an election described in the next sentence is not made, the Company shall be treated as a partnership (other than a ”publicly traded partnership” taxable as a corporation under Code Section 7704) for U.S. federal and, if applicable, state and local income tax purposes, and that each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment, except as otherwise required by law. Without prior Required Manager Approval and the prior approval or written consent of the Board and the Majority Members, the Company shall not make an election to be treated as an association taxable as a corporation for U.S. federal income tax purposes pursuant to Treasury Regulations Section 301.7701-3 (or any successor regulation or provision) or, to the extent applicable, state or local income tax purposes.

ARTICLE 3 PURPOSE OF THE BUSINESS

The purpose and character of the business of the Company shall be to undertake and carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act, and engaging in any and all activities necessary, advisable, convenient or incidental thereto.

ARTICLE 4 MEMBERS; MEETINGS

4.1 Members. The name of each Member, its address, contact information, Capital Contributions, and class or series and number of Units shall be reflected in a register held and maintained by the Transfer Agent (the “Register of Members”). The Company shall instruct and use commercially reasonable efforts to cause the Transfer Agent to amend and update the Register of Members from time to time to reflect the change in any of the information contained therein (including the withdrawal of one or more Members, the admission of one or more additional Members, additional Capital Contributions, forfeitures of Units, Transfers and the issuance of additional Units) only to the extent that the actions resulting in such changes were taken pursuant to, and in accordance with, the terms and conditions of this Agreement, and, if applicable, any applicable Management Incentive Plan and Award Agreement, and that any consents of the Members to such actions required hereunder, if any, were obtained. Any reference in this Agreement to the Register of Members shall be deemed to be a reference to the Register of Members, as amended and updated from time to time. If the Transfer Agent is any Person other than the Company or one of its Affiliates or officers, and such Transfer Agent will not include any particular information in the Register of Members, then the Company shall maintain a register or other record to reflect such information and shall amend and update such register or other record from time to time to reflect any change in any of the information contained therein to the same extent that the Register of Members would be required to be amended and updated by the Transfer Agent pursuant to this Agreement if such information was set forth therein and the Company served as the Transfer Agent, and any requirement or reference in this Agreement that such information shall be, or is, included or set forth in the Register of Members shall instead be a reference to any such register or other record.

4.2 Substituted Members and Additional Members.

(a) In connection with a Transfer of Units that is permitted pursuant to, and is effected in compliance with, the applicable terms of this Agreement, the Transferee of the Units subject to such Transfer shall become a substitute Member, effective on the date of such Transfer (which effective date shall not be earlier than the date of compliance with or waiver of the conditions to such Transfer set forth herein), entitled to all of the rights (excluding any rights of a Member that are not assignable or otherwise transferable pursuant to the terms of this Agreement), and subject to all of the obligations and restrictions, of the transferor Member to the extent of the Units so Transferred. Upon the substitution of a transferee Member, the Company shall instruct and use commercially reasonable efforts to cause the Transfer Agent to amend and update the Register of Members to reflect the substitution of such transferee Member. Any duly substituted Member shall be considered a “Member” for all purposes of this Agreement and the Act. Notwithstanding the requirement that substituted Members execute a Joinder Agreement pursuant to Section 9.1(c), this Agreement shall bind all holders of Units, regardless of whether any such holder executes this Agreement or a Joinder Agreement and by acceptance of Units each holder agrees to be so bound.

(b) Subject to the provisions of this Agreement (including Section 9.6 hereof), the Board may, from time to time in its sole discretion (and without the requirement of any consent or approval of any Member), admit additional Persons as Members and issue to such Persons Units on such terms and conditions (including the Capital Contributions required, the series and class of Units to be issued, the number of Units to be issued and,

if applicable, the vesting schedule of such Units and any forfeiture provisions applicable thereto) as the Board shall determine in its sole discretion. The admission of an additional Member to the Company, and the issuance to such Person by the Company of Units in connection with such admission as a Member, shall be subject to the satisfaction of the following conditions: (i) such additional Member shall have become a party to this Agreement by executing and delivering to the Company a Joinder Agreement (duly completed) and such other written documentation as the Board may require in connection with such admission and issuance (including an AI Questionnaire and an IRS Form W-9 or appropriate IRS Form W-8, as applicable), (ii) such issuance of Units shall not require the Company to register any Units under the Exchange Act (as a result of the number of holders of Units or otherwise), unless, at the time of such issuance, the Company is already subject to the reporting obligations under Section 13 or Section 15(d) of the Exchange Act, (iii) the compliance with all applicable laws and regulations (including securities laws) relating to such admission and issuance, (iv) such issuance of Units shall not cause the Company to be treated as an association taxable as a corporation or as a “publicly traded partnership” for U.S. federal income tax purposes, (v) such issuance of Units shall not cause the Company to be required to register as an “investment company” under the Investment Company Act, (vi) such issuance of Units shall not cause the underlying assets of the Company to be deemed “plan assets” as defined under and pursuant to the Plan Asset Regulation or constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, and (vii) such additional Member shall not be a Competitor or a Sanctioned Person. Upon the admission of a new Member, the Company shall instruct and use commercially reasonable efforts to cause the Transfer Agent to amend and update the Register of Members to reflect the addition of such new Member. Any duly admitted new Member shall be considered a “Member” for all purposes of this Agreement and the Act. Notwithstanding the requirement that additional Members execute a Joinder Agreement, this Agreement shall bind all holders of Units, regardless of whether any such holder executes this Agreement or a Joinder Agreement, and by acceptance of Units each holder agrees to be so bound.

4.3 Member Meetings.

(a) *Meetings.* Meetings of the Members may be called for any purpose at any time by the Board or by Members who collectively own or hold at least twenty percent (20.0%) of the issued and outstanding Class A Units (determined as of the time that such meeting is called). Anything in this Agreement to the contrary notwithstanding, no regular, special or other meetings of the Members are required to be held.

(b) *Place of Meetings.* Member meetings may be held (i) at any place within or outside the State of Delaware designated by the Board or the Members calling any such meeting, and/or (ii) if the Board or the Members calling any such meeting so determine, by means of remote communication in accordance with Section 4.3(k). In the absence of any other designation by the Board or the Members calling any such meeting, Member meetings shall be held at the Principal Office.

(c) *Notice of Meetings.* Not less than five (5) Business Days prior to any Member meeting, notice of the place, if any, the purpose and the date and time of such meeting shall be delivered by the Secretary to each Member entitled to vote at such meeting in accordance with Section 19.5. Presence of a Member (in person or by duly authorized proxy) at a meeting shall constitute waiver of notice by such Member, except where a Member (in person or by duly authorized proxy) participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened and does not at such meeting vote for or assent to action taken at such meeting.

(d) *Quorum.* The holders of more than fifty percent (50.0%) of the aggregate voting power of the then-issued and outstanding Units entitled to vote on a matter to be presented at a Member meeting, either present in person or represented by proxy, shall constitute a quorum with respect to action on such matter, and action may be taken with respect to any matter presented at the meeting only if a quorum exists with respect to such matter.

(e) *Voting.* Every Member entitled to vote its Units on any matter to be presented at a Member meeting shall be entitled, with respect to such matter, to one (1) vote for each such Unit held of record by such Member on the record date designated for such meeting. Whenever any action is to be taken with respect to any matter by vote of the Members, such action shall be authorized by the affirmative vote of holders of a majority of the aggregate voting power of the then-issued and outstanding Units entitled to vote on such matter, unless the express provisions of this Agreement require a different vote (including any provision of this Agreement that requires any matter to be approved by the Majority Members, the Specified Members or the Super-Majority Members), in which case such express provisions shall govern and control.

(f) *Adjournment.* Notwithstanding any other provision of this Agreement, if a quorum is not present at any Member meeting, such meeting may be adjourned by announcement of the chairperson of the meeting or by affirmative vote of the holders of a majority of the aggregate voting power of the Units that are present in person or represented by proxy at such meeting and are entitled to vote on one or more matters to be presented at such meeting. Notice of an adjournment need not be given to the Members if the time and place of the adjourned meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting, any business may be transacted which might have been transacted at the original meeting. However, if the adjournment is for more than thirty (30) days from the date of the original meeting, or if after the adjournment a new record date is fixed for the adjourned meeting, a new notice of the adjourned meeting shall be given in accordance with Section 4.3(c) to each Member of record entitled to vote at such adjourned meeting.

(g) *Record Date.* Unless otherwise determined by the Board, the date on which notice of a Member meeting is first sent shall be the record date for the determination of Members entitled to notice of or to vote at such meeting (including any adjournment thereof). The record date for determining Members entitled to express consent to action in writing without a meeting shall be the first date on which a signed

written consent setting forth the action taken or proposed to be taken is delivered to the Company.

(h) *Proxies.* Each Member may authorize another Person or Persons to act for him, her or it by proxy by an instrument executed in writing and delivered to the Company in accordance with Section 19.5 before or at the time of the meeting or execution of a written consent, as the case may be. Should a proxy designate two or more Persons to act as proxies, unless that instrument shall provide to the contrary, a majority of such Persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one such Person is present, then such powers may be exercised by that Person; or if an even number of such Persons attend and a majority do not agree on any particular issue, the Company shall not be required to recognize such proxy with respect to such issue if such proxy does not specify how the Units that are the subject of such proxy are to be voted with respect to such issue. The appointment of a proxy shall be effective for eleven (11) months from the date of such appointment unless a different period is expressly specified in the appointment form. A proxy may only be voted or acted upon by its holder in accordance with written instructions of the Member granting such proxy. Except as otherwise limited therein, proxies shall entitle the individuals authorized to vote at a meeting thereby to vote at any adjournment or postponement of such meeting. A proxy purporting to be executed by or on behalf of a Member shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger. Subject to the above, any proxy may be revoked if an instrument revoking it or a proxy bearing a later date is delivered to the Company in accordance with Section 19.5.

(i) *Conduct of Member Meetings.* The Chairperson or, in the Chairperson's absence, the Chief Executive Officer (or, in the Chief Executive Officer's absence, any Vice President) shall call meetings of the Members to order and act as chairperson of such meetings. In the absence of said officers, any Member entitled to vote at the meeting, or any proxy of any such Member, may call the meeting to order and a chairperson shall be elected by the affirmative vote of holders of a majority of the voting power of the Units present in person or represented by proxy and entitled to vote on any matter to be presented at such meeting. The Secretary or any Assistant Secretary or any person appointed as secretary of a meeting of the Members by the chairperson at any meeting of the Members may act as secretary of such meeting. The chairperson of any Member meeting shall determine the order of business and the procedure at such meeting, including such regulation of the manner of voting and the conduct of discussion.

(j) *Action by Written Consent.* Notwithstanding anything contained in this Agreement to the contrary, any action required or permitted by applicable law to be taken at any Member meeting may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the Members that own or hold Units representing not less than the minimum voting power that would be necessary to authorize or take such action at a meeting at which all the Members entitled to vote thereon were present and voted and shall be delivered to the Company in accordance with Section 19.5. An action by written consent

of the Members shall become effective as of the time the last written consent necessary to effect the contemplated action is received by the Company, unless all consents necessary to effect the contemplated action specify a later time, in which case the later time shall be the effective time of such action. Prompt notice (and in any event within ten (10) Business Days after receipt of the written consent by the Company) of the taking of Member action without a meeting by less than unanimous written consent shall be given by the Company to those Members who have not consented in writing and were entitled to vote on the matters that were the subject of such action. Without limiting the foregoing, any provision of this Agreement that requires any matter to be approved by, or permits any action to be taken by, any of the Majority Members, the Specified Members or the Super-Majority Members may be approved or taken by such applicable Members by written consent.

(k) *Meetings by Remote Communication.* One or more, or all, Members may participate in any meeting of the Members through the use of any means of remote communication by which all Persons participating can hear each other at the same time. Any Member participating in a meeting by any such means of remote communication is deemed to be present in person at such meeting, except as set forth in Section 4.3(c).

4.4 Authority of the Members.

(a) Notwithstanding Section 18-402 of the Act, except as expressly authorized in writing by the Board or this Agreement (including Article 7 hereof), no Member, nor any officer, employee or agent of any Member, as such, shall have the authority or power to manage the Company or to act for the Company for any purpose, or to engage in any transaction, make any commitment, enter into any contract or incur any obligation or responsibility (whether as principal, surety or agent) on behalf of, or in the name of, the Company, or bind the Company, or hold itself out to any third party as acting for or on behalf of the Company, all such powers being vested in the Board. To the fullest extent permitted by applicable law, any attempted action in contravention of this Section 4.4 shall be null and void *ab initio* and not binding upon the Company. The Company shall not be responsible or liable for any indebtedness or obligation (including any legal and other professional fees or disbursements) of any Member incurred or arising either before or after the Effective Date, except as provided in Article 8.

(b) Except (i) for the Company Representative acting, subject to the terms hereof, in its capacity as such, (ii) pursuant to a duly authorized proxy in accordance with Section 4.3(h), and (iii) as set forth in Section 9.3, no Member shall have any authority to bind, to act for, to execute any document or instrument on behalf of or to assume any obligation or responsibility on behalf of, any other Member. No Member shall, by virtue of being a Member, be responsible or liable for any indebtedness or obligation of any other Member incurred or arising either before, on or after the Effective Date.

4.5 Limitation on Liability. Except as otherwise provided by applicable law, the debts, obligations and liabilities of the Company, whether arising under contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Covered Person shall be obligated personally for any such debt, obligation or liability of the Company

solely by reason of being a Covered Person. The immediately preceding sentence shall constitute a compromise to which all the Members have consented within the meaning of the Act. Notwithstanding anything contained herein to the contrary, the failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business and affairs under this Agreement or the Act shall not be grounds for imposing personal liability on a Covered Person.

4.6 AI Questionnaire. If any Member that is an Accredited Investor on the date on which such Member became a party to this Agreement shall thereafter cease to be an Accredited Investor, then such Member shall promptly (but in any event no later than ten (10) Business Days after the date on which such Member ceased to be an Accredited Investor) inform the Company in writing of such fact. In addition, the Company shall have the right, at any time and from time to time, to request that any Member complete, execute and deliver to the Company an AI Questionnaire. The Company shall make any such request in writing delivered to the applicable Member in accordance with Section 19.5. If any Member receives any such request, then such Member shall promptly (but in any event no later than ten (10) Business Days after the date on which such Member receives such written request) complete, execute and deliver to the Company an AI Questionnaire. Nothing in this Section 4.6 shall amend, alter or otherwise modify the restriction against Transferring Units to any Person that is not an Accredited Investor pursuant to Section 9.1(a)(vii).

4.7 Beneficial Ownership Reporting. The Members agree to cooperate in a commercially reasonable manner in connection with the compliance by the Company or any of its Subsidiaries with all applicable BOI Laws, including making any adjustments and/or amendments to this Section 4.7 that may be reasonably necessary or appropriate in consideration of additional guidance issued by FinCEN or any other Governmental Authority in respect of the implementation of BOI Laws. Without limitation of the preceding sentence.

(a) The Board shall make or cause to be made any beneficial ownership or related filings or reports (“BOI Reports”) required pursuant to any BOI Laws for the Company or any of its Subsidiaries. The Board shall be entitled to rely on the Member Beneficial Ownership Information provided by the Member(s) pursuant to clause (b) (if any). Each Member shall be entitled to review the portion of the BOI Report (or a summary thereof) of the Company or any of its Subsidiaries that relates to such Member upon reasonable request made at least fifteen (15) days before such BOI Report is due; provided, that a Member’s entitlement to review the portion of the BOI Report relating to such Member will be limited if such review would result in a delay in the filing of the BOI Report beyond its due date. For the avoidance of doubt, the Board shall make the final determination regarding the reporting requirements applicable to the Company and its Subsidiaries under BOI Laws, including the applicability of reporting under the BOI Laws to the Company and its Subsidiaries, the application of an exemption from such reporting for the Company or any of its Subsidiaries, the timing for filing a BOI Report, the contents of a BOI Report, and the need to update any BOI Report.

(b) Each Member shall be responsible for (i) initially determining whether there are any reportable “beneficial owners” under any applicable BOI Laws in respect of the Company or any of its Subsidiaries as a result of such Member’s direct or indirect

ownership and/or control of the Company or any such Subsidiary, (ii) providing “FinCEN identifiers” and such other identifying information as shall be required to comply with any applicable BOI Laws (the “Member Beneficial Ownership Information”) in respect of any such beneficial owners to the Company and the Board as is needed to enable the Company or any of its Subsidiaries to timely comply with its disclosure obligations under any applicable BOI Laws, and (iii) promptly responding to any information and other requests by the Company or the Board in connection with the Company’s or any of its Subsidiaries’ compliance with all applicable BOI Laws, including the Board’s independent assessment to identify reportable beneficial owners under applicable BOI Laws. Each Member further represents, warrants and agrees that (x) within a reasonable time after a request by the Company, but no later than five (5) Business Days after the Company makes such request, it will provide the Company and the Board with all of such Member’s applicable Member Beneficial Ownership Information; provided, that if the Company requires a response within five (5) Business Days of such request, then the Company will provide notice to such Member in such request and such Member will use commercially reasonable efforts to provide the requested Member Beneficial Ownership Information within the timeframe set forth in such request, (y) it will notify the Company and the Board promptly of any updates to or changes to any of its Member Beneficial Ownership Information that would reasonably be expected to require an updated BOI Report in respect of the Company or any of its Subsidiaries under any applicable BOI Laws, and (z) it will use reasonable efforts to ensure that any filings or profiles associated with any Member Beneficial Ownership Information that it has provided in connection with the application for a “FinCEN identifier” will be kept current as and to the extent required by any applicable BOI Laws. Each Member authorizes the disclosure by the Company or any of its Subsidiaries of its Member Beneficial Ownership Information provided pursuant to this clause (b) to the extent necessary to comply with any applicable BOI Laws.

(c) To the extent legally permissible and reasonably practicable, the Members shall keep the Company promptly informed of each notice or other communication received from FinCEN or any other Governmental Authority concerning any BOI Reports relating to the Company and/or any of its Subsidiaries, and shall consult in a reasonable manner with the Company prior to communicating with FinCEN or any other Governmental Authority concerning any BOI Reports or compliance with any applicable BOI Laws by the Company and/or any of its Subsidiaries.

(d) Each Member agrees, severally and not jointly, to indemnify and hold harmless the Company, its Subsidiaries, the Board and the other Members from and against any and all liability, damage, cost or expense (including reasonable attorneys’ fees) incurred by them that directly results from any default by such Member in its representations, warranties and agreements under this Section 4.7.

ARTICLE 5 CAPITAL STRUCTURE

5.1 Units. All of the Interests shall be issued in unit increments (each, a “Unit” and, collectively, the “Units”). The Units shall initially be divided into the following classes:

(a) Class A Voting Common Units (the “Class A Units”) and (b) Class B Limited-Voting Common Units (the “Class B Units”). The rights and privileges associated with the Units are as set forth in this Agreement and, in the case of the Class B Units, in any applicable Management Incentive Plan and Award Agreement. References herein to any class or series of Units shall apply to limited liability company interests or other Equity Interests of the Company issued to Members in respect of, in exchange for, or in substitution of, such class or series of Units by reason of any reorganization, recapitalization, reclassification, merger, consolidation, spin-off, partial or complete liquidation, split-up, sale of assets, distribution to unitholders or combination of such class or series of Units or any other change in the Company’s capital structure (including shares or interests of a surviving corporation or other Entity or successor into which units or interests of the Company are exchanged).

5.2 Issuance of Units.

(a) Effective as of the Effective Date, each of the “Common Units” (as defined in the Initial LLC Agreement) that were transferred and delivered by the Initial Member to the recipients thereof as set forth in the Plan of Reorganization, are hereby reclassified as one (1) Class A Unit (the “Unit Reclassification”) such that, effective as of the Effective Date immediately following the Unit Reclassification, there are [●] Class A Units issued and outstanding, all of which are duly authorized and validly issued, fully paid and non-assessable, and free and clear of any Liens, other than Permitted Liens and Liens created by the applicable Member. Except for the [●] Class A Units referred to in the immediately preceding sentence, no other Units or Interests, or options, warrants or other securities that are convertible into, or exchangeable or exercisable for, Units or Interests shall be issued or outstanding on, or immediately after, the Effective Date after giving effect to the consummation of the Restructuring Transactions to occur on or as of the Effective Date and the consummation of the Unit Reclassification.

(b) Subject to compliance with its obligations under Section 9.6 hereof (to the extent applicable), the Board may from time to time cause the Company to authorize, create and/or issue additional Units (of existing or new classes or series) or other equity or equity-based securities of the Company (including creating additional classes or series thereof having such ranking, powers, designations, preferences, rights and obligations as may be determined by the Board in its sole discretion, including ranking, powers, preferences, rights and obligations different from, senior or junior to or more or less favorable than existing classes or series of Units or other equity or equity-based securities of the Company). Such Units or other equity or equity-based securities may be issued for any amount and form of consideration as the Board may determine, including cash or other property, tangible or intangible, received or to be received by the Company or any of its Subsidiaries, or services rendered or to be rendered to the Company or any of its Subsidiaries. In connection with the foregoing, the Board shall have the power to make such amendments or modifications to this Agreement (including any amendment and restatement of this Agreement) in order to provide for such additional Units or equity or equity-based securities (including any Class B Units), and such ranking, powers, designations, preferences, rights and obligations as the Board in its discretion deems necessary or appropriate to give effect to such authorization, creation and/or issuance (including amending this Agreement to incorporate the terms of such class or series of

Units or other equity or equity-based securities of the Company, including economic and governance rights which may be different from, senior or junior to or more or less favorable than the other existing classes or series of Units or other equity or equity-based securities of the Company), all without further vote or action of the Members; provided, however, that if any such amendments or modifications would otherwise require any vote or consent pursuant to any of clauses (i)-(x) of Section 16.1(a) (other than immaterial amendments or modifications), then such vote or consent shall be obtained as a condition to any such amendment or modification.

(c) The Class B Units may be issued from time to time by the Company pursuant to grants to Management Holders under the terms of any Management Incentive Plan; provided, that no Units other than Class B Units can be designated as incentives under any Management Incentive Plan. In addition to the terms and conditions set forth in this Agreement that are applicable to the Class B Units, the Class B Units shall be subject to all of the terms and conditions set forth in any applicable Management Incentive Plan and/or Award Agreement, including any terms relating to vesting and forfeiture, repurchase or redemption rights of the Company and restrictions on Transfer. The Members and the Company agree that in the event of any conflict or inconsistency between the terms of any Management Incentive Plan or any Award Agreement and this Agreement, the terms of this Agreement shall control; provided, however, that any Management Incentive Plan or any Award Agreement may impose greater restrictions on, and/or grant lesser rights to, the Class B Units and the holders thereof than the restrictions and rights set forth in this Agreement. Class B Units may be treated as “profits interests” provided (i) such Class B Units have a Hurdle Amount which shall not be less than the amount that would be distributed to the Members pursuant to Section 15.2(b) in a hypothetical liquidation of the Company if the Company were to sell all of its assets for their Fair Market Value on the date of grant and distribute all of the proceeds from such sale in accordance with Section 15.2, and (ii) such Class B Units are issued to employees and service providers of the Company or any of its Subsidiaries.

(d) Each Member hereby acknowledges that (i) certain of the Class B Units may be issued in the form of profits interests granted in connection with services rendered or to be rendered by the recipients thereof, (ii) the holder of any such Class B Units shall file an election under Code Section 83(b) with respect to such profits interests and provide a copy of such election to the Company, (iii) the Company may be required to adjust the Capital Account of Members and/or make special allocations of Profits and Losses (and related tax items) to appropriately account for the issuance of such profits interests, and (iv) the Company may be required to make special forfeiture allocations of gross items of deduction or loss (including, as may be permitted by or under Treasury Regulations to be adopted, notional items of income, gain, deduction or loss) in accordance with the Treasury Regulations to be adopted under Code Sections 704(b) and 83 or as determined by the Board to account for forfeitures, repurchases or redemptions of Class B Units that have not vested. The Company is authorized and directed to elect the liquidation valuation safe harbor as may be permitted pursuant to or in accordance with any finally promulgated successor rules to proposed Treasury Regulations Section 1.83-3(l) (and any successor provision) and IRS Notice 2005-43, and the Company and each of the Members (including any person to whom an interest in the Company is

transferred in connection with the performance of services) agree to comply with all requirements of such safe harbor with respect to all Units in the Company transferred in connection with the performance of services while such election remains effective.

(e) Upon the issuance of any Class B Units issued in the form of profits interests, the Board shall specify the Hurdle Amount applicable to such Units. Upon the issuance of any Class B Units issued in the form of profits interests, the Company and the Members will (i) treat such Class B Units as outstanding for tax purposes, (ii) treat each holder of such Class B Units as a partner of the Company for tax purposes with respect to such Class B Units, (iii) file all tax returns and reports consistently with the foregoing, and neither the Company nor any of the Members will deduct any amount (as wages, compensation or otherwise) for the fair market value of such Class B Units for U.S. federal income tax purposes, and (iv) treat such Class B Units as “profits interests” under Revenue Procedure 93-27, I.R.B. 1993-24 (June 9, 1993) and Revenue Procedure 2001-43, I.R.B. 2001-34 (August 2, 2001), and the provisions of this Agreement shall be interpreted and applied consistently therewith. The initial Capital Account of each Member in respect of Class B Units owned or held by such Member that are intended to be “profits interests” shall be equal to zero. Each Member that owns or holds Class B Units agrees to take into account its distributive share of all items of income, gain, loss, deduction and credit associated with such Class B Units in computing its U.S. federal income tax liability for the entire period during which it holds the Class B Units as if such Class B Units were fully vested.

5.3 Certificated Units. If the Board so elects, the Units shall be certificated in such form as the Board may from time to time determine. Such certificates shall be signed by any two (2) authorized officers of the Company, and may, but need not, be sealed with the seal of the Company. Any or all of the signatures on the certificate may be by facsimile or electronic signature. In case any officer of the Company who shall have signed, or whose facsimile or electronic signature shall have been placed on, any certificate evidencing Units shall cease for any reason to be such officer before such certificate shall have been issued or delivered by the Company, such certificate may nevertheless be issued and delivered by the Company as though the person who signed such certificate, or whose facsimile or electronic signature shall have been placed thereon, had not ceased to be such officer of the Company.

5.4 Voting Rights.

(a) Except as otherwise provided by non-waivable provisions of applicable law or this Agreement, the holders of Class A Units (in their capacity as such) shall have full voting rights and powers to vote on all matters submitted to the Members for vote, consent or approval (including the matters listed on Schedule A attached hereto), and each holder of Class A Units shall be entitled to one (1) vote for each Class A Unit held of record by such holder on any matter submitted to the Members for approval.

(b) Except as provided in Section 15.1(a), or as otherwise provided by non-waivable provisions of applicable law, the holders of Class B Units (in their capacity as such) shall have no right to vote on any matter submitted to the Members for vote, consent or approval, and the Class B Units shall not be included in determining the

number of Units voting or entitled to vote on such matters (including for purposes of determining whether a quorum is present at any meeting of the Members or whether the requisite number of Member consents have been received for purposes of determining whether an action has been properly authorized by written consent of the Members).

(c) Except as this Agreement expressly provides otherwise or as otherwise expressly provided by non-waivable provisions of applicable law, no holders of Units shall be entitled to any voting rights, and any action which would otherwise be subject to the vote or consent of Members under the Act may be taken by the Company by approval of the Board.

5.5 Record. The Company shall keep and maintain, or cause to be kept and maintained, a record of the name of each Person holding Units, the class or series and number of Units held by each such Person, any Transfer thereof and, in case any Unit is represented by a certificate and such certificate is cancelled, the date of cancellation thereof. Unless otherwise determined by the Board, the Register of Members shall serve as such record. The Person in whose name Units are registered on the Register of Members or such other record as determined by the Board shall be deemed the owner thereof, and thus a holder of record of such Units, for all purposes as regards the Company.

5.6 No Appraisal Rights. The Members agree that no appraisal rights, dissenter's rights or other similar rights shall be available with respect to the Units, and waive all such rights in connection with any amendment of this Agreement or the Certificate of Formation, any merger or consolidation in which the Company is a constituent party, any conversion of the Company to another business form, any division of the Company into two or more other Entities, any transfer to or domestication in any jurisdiction by the Company, the sale of all or substantially all of the Company's assets or otherwise.

5.7 Lost, Destroyed or Mutilated Certificates. Upon receipt of evidence reasonably satisfactory to the Company (an affidavit of the registered holder in customary form will be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing Units, and in the case of any such loss, theft or destruction upon receipt of indemnity reasonably satisfactory to the Company, or, in the case of any such mutilation upon surrender of such certificate, the Company will (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of Units represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

5.8 Creditor Relationships. Anything in this Agreement to the contrary notwithstanding (including Section 6.18), the Company and each of the Members hereby agree and acknowledge that certain Members and/or their Affiliates are also holders of indebtedness and debt securities of, and guarantees thereof by, the Company and its Subsidiaries (collectively, "Indebtedness"), and in such capacity may have interests that are divergent from the Company, its Subsidiaries and/or the other Members, and that under no circumstances will any such Member or any such Affiliate be prohibited from taking any action or enforcing any right entitled to it under the terms of the documentation relating to or governing the Indebtedness held by such Member or such Affiliate or to which it is entitled under law. To the fullest extent

permitted by law, no holder of Indebtedness shall be liable to the Company, any of its Subsidiaries or the other Members for breach of this Agreement or any fiduciary duty by reason of any such activities of such holder, including exercising any rights of such holder under documentation relating to or governing such Indebtedness or to which such holder may be entitled under law, and the Company and each Member hereby irrevocably waive any and all rights to claim any such actions are a breach of this Agreement or the fiduciary duties (if any) of such holder. In addition, any holder of Indebtedness, in exercising its rights as a lender or creditor of the Company or any of its Subsidiaries, including making its decision on whether to foreclose on any collateral security, will have no duty to consider (a) its status or the status of any of its Affiliates as a Member, (b) the interests of the Company, any of its Subsidiaries or any of the Members, or (c) any duty it may have to any other Member, except as may be required under the applicable financing documents relating to such Indebtedness.

ARTICLE 6 MANAGEMENT; OPERATION OF THE COMPANY BUSINESS

6.1 Management of the Company.

(a) Subject to the terms and conditions of this Agreement, the business and affairs of the Company shall be managed by the board of managers of the Company (the “Board”), which shall direct, manage and control the business of the Company. Except where the approval of the Members (including the Majority Members, the Specified Members or the Super-Majority Members) is expressly required by this Agreement or by non-waivable provisions of applicable law, the Board shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company’s business. The enumeration of powers in this Agreement shall not limit the general or implied powers of the Board or any additional powers provided by applicable law. Each Manager shall possess and may enjoy and exercise all of the rights and powers of a “manager” as provided in the Act, and each Manager shall be a “manager” as provided in the Act; provided, however, that (i) no individual Manager shall have the authority to act for or bind the Company without the requisite consent of the Board and (ii) each Manager will be subject only to the obligations, limitations and duties expressly set forth in this Agreement. Except (x) for the Company Representative acting, subject to the terms hereof, in its capacity as such (if the Company Representative is a Member), or (y) pursuant to a duly authorized delegation of authority by the Board, no Member shall have any right, power or authority to act (as agent or otherwise) for, or to bind, the Company in any manner.

(b) Except as expressly provided for in this Agreement or expressly required by non-waivable provisions of applicable law, the Members shall not have voting rights with respect to the management of the Company and shall not be entitled to vote on or consent to or approve or disapprove actions or decisions regarding the Company.

6.2 Board.

(a) The Board shall consist of five (5) Managers. Managers must be natural persons at least eighteen (18) years of age but need not be Members, residents of the State of Delaware or citizens of the United States.

(b) The Board shall be comprised of the following individuals:

(i) (A) for so long as the Golub Members collectively own or hold a number of Class A Units that is equal to or greater than fifty percent (50.0%) of the number of Class A Units owned or held by the Golub Members on or as of the Effective Date (immediately after giving effect to the consummation of the Restructuring Transactions to occur on or as of the Effective Date, including all payments and distributions to be made on or as of the Effective Date) (subject to adjustment for splits, combinations, subdivisions, reclassifications and other events having a similar effect on the Class A Units), two (2) Managers designated by the Golub Members, and (B) for so long as the Golub Members collectively own or hold a number of Class A Units that is equal to or greater than thirty percent (30.0%) of the number of Class A Units owned or held by the Golub Members on or as of the Effective Date (immediately after giving effect to the consummation of the Restructuring Transactions to occur on or as of the Effective Date, including all payments and distributions to be made on or as of the Effective Date) (subject to adjustment for splits, combinations, subdivisions, reclassifications and other events having a similar effect on the Class A Units), but less than fifty percent (50.0%) of the number of Class A Units owned or held by the Golub Members on or as of the Effective Date (immediately after giving effect to the consummation of the Restructuring Transactions to occur on or as of the Effective Date, including all payments and distributions to be made on or as of the Effective Date) (subject to adjustment for splits, combinations, subdivisions, reclassifications and other events having a similar effect on the Class A Units), one (1) Manager designated by the Golub Members;

(ii) for so long as the LCM Members collectively own or hold a number of Class A Units that is equal to or greater than fifty percent (50.0%) of the number of Class A Units owned or held by the LCM Members on or as of the Effective Date (immediately after giving effect to the consummation of the Restructuring Transactions to occur on or as of the Effective Date, including all payments and distributions to be made on or as of the Effective Date) (subject to adjustment for splits, combinations, subdivisions, reclassifications and other events having a similar effect on the Class A Units), one (1) Manager designated by the LCM Members;

(iii) one (1) Independent Manager designated by the Specified Members (the "Independent Designee"); and

(iv) one (1) Manager who shall be the individual serving as the Chief Executive Officer of the Company (the "CEO Manager").

(c) If at any time the Designation Right of any Designating Group terminates or is reduced (including any termination or reduction caused by the Persons included within the definition of such Designating Group ceasing to own or hold a number of Class A Units that is equal to or greater than any applicable percentage of (x) the number of Class A Units owned or held by such Designating Group on or as of the Effective Date as set forth in Section 6.2(b)(i) or Section 6.2(b)(ii), as applicable, or (y) the number of Class A Units issued and outstanding as set forth in Section 6.2(e), as applicable), then the applicable number of Holder Managers previously designated by such Designating Group pursuant to such Designation Right (if any) shall be automatically removed from the Board at the request of the Majority Members delivered to the Company in accordance with Section 19.5, without a need for any other action on the part of or notice to any Member or other Person, and the vacancy on the Board created by such removal shall be filled by vote of Members holding a plurality of the votes of the Class A Units present in person or represented by proxy at a meeting of Members held for purposes of filling any such vacancy (or by the Majority Members acting by written consent). The termination or reduction of any Designating Group's Designation Right shall not adversely affect the Designation Right of any other Designating Group. Any reduction or termination of any Designating Group's Designation Right shall be permanent upon the occurrence of any such reduction or termination and shall not be reversed if the Persons included within the definition of such Designating Group shall thereafter own or hold Class A Units that are equal to or greater than any applicable percentage of (A) the number of Class A Units owned or held by such Designating Group on or as of the Effective Date as set forth in Section 6.2(b)(i) or Section 6.2(b)(ii), as applicable, or (B) the number of Class A Units issued and outstanding as set forth in Section 6.2(e), as applicable. Anything herein to the contrary notwithstanding, if Additional Securities are issued or sold pursuant to Section 9.6(d), then the determination as to whether a Designating Group's Designation Right is reduced or terminated shall not be made until after the consummation of the issuance or sale of Additional Securities to Other Preemptive Members pursuant to Section 9.6(d), if any. The right of the Specified Members set forth in Section 6.2(b)(iii) shall not be subject to termination or reduction.

For purposes of this Section 6.2(c), if at any time the Designation Right of a Designating Group is reduced to one (1) Holder Manager and two (2) Holder Managers designated by such Designating Group sit on the Board at the time of such reduction, and if the Majority Members request that one (1) such Holder Manager be removed from the Board as a result of such reduction, then the Holder Manager that should be removed from the Board pursuant to this Section 6.2(c) shall be the applicable Holder Manager specified by such Designating Group in writing to the Company or, if such Designating Group shall not so specify at or prior to the time of such request from the Majority Members, the applicable Holder Manager whose last name appears first in alphabetical sequence between both such applicable Holder Managers.

(d) With respect to (i) any designation of a Manager by a Designating Group pursuant to the Designation Right of such Designating Group (including any such designation made following the removal of a Manager made by such Designating Group pursuant to Section 6.12), (ii) any identification by a Designating Group of a Holder Manager to be removed pursuant to Section 6.2(c) (as contemplated by the second

paragraph of Section 6.2(c)) or (iii) any removal of a Manager from the Board that was previously designated by a Designating Group pursuant to the Designation Right of such Designating Group which removal is made by such Designating Group pursuant to Section 6.12, the applicable Designating Group shall execute and deliver to the Company a written notice (a “Designation Notice”) and such Designation Notice shall (A)(1) identify the individual that such Designating Group is designating or (2) specify the identity of the Manager to be removed from the Board, (B) certify to the Company that the Person(s) executing and delivering such Designation Notice own(s) or hold(s) a majority of the Class A Units owned or held by all of the Persons included within such Designating Group, and (C) include such additional information such that the Company can reasonably conclude that the certification in clause (B) is accurate (including the names of each Member included in such Designating Group and the number of Class A Units owned or held by each such Member). The Company shall confirm, based on the information set forth in the Register of Members that the Person(s) executing and delivering such Designation Notice own(s) or hold(s) a majority of the Class A Units owned or held by all of the Persons included within the applicable Designating Group. If the Company confirms that a Designation Notice has been executed and delivered by the Person(s) that own(s) or hold(s) a majority of the Class A Units owned or held by all of the Persons included within the applicable Designating Group, then the designation and/or removal specified in such Designation Notice shall be automatically effective, without a need for any action on the part of or notice to any Member or other Person, and the Company shall deliver notice thereof to the Members. If the Company confirms that a Designation Notice has not been executed and delivered by the Person(s) that own(s) or hold(s) a majority of the Class A Units owned or held by all of the Persons included within the applicable Designating Group, then such Designation Notice shall be deemed void and invalid.

(e) The Designation Right of a Designating Group shall not be assignable, except for an assignment of such Designation Right to any Person or group of Persons that are Affiliates of one another that (i) acquires at least fifty percent (50.0%) of such Designating Group’s then-owned or held Class A Units in connection with such assignment of such Designation Right and (ii) owns or holds, individually or together with its Affiliates, immediately after giving effect to such acquisition of Class A Units, at least ten percent (10.0%) of the issued and outstanding Class A Units as of such time. A Designating Group that is assigned a Designation Right pursuant to this Section 6.2(e) shall continue to have such Designation Right (unless otherwise assigned as set forth in this Section 6.2(e)) for so long as such Designating Group owns or holds at least ten percent (10.0%) of the issued and outstanding Class A Units from time to time. For purposes of this Section 6.2(e), the Designation Right of the Golub Members shall include the rights of the Golub Members under Section 6.2(f) and the proviso in the first sentence of Section 6.8, and, if such rights are assigned to any permitted Person or group of Persons (as hereinabove provided), then the terms and provisions of Section 6.2(f), the proviso in the first sentence of Section 6.8, Section 16.1(a)(v) (as Section 16.1(a)(v)) applies to the proviso in the first sentence of Section 6.8) and this sentence shall thereafter be applied by substituting the name of such Person or group of Persons in lieu of the Golub Members.

(f) The Chairperson, if any, shall be one of the Managers, as determined by the Golub Members; provided, however, that if the Golub Members are not permitted to designate two (2) Managers pursuant to their Designation Right, then the Chairperson shall be appointed, removed and/or replaced from time to time by the Board.

(g) None of the Members, and no officer, director, manager, stockholder, partner, member, employee or agent of any Member, makes any representation or warranty as to the fitness or competence of the designee of any party hereunder to serve as a member on the Board (or any committee thereof) or any Subsidiary Governing Body by virtue of being a party to this Agreement.

(h) Each Manager shall execute and deliver a confidentiality agreement that is acceptable to the Board (which may be in the form of an acknowledgment by a Manager that he or she is bound by and subject to the obligations of confidentiality and disclosure set forth in Article 20 of this Agreement as if such obligations applied to such Manager).

6.3 Regular Meetings. Regular meetings of the Board shall be held at such time or times as may be determined by the Board and specified in the notice of such meetings.

6.4 Special Meetings. Special meetings of the Board may be called from time to time by (a) the Chairperson or (b) any two (2) Managers.

6.5 Place of Meetings. Any meeting of the Board may be held at such place or places as shall from time to time be determined by the Board and as shall be designated in the notice of the meeting. If no other place is designated in the notice of the meeting, such meeting shall be held at the Principal Office.

6.6 Notice of Meetings. Notwithstanding Section 19.5, notice of each meeting of the Board, whether regular or special, shall be given to each Manager (unless such notice is waived by such Manager as provided in Section 6.10) (a) if such notice is sent by overnight delivery, at least two (2) Business Days prior to such meeting or, (b) if such notice is sent by electronic mail, at least one (1) day prior to such meeting; provided, however, if a special meeting of the Board is being called due to exigent circumstances, as reasonably determined by the Chairperson or the Managers calling such meeting, then notice of such meeting may be provided to each Manager (unless such notice is waived by such Manager as provided in Section 6.10) by electronic mail at least twelve (12) hours prior to such meeting. Any such notice shall be sent to each Manager at such Manager's usual or last known business or residence address or electronic mail address, as applicable. The notice shall state the date, time and location (if such location is not the Principal Office) of the meeting, but need not state the purposes of such meeting.

6.7 Meetings by Remote Communication. One or more, or all, members of the Board or any committee designated by the Board may participate in a meeting of the Board or such committee through the use of any means of remote communication by which all persons participating can hear each other at the same time or by any other means permitted by the Act. Any Manager or committee member participating in a meeting by any such means of remote communication or by any such other means permitted by the Act is deemed to be present in person at such meeting, except as set forth in Section 6.10.

6.8 Quorum; Acts of Managers. A quorum for any meeting of the Board will require the attendance of Managers with a majority of the votes of all Managers then in office; provided, however, that for so long as the Golub Members have the right to designate two (2) Managers pursuant to their Designation Right, a quorum for any meeting of the Board will require the attendance of at least one (1) Manager designated by the Golub Members pursuant to their Designation Right. The vote of a majority of the votes of all of the Managers present and entitled to vote at a meeting of the Board at which a quorum is present shall be the act of the Board, unless the express provisions of this Agreement (including Sections 6.18 and 6.19) or applicable non-waivable law require a different vote, in which case such express provisions shall govern and control. In the absence of a quorum at any meeting of the Board, a majority of the votes of the Managers present and entitled to vote may adjourn the meeting from time to time without further notice, other than announcement at the meeting, until a quorum shall be present. Each Manager shall have one (1) vote on all matters submitted to the Board for the vote, consent or approval of the Board (other than matters for which such Manager is not entitled to vote, as expressly set forth in this Agreement). Decisions of the Board shall be decisions of the “manager” for all purposes of the Act.

6.9 Organization, Agenda and Procedures. The Chairperson, if any, shall preside over the meetings of the Board; provided, however, if there shall not be a Chairperson or if the Chairperson shall not be present at a meeting of the Board or shall refuse to preside over a meeting of the Board, then the Managers with a majority of the votes of all Managers that are present at such meeting shall choose a chairperson to preside over such meeting. The Secretary, any Assistant Secretary, or any other person appointed as secretary of a meeting of the Board by the Chairperson or any such other chairperson of such meeting shall act as secretary of each meeting of the Board. The agenda of and procedure for such meetings shall be as determined by the Board.

6.10 Waiver of Notice. A Manager may waive any notice of a meeting of the Board, whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred. Any such waiver shall be in writing, be signed by the Manager entitled to the notice, and be delivered to the Company in accordance with Section 19.5, but such delivery shall not be a condition of the effectiveness of the waiver. Attendance or participation by a Manager at a meeting of the Board, (a) shall be deemed a waiver of objection to lack of required notice or defective notice of the meeting, unless the Manager, at the beginning of the meeting or promptly upon his or her later arrival, expressly objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice, and does not thereafter vote for or assent to action taken at the meeting, and (b) shall be deemed a waiver of objection to consideration of a particular matter at the meeting, unless the Manager expressly objects to considering the matter when it is presented and does not thereafter vote for or assent to action taken at the meeting with respect to such matter.

6.11 Managers’ Action By Written Consent. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting, without prior notice and without a vote if the lesser of the following consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board: (a) four (4) members of the Board and (b) all members then-serving on the Board; provided, that Required Manager Approval may be provided by written consent in accordance with the definition of “Required Manager Approval”.

Unless the Managers specify a different effective time in such written consent, a written consent of the Board, with respect to an action of the Board, shall become effective when the written consent to such action has been signed (and not revoked) by all requisite Managers and delivered to the Company in accordance with Section 19.5, unless before such time the Company has received a written revocation of the consent of any requisite Manager.

6.12 Removal. Except for the removal of a Holder Manager at the request of the Majority Members on account of the reduction or termination of a Designation Right (which removal shall be automatic at the time request is delivered by the Majority Members to the Company in accordance with Section 19.5 and governed by Section 6.2(c)), the Designating Group holding a Designation Right shall have the exclusive right to remove, whether with or without cause, any Holder Manager designated by such Designating Group pursuant to such Designation Right (but not any other Manager). The Specified Members shall have the exclusive right to remove, whether with or without cause, the Independent Designee (but not any other Manager). Any Manager that is not designated pursuant to a Designation Right (other than the CEO Manager and the Independent Designee) may be removed, with or without cause, by the Majority Members at the time of such removal. If for any reason the individual serving as the Chief Executive Officer of the Company shall cease to serve as the Chief Executive Officer of the Company, then such individual shall be automatically removed as the CEO Manager.

6.13 Resignation. Any Manager may resign at any time by giving written notice of such Manager's resignation to the Company in accordance with Section 19.5. Such resignation shall take effect on the date of delivery of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation by the Company shall not be necessary to make it effective.

6.14 Vacancies. Any vacancy on the Board resulting from the resignation or removal of a Holder Manager (excluding a resignation or removal of a Holder Manager on account of the reduction or termination of a Designation Right), or resulting from a Holder Manager becoming unable to serve as a result of death, disability or otherwise, shall be filled by the Designating Group that holds the Designation Right pursuant to which such Holder Manager was designated to be a Manager. Any vacancy on the Board resulting from the resignation or removal of the Independent Designee, or resulting from the Independent Designee becoming unable to serve as a result of death, disability or otherwise, shall be filled by the Specified Members. Any vacancy on the Board resulting from the resignation or removal of any Manager that is not designated pursuant to a Designation Right (other than the CEO Manager and the Independent Designee), or resulting from any such Manager becoming unable to serve as a result of death, disability or otherwise, shall be filled by vote of Members holding a plurality of the votes of the Class A Units present in person or represented by proxy at a meeting of Members held for purposes of filling such vacancy (or by the Majority Members acting by written consent). Any vacancy on the Board resulting from the resignation or removal of a Holder Manager on account of the reduction or termination of a Designation Right shall be filled by vote of Members holding a plurality of the votes of the Class A Units present in person or represented by proxy at a meeting of Members held for purposes of filling such vacancy (or by the Majority Members acting by written consent). Any vacancy on the Board resulting from the individual serving as the Chief Executive Officer ceasing to serve as the Chief Executive Officer shall be automatically filled

with the individual that is the successor Chief Executive Officer when such individual becomes the Chief Executive Officer.

6.15 Committees. The Board, by resolution or written consent, may from time to time designate from among the Managers one or more committees to exercise the powers of the Board. The Board may (and if the Board does not, a majority of the votes of the committee members may) designate a chairperson of each such committee from among its members. Each such committee, to the extent provided in such resolution or written consent, shall have and may exercise all of the authority of the Board in the management of the Company, subject to the limitations set forth in the Act and in this Agreement. Subject to the penultimate sentence of this Section 6.15, any or all members of any such committee may be removed, with or without cause, by a duly adopted resolution or written consent of the Board. Rules governing the procedures for meetings of each committee designated by the Board shall be as established by the Board from time to time (or, if the Board does not establish such procedures, as established by a majority of the votes of the committee members). Each Holder Manager and the Independent Designee shall have the right (but shall not be obligated) to serve on any committee of the Board (other than any committee that is established to evaluate, consider, approve, negotiate or otherwise deal with any contract, transaction or other matter with respect to which such Holder Manager, the Independent Designee or the Members that designated such Holder Manager or the Independent Designee (which, in the case of the Independent Designee, shall only include Specified Members that own or hold (together with their respective Affiliates) as of the time of determination at least fifteen percent (15.0%) of the issued and outstanding Class A Units owned or held by all Specified Members as of such time) has/have a conflict of interest) with at least the same proportional voting rights as such Manager has on the Board. For the avoidance of doubt, no committee of the Board shall be authorized to take any action that the Board could not take itself.

6.16 Compensation of Managers. Each Independent Manager shall be paid compensation from the Company, in such form (which may be in the form of cash fees and/or equity incentives granted under any Management Incentive Plan) and amount as approved by the Majority Members, for the performance of such Independent Manager's duties as a Manager or a member of any committee of the Board. Managers who are not Independent Managers shall not receive compensation from the Company for the performance of such Manager's duties as a Manager or a member of any committee of the Board. Each Manager and committee member shall be reimbursed for the reasonable and documented out-of-pocket costs and expenses incurred by such Manager or committee member in connection with the performance of such Manager's or committee member's duties as a Manager or a member of any committee of the Board (including expenses incurred in attending meetings of the Board or any committee thereof). Nothing herein contained shall be construed to preclude any Manager or committee member from serving the Company or any of its Subsidiaries in any other capacity and receiving proper compensation therefor.

6.17 Subsidiary Governing Bodies. Each Subsidiary Governing Body of any wholly-owned Subsidiary of the Company (other than any such Subsidiary which is (a) a limited liability company that is managed by its member(s), (b) a limited partnership that is managed by its general partner or (c) required by Law or contract to have a different composition) shall be comprised of one or more executive employees of the Company or any of its Subsidiaries or other individuals selected by the Board that are not employees of any of the Members or any of

their respective Affiliates (other than the Company or any of its Subsidiaries). The Company agrees to take all necessary and desirable actions to ensure that any such Subsidiary Governing Body does not adopt any resolutions, execute any consents, grant any approvals or take any other action, or otherwise cause or permit any such Subsidiary to do anything, that would be inconsistent with, or contrary to, any resolution, consent, approval or other action adopted, executed, granted or taken by the Board, or that would be in subversion of the rights of the Members under this Agreement or that would otherwise be a breach of this Agreement if the Company did the same.

6.18 Affiliate Transactions. Other than any Excepted Transaction, any transaction or series of related transactions between the Company or any of its Subsidiaries, on the one hand, and any Member who, together with its Affiliates, owns or holds five percent (5.0%) or more of the issued and outstanding Class A Units, or any Affiliate of any such Member, on the other hand (an "Affiliate Transaction"), involving aggregate payments, fundings or other consideration in excess of \$20,000,000.00 per annum shall require the approval of a majority of the votes of the Managers then in office that are disinterested with respect to such Affiliate Transaction.

6.19 Required Manager Approval and Approval of Board and Majority Members for Certain Actions. The Company shall not, and the Company shall not cause or permit any of its Subsidiaries to, take (whether by amendment, merger, consolidation, division, recapitalization or otherwise) any of the actions listed on Schedule A attached hereto without prior Required Manager Approval and the prior approval or consent of the Board and the Majority Members.

6.20 Observers.

(a) Each Member that is a Major Member (each, an "Observer Member") shall have the right to appoint one individual to attend each meeting of the Board and each meeting of each committee of the Board (each such meeting, a "Meeting") as an observer in a non-voting capacity (each, an "Observer") for so long as such Observer Member is a Major Member; provided, that an Observer Member shall not be entitled to appoint an Observer at any time when any of the Managers is an employee of such Observer Member or any of its Affiliates (other than the Company or any of its Subsidiaries). For so long as an Observer Member has the right to appoint an Observer, such Observer Member may from time to time, in its sole discretion and by providing the Company with prior written notice thereof, remove the individual serving as such Observer Member's Observer and appoint a new individual to serve as such Observer Member's Observer following such removal. If an Observer Member ceases to have the right to appoint an Observer (including under the circumstances described in the proviso of the first sentence of this Section 6.20(a)), then the individual then serving as such Observer Member's Observer will not be entitled to continue serving as an Observer immediately upon the occurrence of such cessation; provided, that if an Observer Member ceases to have the right to appoint an Observer under the circumstances described in the proviso of the first sentence of this Section 6.20(a), then the individual that was serving as such Observer Member's Observer (or any replacement individual) may resume serving as such Observer Member's Observer when such circumstances no longer exist so long as such Observer Member is a Major Member. For the avoidance of doubt, an Observer Member shall cease to have the right to appoint an Observer at such

time as such Observer Member is no longer a Major Member. Each Observer Member that is an Affiliate of any other Observer Member shall be treated as one (1) Observer Member for purposes of this Section 6.20.

(b) The Company shall give each Observer advance notice of all Meetings and all final drafts of materials (including minutes of Meetings and written consents in lieu of Meetings) and other information given to Managers or committee members, as applicable, to be discussed at any Meeting. Notwithstanding the foregoing, an Observer shall not be entitled to observe any portion of a Meeting (or any portion of a notice of a Meeting) or to receive any materials or other information that the Board or the applicable committee, as the case may be, determines (i) would jeopardize or impair the ability of the Company or any of its Subsidiaries to take advantage of the attorney-client, work product or similar privilege if such portion of such Meeting were observed or if such portion of such notice, such materials or such other information was received by such Observer, (ii) is necessary or advisable (in the judgment of the Board or the applicable committee, as the case may be) to comply with the terms and conditions of confidentiality agreements with third parties or applicable law, or (iii) such Observer or any of the Members that appointed such Observer or any Affiliate of any of such Members has/have a conflict of interest with respect to the subject matter of such portion of the Meeting (or such portion of such notice of a Meeting) or such materials or other information. The failure of any Observer to attend any Meeting (or to receive any portion of a notice of a Meeting) or to receive any materials or other information shall not prevent any such Meeting from proceeding or otherwise affect the validity of such Meeting (or any written consent in lieu of a Meeting) or any actions taken at such Meeting (or any written consent in lieu of such Meeting). An Observer shall not be entitled to vote on any matters submitted to a vote at any Meeting. No Observer shall be entitled to any fees or other compensation for acting as an Observer. Each Observer shall be reimbursed for the reasonable and documented out-of-pocket costs and expenses incurred by such Observer in connection with attending any Meeting.

(c) The rights of each Observer Member to appoint an Observer, and to remove and replace the individual serving as such Observer Member's Observer with a new individual appointed by such Observer Member, shall be subject to the execution and delivery by such Observer of a confidentiality agreement that is acceptable to the Board. The rights of each Observer Member under this Section 6.20 shall not be assignable or transferable to any Person. The termination of any Observer Member's right to appoint an Observer shall not affect the right of any other Observer Member to appoint an Observer.

(d) Any Observer shall be entitled to participate in any Meeting through the use of any means of remote communication by which all persons attending can hear each other at the same time.

ARTICLE 7 OFFICERS; POWERS OF OFFICERS

7.1 Election and Tenure. The officers of the Company may (but shall not be required to) consist of the Chairperson, the Chief Executive Officer, the Chief Financial Officer, a Secretary, a Treasurer, a Controller, and such other officers and assistant officers as the Board may deem necessary or advisable, each of whom shall be appointed by the Board. The persons holding officer positions with the Company as of the Effective Date are listed on Schedule B attached hereto. The Board may expressly delegate to any such officer the power to appoint or remove subordinate officers, agents or employees. Any two or more offices may be held by the same person. Each officer so appointed shall continue in office until a successor shall be appointed and shall qualify, or until the officer's earlier death, resignation or removal. Each officer shall be a natural person who is eighteen (18) years of age or older.

7.2 Resignation, Removal and Vacancies. Any officer may resign at any time by giving written notice of resignation to the Company, to the attention of the Board or the Chief Executive Officer. Such resignation shall take effect when the notice is delivered in accordance with Section 19.5 unless the notice specifies a later date, and acceptance of the resignation shall not be necessary to render such resignation effective unless such resignation so states. Any officer may at any time be removed by the Board. If any office becomes vacant for any reason, the vacancy may be filled by the Board. An officer appointed to fill a vacancy shall be appointed for the unexpired term of such officer's predecessor in office (if any) and shall continue in office until a successor shall be elected or appointed and shall qualify, or until such officer's earlier death, resignation or removal. The appointment of an officer shall not itself create contract rights in favor of the officer, and the removal or resignation of an officer shall not affect the officer's contract rights, if any, with the Company or the Company's contract rights, if any, with the officer.

7.3 Chairperson. The Chairperson shall preside over the meetings of the Members and the Board and have such powers and responsibilities as are incident thereto. However, the Chairperson shall not have responsibility for the day-to-day business operations of the Company. The Chairperson shall be a Manager.

7.4 Chief Executive Officer. The chief executive officer of the Company (the "Chief Executive Officer"), if any, shall (a) have general and active management of the business of the Company, and preside over the day-to-day business operations of the Company, (b) see that all orders and resolutions of the Board are carried into effect, and (c) perform all duties as may from time to time be assigned to him or her by the Board or as may be expressly set forth in this Agreement. The Chief Executive Officer shall also be the President of the Company.

7.5 Chief Financial Officer. The chief financial officer of the Company (the "Chief Financial Officer"), if any, shall perform such duties and shall have such powers as may from time to time be assigned to him or her by the Board or the Chief Executive Officer or as may be expressly set forth in this Agreement, and shall perform such duties and have such powers and responsibilities as are incident to the office of Chief Financial Officer. In addition, the Chief Financial Officer shall have, along with the Chief Executive Officer, responsibility for the day-to-day business operations of the Company.

7.6 Controller. The controller of the Company (the "Controller"), if any, shall perform such duties and shall have such powers as may from time to time be assigned to him or

her by the Board, the Chief Executive Officer or the Chief Financial Officer or as may be expressly set forth in this Agreement, and shall perform such duties and have such powers and responsibilities as are incident to the office of Controller.

7.7 Vice Presidents. The vice presidents of the Company (the “Vice Presidents”), if any, shall perform such duties and possess such powers as may from time to time be assigned to them by the Board or the Chief Executive Officer or as may be expressly set forth in this Agreement. In the absence of the Chief Executive Officer or in the event of the inability or refusal of the Chief Executive Officer to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated by the Board, or in the absence of any designation, then in the order of the election or appointment of the Vice Presidents) shall perform the duties of the Chief Executive Officer and when so performing shall have all the powers of and be subject to all the restrictions upon the Chief Executive Officer.

7.8 Secretary. The secretary of the Company (the “Secretary”), if any, shall perform such duties and shall have such powers as may from time to time be assigned to him or her by the Board or the Chief Executive Officer or as may be expressly set forth in this Agreement. In addition, the Secretary shall perform such duties and have such powers as are incident to the office of Secretary, including the duty and power to give notice of all meetings of Members (if any), the Board and any committee of the Board, to prepare and maintain minutes of any such meetings, to maintain other records and information of the Company, to authenticate records of the Company, to be custodian of the Company seal and to affix and attest to the Company seal on documents.

7.9 Treasurer. The treasurer of the Company (the “Treasurer”), if any, shall perform such duties and shall have such powers as may from time to time be assigned to him or her by the Board or the Chief Executive Officer or as may be expressly set forth in this Agreement. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of Treasurer, including the duty and power to keep and be responsible for all funds and securities of the Company, to deposit funds of the Company in depositories selected in accordance with this Agreement, to disburse such funds as ordered by the Board, making proper accounts thereof, and to render as required by the Board statements of all such transactions and of the financial condition of the Company.

7.10 Assistant Secretaries and Assistant Treasurers. The assistant secretaries and assistant treasurers of the Company (the “Assistant Secretaries” and the “Assistant Treasurers”), if any, shall perform such duties as may from time to time be assigned to them by the Secretary or the Treasurer, respectively, or by the Chief Executive Officer or the Board, or as may be expressly set forth in this Agreement. In the absence, inability or refusal to act of the Secretary or the Treasurer, the Assistant Secretaries or the Assistant Treasurers, respectively, in the order designated by the Board, or in the absence of any designation, then in the order of their election or appointment, shall perform the duties and exercise the powers of the Secretary or Treasurer, as the case may be.

7.11 Salaries. Officers of the Company shall be entitled to such salaries, emoluments, compensation or reimbursement, if any, as shall be fixed or allowed from time to time by the Board or in such manner as the Board shall provide.

7.12 Borrowing. No loan shall be contracted on behalf of the Company, and no evidence of indebtedness shall be issued, endorsed or accepted in its name, unless authorized by the Board or a committee designated by the Board so to act. Such authority may be general or confined to specific instances. When so validly authorized, an officer may (a) effect loans at any time for the Company from any bank or other Entity and for such loans may execute and deliver promissory notes or other evidences of indebtedness of the Company, and (b) mortgage, pledge or otherwise encumber any real or personal property, or any interest therein, owned or held by the Company as security for the payment of any loans or obligations (including any guarantees) of the Company, and to that end may execute and deliver for the Company such instruments as may be necessary or proper in connection with such transaction.

7.13 Checks and Endorsements. All checks, drafts or other orders for the payment of money, obligations, notes or other evidences of indebtedness, bills of lading, warehouse receipts, trade acceptances and other such instruments shall be signed or endorsed for the Company by such officers or agents of the Company as shall from time to time be determined by resolution of the Board, which resolution may provide for the use of facsimile or electronic signatures.

7.14 Deposits. All funds of the Company not otherwise employed shall be deposited from time to time to the Company's credit in such banks or other depositories as shall from time to time be determined by resolution of the Board, which resolution may specify the officers or agents of the Company who shall have the power, and the manner in which such power shall be exercised, to make such deposits and to endorse, assign and deliver for collection and deposit checks, drafts and other orders for the payment of money payable to the Company or its order.

7.15 Proxies. Unless otherwise provided by resolution adopted by the Board, the Chief Executive Officer, the Chief Financial Officer or any Vice President: (a) may from time to time appoint one (1) or more agents of the Company, in the name and on behalf of the Company, (i) to cast the votes which the Company may be entitled to cast, as the holder of Equity Interests or other securities in any other Entity whose Equity Interests or other securities may be held by the Company, at meetings of the holders of the Equity Interests or other securities of such other Entity, or (ii) to consent in writing to any action by such other Entity; (b) may instruct the person so appointed as to the manner of casting such votes or giving such consent; and (c) may execute or cause to be executed in the name and on behalf of the Company and under the Company's seal, or otherwise, all such written proxies or other instruments as may be deemed necessary or proper in connection with the foregoing clauses (a) and (b).

ARTICLE 8 EXCULPATION AND INDEMNIFICATION

8.1 Exculpation.

(a) Notwithstanding any other provisions of this Agreement (whether express or implied) or obligation or duty at law or in equity, to the fullest extent permitted by applicable law, no Covered Person shall be liable to any Member, the Company or any other Person (including any creditor or claimant of the Company or any of its Subsidiaries) for any losses, claims, expenses, damages or liabilities arising from any judgment, decision or action made, taken or performed, or omitted to be made, taken or

performed, by a Covered Person in connection with the Company or any of its Subsidiaries, nor shall any Covered Person be liable to any Member, the Company or any other Person for any judgment, decision or action made, taken or performed, or omitted to be made, taken or performed, by any employee or other agent of the Company or any of its Subsidiaries, except to the extent that any such losses, expenses, claims, damages or liabilities, (i) in any such case, are attributable to such Covered Person's material breach of this Agreement, and (ii) in the case of any current or former Manager (other than any current or former Manager that is not a current or former employee of the Company or any of its Subsidiaries), or any current or former officer of the Company (other than any current or former officer that is not a current or former employee of the Company or any of its Subsidiaries), (A) are attributable to such Manager's or officer's acts or omissions not in good faith, (B) are attributable to such Manager's or officer's breach of the duty of loyalty to the Members, the Company or any of its Subsidiaries, (C) arise from a transaction in which such Manager or officer derived an improper personal benefit or (D) are attributable to acts or omissions of such Manager or officer that constitute a knowing violation of law. No amendment to or repeal of this Section 8.1 shall apply to or have any effect on the liability or alleged liability of the Covered Persons for or with respect to their acts or omissions occurring prior to such amendment or repeal.

(b) In accordance with the Act and the laws of the State of Delaware, a member of a limited liability company may, under certain circumstances, be required to return amounts previously distributed to such member. It is the intent of the Members that no distribution to any Member pursuant to Article 13 or Article 15 shall be deemed a return of money or other property paid or distributed in violation of the Act or other applicable law. The return of such money or distribution of any such property to a Member shall be deemed to be a compromise within the meaning of the Act, and the Member receiving any such money or property shall not be required to return to any Person any such money or property. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Member is obligated to return such money or property, such obligation shall be the obligation of such Member and not of any other Member.

8.2 Indemnification.

(a) The Company shall, to the fullest extent permitted by applicable law (as now or hereafter in effect), indemnify, defend and hold harmless each Covered Person who was or is a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding ("Proceeding"), whether civil, criminal, administrative or investigative, or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, (i) in connection with any matter arising out of or in connection with the Company's or any of its Subsidiaries' business or affairs, (ii) by reason of the fact that such Covered Person is serving or has served in one or more of the capacities set forth in the definition of "Covered Person", or (iii) by reason of the fact that such Covered Person, or a Person of whom such Covered Person is the legal representative, is or was serving as a manager, officer, member, employee or agent or in any other capacity, at the request of the Company, for any other corporation, company, partnership, joint venture, trust, employee benefit plan or other

Entity (an “Other Entity”), from and against any losses, claims, expenses, damages and liabilities (collectively, “Damages”) suffered or incurred by, imposed on, or to which such Covered Person may become subject in connection with such Proceeding; provided, that no right of indemnification shall be available to a Covered Person under this Article 8 (A) to the extent that it shall have been determined by a final, non-appealable decision by a court of competent jurisdiction that any such Damages are attributable to such Covered Person’s material breach of this Agreement, and, (B) in the case of any current or former Manager (other than any current or former Manager that is not a current or former employee of the Company or any of its Subsidiaries), or any current or former officer of the Company (other than any current or former officer that is not a current or former employee of the Company or any of its Subsidiaries), to the extent that any such Damages (1) are attributable to such Managers’ or officer’s acts or omissions not in good faith, (2) are attributable to such Managers’ or officer’s breach of the duty of loyalty to the Members, the Company or any of its Subsidiaries, (3) arise from a transaction in which such Manager or officer derived an improper personal benefit, (4) are attributable to acts or omissions of such Manager or officer that constitute a knowing violation of law, (5) are attributable to any Proceeding (except an action to enforce the indemnification rights set forth in this Section 8.2(a) or to enforce the rights to advancement of expenses set forth in Section 8.2(b)) initiated by such Covered Person unless if such Proceeding was authorized in the specific case by the Board, or (6) are attributable to any Proceeding by or in the right of the Company or any of its Subsidiaries unless if the Board authorizes the indemnification of any such Damages (except that, to the extent any such Covered Person has been successful on the merits or otherwise in the defense of any such Proceeding by or in the right of the Company or any of its Subsidiaries or in defense of any claim, issue or matter therein, then such Covered Person shall be indemnified against expenses actually and reasonably incurred by such Covered Person in connection therewith). If for any reason the foregoing indemnification is unavailable to a Covered Person, or is insufficient to hold it harmless, then the Company shall contribute to the amount paid or payable by such Covered Person as a result of the applicable Damages in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Covered Person on the other hand or, if such allocation is not permitted by applicable law, to reflect not only the relative benefits referred to above but also any other relevant equitable considerations.

(b) If a Covered Person is or was made, or threatened to be made, a party to or is involved in any threatened, pending or completed Proceeding, whether civil, criminal, administrative or investigative, or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, (i) in connection with any matter arising out of or in connection with the Company’s or any of its Subsidiaries’ business or affairs, (ii) by reason of the fact that such Covered Person is serving or has served in one or more of the capacities set forth in the definition of “Covered Person” or (iii) by reason of the fact that such Covered Person, or a Person of whom such Covered Person is the legal representative, is or was serving as a manager, officer, member, employee or agent or in any other capacity, at the request of the Company, for any Other Entity, the Company shall pay, within a reasonable period of time following the Company’s receipt of reasonably detailed supporting documentation, to such Covered Person such Covered Person’s reasonable and documented out-of-pocket legal and other expenses (including

legal and other professional fees and disbursements, and the cost of any investigation and preparation) incurred in connection therewith in advance of the final disposition of such Proceeding; provided, that such Covered Person shall promptly repay to the Company the amount of any such expenses paid to it if it shall be determined that such Covered Person is not entitled to be indemnified by the Company in connection with such Proceeding as provided in the proviso contained in Section 8.2(a); provided, further that, with respect to a Covered Person described in clause (B) of Section 8.2(a), the Company shall not be required to pay in advance or otherwise any such expenses incurred by any such Covered Person in connection with (A) any Proceeding initiated by such Covered Person unless if such Proceeding was authorized in the specific case by the Board or (B) any Proceeding by or in the right of the Company or any of its Subsidiaries unless if the Board authorizes the payment of any such expenses.

(c) The rights to indemnification, reimbursement and advancement of expenses, and contribution provided by, or granted pursuant to, this Section 8.2 shall not be deemed exclusive of any other rights to which a Covered Person seeking indemnification, reimbursement or advancement of expenses, or contribution may have or hereafter be entitled under any statute, this Agreement, any other agreement (including any policy of insurance purchased or provided by the Company under which any Covered Person is covered), any vote of the Members or Managers, or otherwise. The rights conferred upon any Covered Person in Section 8.1 and Section 8.2 shall be contract rights that vest upon the occurrence or alleged occurrence of any judgment, decision or action made, taken or performed, or omitted to be made, taken or performed, or any other fact, circumstance or matter, giving rise to any losses, claims, expenses, damages or liabilities (whether or not arising out of a Proceeding) that are covered by Section 8.1 and/or Section 8.2, and such rights shall apply to a Person that was a Covered Person even after such Person ceases to be a Covered Person, but only with respect to any such losses, claims, expenses, damages or liabilities arising from any judgment, decision or action made, taken or performed, or omitted to be made, taken or performed, or any other fact, circumstance or matter that occurred, during the period in which such Person was a Covered Person.

(d) The rights to indemnification, reimbursement and advancement of expenses, and contribution provided by, or granted pursuant to, this Section 8.2 shall inure to the benefit of the successors, heirs, executors and administrators of a Covered Person.

(e) The Company shall have the power to purchase and maintain insurance on behalf of any Covered Person to protect such Covered Person against any Damages, whether or not the Company would have the power to indemnify such Covered Person against any such Damages under the provisions of this Section 8.2 or under any provision of law.

(f) No amendment or repeal of any part of this Section 8.2 shall apply to or have any effect on any right to indemnification, reimbursement and advancement of expenses, and contribution provided hereunder with respect to any acts or omissions occurring prior to such amendment or repeal.

8.3 No Member Liability. Any indemnification, reimbursement and advancement of expenses, or contribution provided under this Article 8 shall be satisfied solely out of assets of the Company, as an expense of the Company. No Member shall be subject to personal liability by reason of the indemnification, reimbursement and advancement of expenses, or contribution provisions set forth in this Article 8.

8.4 Settlements. The Company shall not be liable for any settlement by a Covered Person of any Proceeding effected without its written consent, but if settled with such written consent, or if there is a final judgment against such Covered Person in any such Proceeding, the Company agrees to indemnify and hold harmless such Covered Person to the extent provided above from and against any Damages by reason of such settlement or judgment.

8.5 Business Opportunities; Fiduciary Duties.

(a) The Company and each Member acknowledge that (i) each Member (other than any Member who is an employee of the Company or any of its Subsidiaries, any Member that is a Family Member of any employee of the Company or any of its Subsidiaries, or any Member that is controlled by any employee of the Company or any of its Subsidiaries or controlled by any such employee's Family Members), (ii) each Manager (other than a Manager who is an employee of the Company or any of its Subsidiaries, including the CEO Manager, or is a Family Member of any employee of the Company or any of its Subsidiaries) (whether such Manager is serving as a member of the Board, a member of a committee of the Board or a member of any Subsidiary Governing Body), and (iii) each Affiliate, manager, director, principal, officer, employee and other representative of any Member described in clause (i) or any Manager described in clause (ii) (other than any such Person that is an employee of the Company or any of its Subsidiaries, a Family Member of any employee of the Company or any of its Subsidiaries, or controlled by any employee of the Company or any of its Subsidiaries or controlled by any such employee's Family Members) (the foregoing Persons being referred to, collectively, as "Identified Persons" and, each individually, as an "Identified Person") may now engage, may continue to engage, and/or may, in the future, decide to engage, in the same or similar activities or lines of business as those in which the Company or any of its Subsidiaries, directly or indirectly, now engage or may engage and/or other business activities that overlap with, are complementary to, or compete with those in which the Company or any of its Subsidiaries, directly or indirectly, now engage or may engage (any such activity or line of business, an "Opportunity"). No Identified Person shall have any duty to refrain, directly or indirectly, from (x) engaging in any Opportunity, (y) offering or directing any Opportunity to another Person (including any Affiliate of such Identified Person) or (z) otherwise competing with the Company or any of its Subsidiaries. No Identified Person shall have any duty or obligation to refer or offer to the Company or any of its Subsidiaries any Opportunity, and the Company hereby renounces, on behalf of itself and each of its Subsidiaries, any interest or expectancy of the Company or any of its Subsidiaries in, or in being offered, an opportunity to participate in any Opportunity engaged in by any Identified Person which may be a corporate (or analogous) or business opportunity for the Company or any of its Subsidiaries.

(b) In the event that any Identified Person acquires knowledge of an Opportunity which may be a corporate (or analogous) or business opportunity for the Company or any of its Subsidiaries, such Identified Person shall have no duty to communicate, offer or otherwise make available such Opportunity to the Company or any of its Subsidiaries and shall not be liable to the Company, any of its Subsidiaries or any of the Members for breach of any purported fiduciary duty by reason of the fact that such Identified Person pursues or acquires such Opportunity for itself, or offers or directs such Opportunity to another Person (including any Affiliate of such Identified Person).

(c) The Company, on behalf of itself and each of its Subsidiaries, and each Member (i) acknowledge that the Identified Persons may now own, may continue to own, and from time to time may acquire and own, investments in one or more other Entities (each such Entity, a “Related Company” and all such Entities, collectively, “Related Companies”), including Entities that are competitors of, or that otherwise may have interests that do or could conflict with those of, the Company, any of its Subsidiaries, any of the Members or any of their respective Affiliates, and (ii) agree that (A) the enjoyment, exercise and enforcement of the rights, interests, privileges, powers and benefits granted or available to the Identified Persons under this Agreement shall not be in any manner reduced, diminished, affected or impaired, and the obligations of the Identified Persons under this Agreement (if any) shall not be in any manner augmented or increased, by reason of any act, circumstance, occurrence or event arising from or in any respect relating to (x) the ownership by an Identified Person of any interest in any Related Company, (y) the affiliation of any Related Company with an Identified Person or (z) any action taken or omitted by any Related Company or an Identified Person in respect of any Related Company, (B) no Identified Person shall, by reason of such ownership, affiliation, action or omission, become subject to any fiduciary duty to the Company, any of its Subsidiaries, any of the Members or any of their respective Affiliates, (C) nothing in this Agreement and none of the duties imposed on an Identified Person, whether by contract or law, if any, do or shall limit or impair the right of any Identified Person to, directly or indirectly, purchase or sell the securities or indebtedness of any other Entity or to compete with the Company, any of its Subsidiaries, any of the Members or any of their respective Affiliates as if the Identified Persons were not a party to this Agreement and (D) the Identified Persons are not and shall not be obligated to disclose to the Company, any of its Subsidiaries, any of the Members or any of their respective Affiliates any information related to their respective businesses or opportunities, including acquisition opportunities, or to refrain from or in any respect to be restricted in competing against the Company, any of its Subsidiaries, any of the Members or any of their respective Affiliates in any such business or as to any such opportunities.

(d) To the fullest extent permitted by law, this Agreement is not intended to, and does not, create or impose any fiduciary or other duty on any Identified Person, other than those non-fiduciary duties that are expressly set forth in this Agreement and a duty to act in accordance with the implied contractual covenant of good faith and fair dealing to the extent required by Delaware law. Further, to the fullest extent permitted by law, the Company and each Member hereby irrevocably waives any and all fiduciary duties owed to the Company or such Member by any Identified Person (including those

fiduciary duties that, absent such waiver, may be implied by law), and in doing so, the Company and each Member recognizes, acknowledges and agrees that the duties and obligations of the Identified Persons to the Company, each other Member and each other Person that is or becomes a party to or is otherwise bound by (or is or becomes a beneficiary of) this Agreement are only as expressly set forth in this Agreement. To the fullest extent permitted by law, no Identified Person shall owe any duty (including any fiduciary duty) to the Company or to any Member or to any other Person that is or becomes a party to or is otherwise bound by (or is or becomes a beneficiary of) this Agreement other than those non-fiduciary duties that are expressly set forth in this Agreement and a duty to act in accordance with the implied contractual covenant of good faith and fair dealing to the extent required by Delaware law. The parties acknowledge and agree that any Identified Person acting in accordance with this Agreement shall (i) be deemed to be acting in compliance with such implied contractual covenant, and (ii) not be liable to the Company, to any Member or to any other Person that is a party to or is otherwise bound by (or is or becomes a beneficiary of) this Agreement for its reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of an Identified Person otherwise existing at law or in equity in respect of the Company, any of the Members or any other Person that is or becomes a party to or is otherwise bound by (or is or becomes a beneficiary of) this Agreement, are agreed (and shall be deemed to have been agreed) by the Company, the Members or all such other Persons to replace fully and completely such other duties and liabilities.

(e) Each Manager that is an employee of the Company or any of its Subsidiaries (including the CEO Manager), in its capacity as such, shall have the same fiduciary duties as those of a member of a board of directors of a corporation organized under the laws of the State of Delaware. Each employee and officer of the Company (other than any officer of the Company that is not an employee of the Company or any of its Subsidiaries), in its capacity as such, shall have the same fiduciary duties as an employee or officer (as applicable) of a corporation organized under the laws of the State of Delaware.

(f) Nothing in this Section 8.5 shall be deemed to limit any Member's obligations under Section 20.1.

8.6 Subrogation. In the event that any Covered Person who is or was a partner, shareholder, member, officer, director, manager, fund adviser, investment adviser, investment manager, controlling person, employee, consultant, counsel, representative or agent of a Member or any of its Affiliates is entitled to indemnification under Section 8.2 for which such Covered Person is also entitled to indemnification from such Member or any of its Affiliates (other than the Company or any of its Subsidiaries), the Company hereby agrees that its duties to indemnify such Covered Person, whether pursuant to this Agreement or otherwise, shall be primary to those of such Member or such Affiliate, and to the extent that such Member or such Affiliate actually indemnifies any such Covered Person, such Member or such Affiliate shall be subrogated to the rights of such Covered Person against the Company for indemnification hereunder. The Company hereby acknowledges the subrogation rights of each Member and its Affiliates under such circumstances and agrees to execute and deliver such further documents and/or instruments

as such Member or its Affiliate may reasonably request in order to evidence any such subrogation rights, whether before or after such Member or its Affiliate makes any such indemnification payment. The Company shall pay any amounts due under this Section 8.6, in cash, promptly, and in any event within fifteen (15) days, upon written demand therefor (accompanied by reasonably detailed supporting documentation) from a Member. The Company hereby waives any right against each of the Members and their respective Affiliates to indemnification, subrogation, or contribution. Furthermore, the Company and the Members expressly agree that each Covered Person is an intended third party beneficiary as to the indemnification provisions of this Agreement and shall be entitled to bring suit against the Company to enforce said provisions. The provisions of this Section 8.6, shall equally apply to a Covered Person's rights to reimbursement and advancement of expenses and contribution under Section 8.2.

8.7 Insurance. The Company shall purchase and maintain, at the Company's expense, insurance (the "Specified Insurance") on behalf of all managers (including Managers), directors and officers of the Company and its Subsidiaries to protect any such Person against any expense, liability or loss suffered or incurred by, imposed on, or to which such Person may become subject (a) in connection with any matter arising out of or in connection with the Company's or any of its Subsidiaries' business or affairs, (b) by reason of the fact that such Person is serving or has served as an officer, manager or director of the Company or any of its Subsidiaries or (c) by reason of the fact that such Person is or was serving as a manager, officer, member, employee or agent or in any other capacity, at the request of the Company, for any Other Entity, in any such case based on acts, omissions, facts, circumstances or matters occurring or arising on or after the Effective Date; provided, however, that the Specified Insurance shall be subject to (i) exclusions and exceptions that are customary for such insurance, and (ii) retentions and limitations as the Board determines to be reasonable in light of the premiums to be paid for the Specified Insurance. Any Specified Insurance shall be satisfactory to the Board.

8.8 Amendments. Notwithstanding anything herein to the contrary, no amendment, repeal or modification of this Article 8 shall affect any rights or obligations with respect to any state of facts then or theretofore existing or any Proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts.

ARTICLE 9 TRANSFERS

9.1 Restrictions on Transfers.

(a) *Prohibited Transfers*. Without limiting any other provisions, restrictions or conditions of this Article 9, unless otherwise waived by the Board in its sole discretion, no Units shall be Transferred by any Member (regardless of the manner in which the Transferor initially acquired such Units), if:

- (i) such Transfer would, if consummated, result in any violation of the Securities Act or any state securities laws or regulations, or any other applicable federal or state laws or order of any Governmental Authority having jurisdiction over the Company or any of its Subsidiaries;

(ii) such Transfer would, if consummated (after taking into account the consummation of any other proposed Transfers for which a notice thereof has been previously delivered to the Company, but not yet consummated), result in the Company having, in the aggregate, (A) 1,000 or more holders of record (as such concept is understood for purposes of Section 12(g) of the Exchange Act), or (B) 400 or more holders of record (as such concept is understood for purposes of Section 12(g) of the Exchange Act) that are not Accredited Investors, of either (x) the class of Units proposed to be Transferred (assuming, for purposes of this clause (x), that all issued and outstanding securities of the Company that are exercisable or exchangeable for, or convertible into, directly or indirectly, the class of Units proposed to be Transferred were exercised, exchanged or converted at the time of such Transfer) or (y) any class of Units into which the Units proposed to be Transferred are convertible (such Units, “Conversion Units”) (assuming, for purposes of this clause (y), that all issued and outstanding securities of the Company that are exercisable or exchangeable for, or convertible into, directly or indirectly, Conversion Units were exercised, exchanged or converted at the time of such Transfer), unless at the time of such Transfer the Company is already subject to the reporting obligations under Section 13 or Section 15(d) of the Exchange Act; provided, that the numbers 1,000 and 400 as used in this Section 9.1(a)(ii) shall be increased by the number of such holders that acquire from the Company, after the Effective Date, Units of the class proposed to be Transferred, Conversion Units, or securities of the Company that are exercisable or exchangeable for, or convertible into, Units of the class proposed to be Transferred or Conversion Units, in any such case other than any such acquisition (1) that was made by a holder who held any such Units, Conversion Units or securities prior to such acquisition (including in connection with a distribution to all holders of any such Units, Conversion Units or securities) or (2) made through a distribution under the Plan of Reorganization;

(iii) such Transfer would, if consummated (after taking into account the consummation of any other proposed Transfers for which a notice thereof has been previously delivered to the Company, but not yet consummated), require the Company to register any class of Units or other equity securities of the Company under the Exchange Act (as a result of the number of holders of such Units or equity securities or otherwise), unless, at the time of such Transfer, the Company is already subject to the reporting obligations under Section 13 or Section 15(d) of the Exchange Act;

(iv) such Transfer would, in the judgment of the Board, cause the Company to be required to register as an “investment company” under the Investment Company Act;

(v) such Transfer would, if consummated (after taking into account the consummation of any other proposed Transfers for which a notice thereof has been previously delivered to the Company, but not yet consummated) in the judgment of the Board, cause the Company to be treated as a “publicly traded partnership” under Code Section 7704;

(vi) such Transfer would, if consummated (after taking into account the consummation of any other proposed Transfers for which a notice thereof has been previously delivered to the Company, but not yet consummated), cause the underlying assets of the Company to be deemed “plan assets” as defined under and pursuant to the Plan Asset Regulation or constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code;

(vii) such Transfer is not to an Accredited Investor;

(viii) such Transfer is to any Competitor; or

(ix) such Transfer is to any Sanctioned Person.

(b) *Certificates; Legal Opinion.* In addition to the restrictions set forth in Section 9.1(a), no Units shall be Transferred by any Member unless (i) the certificates (if any) representing such Units bear legends as provided in Section 9.1(e) (or, with respect to uncertificated Units, notice of such legends is provided in accordance with applicable law), for so long as such legends are applicable; (ii) either (A) the Transferee is an Affiliate of the Transferor or (B) prior to such Transfer (1) the Transferee and the Transferor shall have delivered to the Company representation letters in such form as may be approved from time to time by the Company (including a representation from the Transferee that the Transferee is an Accredited Investor), and (2) the Transferor shall have delivered to the Company a legal opinion, reasonably acceptable to the Company, stating that the registration of the Units that are the subject of such proposed Transfer is not required under the Securities Act or any applicable state securities or “blue sky” laws; and (iii) in the case of a Transfer by a Member that is not a “United States person” within the meaning of Code Section 7701(a)(30), such Member and the Transferee shall have delivered to the Company, in respect of the relevant Transfer, written evidence that all required withholding under Code Section 1446(f) will be done and duly remitted to the applicable Taxing Authority or duly executed certifications (prepared in accordance with Treasury Regulations Section 1.1446(f)-2(b) or other applicable authorities) of an exemption from such withholding. Any of the requirements set forth in clause (B) of the immediately preceding sentence may be waived by the Company in its sole discretion.

(c) *Notice of Transfer.* Subject to Section 9.3, and unless otherwise waived by the Company, any Member proposing to effect a Transfer of Units must submit to the Company, not less than five (5) Business Days prior to such Transfer, a written notice (a “Transfer Notice”) of such Transfer. A Transfer Notice shall be delivered to the Company, to the attention of (i) the Secretary or Chief Financial Officer, or any of their designees, and (ii) the Chairperson, in each case in accordance with Section 19.5. A Transfer Notice shall include or be accompanied by (A) the name, address, e-mail address and telephone number of the Transferor and the Transferee, (B) a certification from the Transferee whether the Transferee is an Affiliate of the Transferor, (C) a certification from the Transferee that the Transferee is not a Sanctioned Person, (D) a certification from the Transferee that the Transferee is a Competitor under clause (a) or clause (c) of the definition of “Competitor”, (E) the number and class and/or series of Units proposed to be Transferred to, and acquired by, the Transferee, (F) the date on

which the Transfer is proposed to take place, (G) the percentage of the Transferor's total number of Units of the same class and/or series to be Transferred, (H) a Joinder Agreement, duly completed and executed by the Transferee to the extent such Transferee has not already signed a counterpart of this Agreement or executed a Joinder Agreement, (I) an AI Questionnaire, duly completed and executed by the Transferee, (J) an IRS Form W-9 or appropriate IRS Form W-8, as applicable, duly completed and executed by the Transferee to the extent such Transferee has not already delivered to the Company such a duly completed and executed tax form that is not obsolete, inaccurate or expired, and (K) a request that the Company instruct the Transfer Agent to register the Transfer in the Register of Members. So long as the other provisions of this Section 9.1 are satisfied and complied with, the Company shall, within five (5) Business Days after a Transfer Notice is delivered to the Company (but in no event earlier than the proposed date of Transfer specified in the Transfer Notice), instruct and use commercially reasonable efforts to cause the Transfer Agent to register the Transfer in the Register of Members unless, (I) prior to the expiration of such five (5) Business Day period, the Company requests information demonstrating that the Transfer complies with this Section 9.1 (including information demonstrating that the Transferee is not a Competitor or a Sanctioned Person) or (II) the Transferor by written notice to the Company withdraws the related Transfer Notice prior to registration of the Transfer. If any such request for information is made, the Company shall instruct and use commercially reasonable efforts to cause the Transfer Agent to register the Transfer in the Register of Members no later than five (5) Business Days after the Company receives such information (but in no event earlier than the proposed date of Transfer specified in the Transfer Notice), unless the Company determines during any such five (5)-Business Day period that the Transfer is not permitted pursuant to the terms of this Section 9.1, in which case the Company shall promptly inform the Transferor of such determination. Upon the closing of each Transfer that is permitted by this Agreement and the Transferee becoming a party to this Agreement, (x) such Transferee shall be admitted as, and deemed to be, a Member for purposes of this Agreement, (y) such Transferee shall be entitled to the rights (excluding any rights of a Member that are not assignable or otherwise transferable pursuant to the terms of this Agreement), and subject to the obligations, of a Member with respect to the Transferred Units and (z) the Company shall instruct and use commercially reasonable efforts to cause the Transfer Agent to amend and update the Register of Members to reflect such Transfer.

(d) *Prohibited Transfers Void.* The Company shall not instruct or cause the Transfer Agent to register the Transfer of any Units in the Register of Members except for Transfers that are consummated in accordance with the terms and provisions of this Agreement and, in the case of any Class B Units, the terms and provisions of any applicable Management Incentive Plan and/or Award Agreement. Any purported Transfer of Units in violation of such terms and provisions shall be void *ab initio* and shall not be recognized by the Company.

(e) *Legends.*

(i) All certificates (if any) or statements related to book-entry accounts (if any) representing or otherwise evidencing any Units that were issued

under the Plan of Reorganization shall conspicuously bear, or shall be deemed to conspicuously bear (even if such certificate or statement does not actually bear such legend), the following legend (subject to Section 9.1(e)(iv) below):

“THE LIMITED LIABILITY COMPANY INTERESTS REPRESENTED OR OTHERWISE EVIDENCED BY THIS [CERTIFICATE] [STATEMENT] WERE ORIGINALLY ISSUED IN RELIANCE UPON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SECTION 5 OF THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), PROVIDED BY SECTION 1145 OF THE BANKRUPTCY CODE, 11 U.S.C. § 1145. THE LIMITED LIABILITY COMPANY INTERESTS REPRESENTED OR OTHERWISE EVIDENCED BY THIS [CERTIFICATE] [STATEMENT] HAVE NOT BEEN REGISTERED UNDER THE ACT OR ANY STATE SECURITIES LAWS, AND TO THE EXTENT THE HOLDER OF SUCH LIMITED LIABILITY COMPANY INTERESTS IS AN “UNDERWRITER,” AS DEFINED IN SECTION 1145(B)(1) OF THE BANKRUPTCY CODE, MAY NOT BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE REGISTRATION REQUIREMENTS OF THE ACT OR AN EXEMPTION THEREFROM AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS.”

(ii) All certificates (if any) or statements related to book-entry accounts (if any) representing or otherwise evidencing any Units (excluding Units that were issued under the Plan of Reorganization) shall conspicuously bear, or shall be deemed to conspicuously bear (even if such certificate or statement does not actually bear such legend), the following legend (subject to Section 9.1(e)(iv) below):

“THE LIMITED LIABILITY COMPANY INTERESTS REPRESENTED OR OTHERWISE EVIDENCED BY THIS [CERTIFICATE] [STATEMENT] HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR ANY STATE SECURITIES LAWS AND MAY NOT BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE REGISTRATION REQUIREMENTS OF THE ACT OR AN EXEMPTION THEREFROM AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS.”

(iii) All certificates (if any) or statements related to book-entry accounts (if any) representing or otherwise evidencing any Units shall conspicuously bear, or shall be deemed to conspicuously bear (even if such certificate or statement does not actually bear such legend), the following legend subject to Section 9.1(e)(iv) below):

“THE LIMITED LIABILITY COMPANY INTERESTS REPRESENTED OR OTHERWISE EVIDENCED BY THIS [CERTIFICATE] [STATEMENT] ARE SUBJECT TO VARIOUS TERMS, PROVISIONS AND CONDITIONS, INCLUDING CERTAIN RESTRICTIONS ON SALE, DISPOSITION OR TRANSFER, AS SET FORTH IN THE AMENDED AND RESTATED LIMITED LIABILITY COMPANY

AGREEMENT OF [●] (THE “COMPANY”) DATED AS OF [●], 2025 (AS AMENDED, SUPPLEMENTED, AMENDED AND RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “LLC AGREEMENT”) BY AND AMONG THE COMPANY AND THE MEMBERS OF THE COMPANY. NO REGISTRATION OR TRANSFER OF THE LIMITED LIABILITY COMPANY INTERESTS REPRESENTED OR OTHERWISE EVIDENCED BY THIS [CERTIFICATE] [STATEMENT] WILL BE MADE ON THE BOOKS OF THE COMPANY OR ITS TRANSFER AGENT UNLESS AND UNTIL SUCH RESTRICTIONS SHALL HAVE BEEN COMPLIED WITH. THE COMPANY OR ITS TRANSFER AGENT WILL FURNISH, WITHOUT CHARGE, TO EACH HOLDER OF RECORD OF THE LIMITED LIABILITY COMPANY INTERESTS REPRESENTED OR OTHERWISE EVIDENCED BY THIS [CERTIFICATE] [STATEMENT] A COPY OF THE LLC AGREEMENT, CONTAINING THE ABOVE-REFERENCED TERMS, PROVISIONS AND CONDITIONS, INCLUDING RESTRICTIONS ON SALE, DISPOSITION OR TRANSFER OF LIMITED LIABILITY COMPANY INTERESTS, UPON WRITTEN REQUEST TO THE COMPANY AT ITS PRINCIPAL PLACE OF BUSINESS.”

(iv) In the event that any Units shall be registered for Transfer under the Securities Act, the Company shall, upon the written request of the holder of such Units, issue to such holder a new certificate or statement of book-entry position, as applicable, representing or otherwise evidencing such Units without the legend required by Section 9.1(e)(i) or Section 9.1(e)(ii). In the event that any Units shall cease to be subject to the restrictions on Transfer set forth in this Section 9.1, the Company shall, upon the written request of the holder of such Units, issue to such holder a new certificate or statement of book-entry position, as applicable, representing or otherwise evidencing such Units without the legend required by Section 9.1(e)(iii).

(v) In the case of uncertificated Units, the Company shall provide notice to the Members of the applicable legends required by Sections 9.1(e)(i), 9.1(e)(ii) and 9.1(e)(iii) in accordance with applicable law.

(vi) Each Member shall be deemed to have actual knowledge of the terms, provisions, restrictions and conditions set forth in this Agreement (including the restrictions on Transfer set forth in this Section 9.1) for all purposes of this Agreement and applicable law (including the Act and the Uniform Commercial Code as adopted and in effect in any applicable jurisdiction), whether or not any certificate or statement of book-entry position, as applicable, representing or otherwise evidencing any Units owned or held by such Member bears the applicable legends set forth in Sections 9.1(e)(i), 9.1(e)(ii) and 9.1(e)(iii) and whether or not any such Member received a separate notice of such terms, provisions, restrictions and conditions.

(f) *Transfers of Class B Units.* Anything in this Agreement to the contrary notwithstanding, Class B Units shall not be Transferred by any Member unless such Transfer also complies with any restrictions on Transfer set forth in the applicable Management Incentive Plan and/or any applicable Award Agreement (which restrictions

may be in addition to, and/or more restrictive than, the restrictions on Transfer of Units set forth in this Agreement).

(g) *Certain Members.* If any Member is an Entity that has no substantial assets other than Units and/or indebtedness of, or securities in, the Company or any of its Subsidiaries, then such Member agrees that no Equity Interests in such Member may be sold, transferred or otherwise disposed to any Person other than in accordance with the terms and provisions of this Section 9.1 as if such Equity Interests were Units; provided, that a sale, transfer or other disposition of Equity Interests in such Member to any Affiliate of such Member (other than to any Affiliate of such Member that is a portfolio company of such Member or any of its other Affiliates) shall not be subject to this Section 9.1(g).

(h) *No Requirement to List.* The Company shall have no obligation under this Agreement to list any of the Units or other Interests on any securities exchange, automated quotation system or over-the-counter marketplace.

(i) *Transfers to the Company.* A Transfer of Units to the Company shall not be subject to the requirements of this Section 9.1.

(j) *Additional Restrictions.* If the Board makes a reasonable determination that additional restrictions are necessary to prevent (i) the Company from being treated as a “publicly traded partnership” under Code Section 7704 or (ii) jeopardizing the availability to The Container Store Group, Inc. or any of its subsidiaries of their net operating loss or net capital loss carryforwards or certain other tax benefits under Code Section 382, the Board may impose such additional restrictions on Transfers as the Board has reasonably determined to be so necessary.

(k) *Reimbursement of Company Expenses.* The Transferor and the Transferee shall be jointly and severally obligated to reimburse the Company for all reasonable out-of-pocket third party costs and expenses (including legal fees) incurred by the Company in connection with any Transfer or proposed Transfer of such Transferor’s Units (excluding any Transfer or proposed Transfer pursuant to Section 9.3 or otherwise pursuant to a Sale Transaction).

(l) *Modifications to Procedural Provisions.* Notwithstanding anything herein to the contrary, the Company may, in its sole discretion, waive or modify the application of any term or provision of a procedural nature set forth herein to any Transfer so long as such waiver or modification (i) is for administrative convenience purposes to facilitate the consummation of such Transfer, (ii) does not adversely affect the rights of any of the Members, (iii) does not subject any of the Members to any additional obligations or liabilities, and (iv) is approved by the Transferor and the ultimate Transferee of such Transfer (which approval may be provided by e-mail to the Company in accordance with Section 19.5). The right of the Company to make any such waiver or modification need not be uniform among Transfers and may be made by it selectively among any Transfers (whether or not such Transfers are similar in nature).

Any such waiver or modification shall not require any consents or approvals of the Members under Section 16.1.

9.2 Transfer Agents; Regulations. The Company, by resolution or written consent of the Board, may from time to time appoint a Transfer Agent under such arrangements and upon such terms and conditions as the Board deems advisable. Unless the Board has appointed some other Person as its Transfer Agent (and upon the revocation of any such appointment, thereafter until a new appointment is similarly made) the Secretary, or any Person designated by the Secretary, shall be the Transfer Agent without the necessity of any formal action of the Board, and the Secretary, or any Person designated by the Secretary, shall perform all of the duties of the Transfer Agent. The Board may make such rules and regulations as it may deem expedient and as are not inconsistent with this Agreement, concerning the issue, registration and Transfer of certificates for Units.

9.3 Drag-Along Transactions.

(a) In the event that the Majority Members at the time of the delivery of a Drag Notice (for purposes of this Section 9.3, each, a “Selling Member” and, collectively, the “Selling Members”) determine to effect, approve or otherwise take any action that would cause the occurrence of, or desire to consummate, a Sale Transaction (whether or not a Member vote is required) to or with any Person or “group” (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision) other than the Selling Members or any Affiliates thereof (a “Third Party Purchaser”) (any such Sale Transaction, a “Drag-Along Transaction”), the Company or the Selling Members (or a designated representative acting on behalf of the Selling Members) will have the right (but not the obligation) to deliver written notice thereof (a “Drag Notice”) to all other Members (each, a “Dragged Member” and, collectively, the “Dragged Members”), including any holders of Class B Units. Such written notice shall be delivered to the Dragged Members in accordance with Section 19.5 and shall contain a general description of the material terms and conditions of the Drag-Along Transaction, including the amount and form of consideration to be paid by the Third Party Purchaser, copies of any Drag-Along Transaction Documents or Investment Documents that the Dragged Members will be required to execute and deliver in connection with such Drag-Along Transaction (to the extent such documents exist and are in substantially final form at the time such Drag Notice is delivered to the Dragged Members) and the proposed date (which may be an estimated date or range of dates) for the closing of the Drag-Along Transaction; provided, that the Selling Members may elect to omit from the Drag Notice any such terms and conditions of, or information relating to, the Drag-Along Transaction if the Selling Members determine that the disclosure thereof to the Dragged Members would have an adverse effect on the Drag-Along Transaction or the consummation thereof, but the omission of any such terms, conditions or information shall not have any effect on the validity of the Drag Notice.

(b) If a Drag Notice is delivered by the Company or by or on behalf of the Selling Members to the Dragged Members, each of the Dragged Members shall:

(i) if such Drag-Along Transaction is structured as a Transfer of Units (including any Transfer of Units by way of a merger of the Company with any other Person), be obligated to Transfer to the Third Party Purchaser (subject to the other terms of this Section 9.3(b)), at the closing of such Drag-Along Transaction, all Units held by such Dragged Member (or the applicable portion of such Dragged Member's Units that are required to be Transferred in connection with such Drag-Along Transaction, as determined in accordance with Section 9.3(c)) on purchase terms and conditions that are substantially the same as those purchase terms and conditions applicable to the Units of the Selling Members of the same class or series (excluding any investment or reinvestment opportunity given to management of the Company or any of its Subsidiaries), free and clear of any Liens (other than Permitted Liens); provided, that (A) each Dragged Member will receive, in respect of such Dragged Member's Units that are Transferred in such Drag-Along Transaction, no less than the same portion of the aggregate net consideration paid in such Drag-Along Transaction that such Dragged Member would have received if such aggregate net consideration had been distributed by the Company pursuant to Section 13.1(a) (and such aggregate net consideration shall be treated as if it was distributed by the Company pursuant to Section 13.1(a)), unless otherwise approved by such Dragged Member, and (B) if the Selling Members are given an option as to the form of consideration to be received in exchange for their Units of any class or series, then each of the Dragged Members shall be given the same option with respect to their Units of the same class or series;

(ii) if such Drag-Along Transaction is structured as a sale or transfer of assets (including by or through the sale, issuance or other disposition of the Equity Interests of, or reorganization, merger, unit or share exchange, consolidation or other business combination involving, any direct and/or indirect Subsidiary or Subsidiaries of the Company), approve any subsequent dissolution and liquidation of the Company or any of its Subsidiaries in connection therewith and execute and/or deliver any applicable documents, instruments or agreements related thereto;

(iii) (A) be required to vote (including by written consent) such Dragged Member's Units (to the extent of any voting rights), whether by proxy, voting agreement or otherwise, in favor of such Drag-Along Transaction, and (B) not raise any objection against such Drag-Along Transaction (including objections relating to the consideration being paid in connection therewith) or the process pursuant to which it was arranged, negotiated or consummated;

(iv) execute and deliver any applicable purchase agreement, merger agreement, indemnity agreement, escrow agreement, letter of transmittal, release or other agreements or documents governing or relating to such Drag-Along Transaction (on terms substantially the same as those terms applicable to the Selling Members) that the Company, the Selling Members or the Third Party Purchaser may request and which are executed and delivered by the Selling Members (the "Drag-Along Transaction Documents"), and (A) agree to or

provide the same covenants, obligations, indemnities and agreements as agreed to or provided by the Selling Members set forth therein and (B) make the same representations and warranties as the Selling Members, on a several and not joint basis, regarding organization, existence and good standing of such Dragged Member, the power and authority of such Dragged Member to enter into the Drag-Along Transaction, due authorization, execution and delivery by such Dragged Member of the Drag-Along Transaction Documents and the Investment Documents, enforceability against such Dragged Member of the Drag-Along Transaction Documents and the Investment Documents, good and marketable title (free and clear of all Liens) of the Units of such Dragged Member, the consents and notices required to be obtained or made by such Dragged Member in connection with such Drag-Along Transaction, no conflicts with organizational documents, contracts or law applicable to such Dragged Member, no legal proceedings against such Dragged Member, no brokers' fees owed by such Dragged Member in connection with such Drag-Along Transaction, and other matters reasonably requested by the Third Party Purchaser with respect to such Dragged Member and related to such Drag-Along Transaction; provided, however, that (x) no Dragged Member shall be required to provide any indemnity relating to such Drag-Along Transaction that is in excess of the amount of gross proceeds payable to such Dragged Member in connection with such Drag-Along Transaction (other than on account of such Dragged Member's own fraud), (y) any escrow arrangement or indemnity shall be allocated among each Selling Member and Dragged Member *pro rata* based upon the allocation among each such Member of the consideration payable in respect of Units in the Drag-Along Transaction; provided, that any indemnities on account of a Dragged Member's representations and warranties described in clause (B) above or a Dragged Member's own fraud or breach of covenants shall be solely the responsibility of such Dragged Member, and (z) no Dragged Member shall be required to provide any non-competition, non-solicitation or similar covenant other than customary confidentiality covenants;

(v) if the Members will receive any Equity Interests (and/or any options, warrants or other securities that are convertible into, or exchangeable or exercisable for, any Equity Interests) in the continuing, acquiring, resulting or surviving entity in the Drag-Along Transaction, or any Affiliate thereof (the "Surviving Entity"), execute and deliver any applicable limited liability company agreement, stockholders agreement, partnership agreement, investor rights agreement, voting agreement or similar agreement which relates to the internal governance of the Surviving Entity and/or the rights or obligations of the owners of the Equity Interests (and/or any options, warrants or other securities that are convertible into, or exchangeable or exercisable for, any Equity Interests) in the Surviving Entity that the Company, the Selling Members or the Third Party Purchaser may request and which are executed and delivered by the Selling Members (the "Investment Documents"), and agree to or provide the same covenants, obligations and agreements as agreed to or provided by the Selling Members set forth therein;

(vi) use commercially reasonable efforts to obtain or make any consents or filings necessary to be obtained or made by such Dragged Member to effectuate such Drag-Along Transaction;

(vii) without limiting the provisions of Section 5.6, waive and refrain from exercising any appraisal, dissenters or similar rights with respect to such Drag-Along Transaction;

(viii) not (A) take any action that would reasonably be expected to impede or be prejudicial to such Drag-Along Transaction, (B) assert, at any time, any claim against the Company, any member of the Board (or any committee thereof), any member of any Subsidiary Governing Body or any other Member or any of its Affiliates (including any Selling Member and any of its Affiliates) in connection with such Drag-Along Transaction, or (C) except as permitted under and pursuant to Article 20, disclose to any Person any information related to such Drag-Along Transaction (including the identity of the Third Party Purchaser, the fact that discussions or negotiations are taking place concerning such Drag-Along Transaction, or any of the terms, conditions or other information with respect to such Drag-Along Transaction); and

(ix) take all necessary or desirable actions reasonably requested by the Selling Members, the Third Party Purchaser and/or the Company in connection with the consummation of such Drag-Along Transaction, including voting such Dragged Member's Units (to the extent of any voting rights), whether by proxy, voting agreement or otherwise, in favor of such Drag-Along Transaction and, if applicable, in favor of a Corporate Conversion in connection with such Drag-Along Transaction.

(c) In the case of a Drag-Along Transaction pursuant to which the Selling Members are collectively Transferring less than one hundred percent (100%) of all of the Units owned or held by the Selling Members in the aggregate, each Dragged Member shall be required to Transfer a percentage of the Units owned or held by such Dragged Member equal to the quotient obtained by dividing (i) the total number of Units owned or held by the Selling Members that are proposed to be Transferred in such Drag-Along Transaction by (ii) the total number of Units owned or held by the Selling Members in the aggregate.

(d) At the closing of any Drag-Along Transaction that is structured as a sale or other Transfer of Units in which the Selling Members have exercised their rights under this Section 9.3, each Dragged Member shall deliver at such closing, against payment of the purchase price therefor in accordance with the terms of the Drag-Along Transaction Documents, certificates or other documentation (or other evidence thereof reasonably acceptable to the Third Party Purchaser) representing such Dragged Member's Units to be sold, duly endorsed for transfer or accompanied by duly endorsed instruments of transfer, and such other documents as are deemed reasonably necessary by any one or more of the Selling Members, the Third Party Purchaser and/or the Company for the

proper transfer of such Units on the books of the Company or the Transfer Agent, free and clear of any Liens (other than Permitted Liens).

(e) Each Selling Member and each Dragged Member will bear its *pro rata* share (based upon the allocation among each such Member of the consideration payable in respect of Units in the Drag-Along Transaction) of the costs and expenses of any Drag-Along Transaction to the extent such costs and expenses are incurred for the benefit of all Members or the Company and are not otherwise paid by the Company or the Third Party Purchaser. Costs and expenses incurred by any Member on its own behalf will not be considered costs and expenses of the Drag-Along Transaction and will be borne solely by such Member.

(f) The Company shall, and shall use its commercially reasonable efforts to cause its officers, employees, agents, contractors and others under its control to, cooperate and assist in any proposed Drag-Along Transaction and not take any action which would reasonably be expected to impede or be prejudicial to any such Drag-Along Transaction. Pending the completion of any proposed Drag-Along Transaction, the Company shall use commercially reasonable efforts to operate the Company and its Subsidiaries in the ordinary course of business and to maintain all existing business relationships in good standing (unless otherwise required by the Drag-Along Transaction Documents) and otherwise comply with the terms of the Drag-Along Transaction Documents to which it is a party.

(g) The Company shall cooperate with the Selling Members to enter into a Drag-Along Transaction and to take any and all such further action in connection therewith as the Selling Members may deem reasonably necessary or reasonably appropriate in order to consummate (or, if directed by the Selling Members, abandon) any such Drag-Along Transaction. Neither the Company, any of its Subsidiaries nor any of the Selling Members shall have any liability if any Drag-Along Transaction is not consummated for any reason (including if the Selling Members elect to abandon such Drag-Along Transaction for any reason or for no reason). Subject to the provisions of this Section 9.3, the Selling Members, in exercising their rights under this Section 9.3, shall have complete discretion over the terms and conditions of any Drag-Along Transaction effected hereby, including price, payment terms, conditions to closing, timing of closing, representations, warranties, affirmative covenants, negative covenants, indemnification, releases, holdbacks and escrows. At the request of the Selling Members, the Board shall authorize and direct the Company and/or any now or hereafter created Subsidiary of the Company to execute such agreements, documents, applications, authorizations, registration statements and instruments as they may deem reasonably necessary or reasonably appropriate in connection with any Drag-Along Transaction.

(h) IN ORDER TO SECURE THE OBLIGATIONS OF EACH DRAGGED MEMBER TO VOTE SUCH DRAGGED MEMBER'S UNITS IN FAVOR OF A DRAG-ALONG TRANSACTION AND (WITHOUT LIMITING THE PROVISIONS OF SECTION 5.6) TO WAIVE ANY APPRAISAL, DISSENTERS OR SIMILAR RIGHTS THAT SUCH DRAGGED MEMBER HAS (OR MAY HAVE) WITH RESPECT TO ANY DRAG-ALONG TRANSACTION, IN EACH CASE AS SET

FORTH IN SECTION 9.3(b), EACH DRAGGED MEMBER HEREBY IRREVOCABLY APPOINTS THE SELLING MEMBERS (AND EACH OF THEM) AS SUCH DRAGGED MEMBER'S TRUE AND LAWFUL PROXY AND ATTORNEY, WITH FULL POWER OF SUBSTITUTION, TO VOTE ALL UNITS OWNED OR HELD BY SUCH DRAGGED MEMBER OR OVER WHICH SUCH DRAGGED MEMBER HAS VOTING CONTROL TO EFFECTUATE SUCH VOTES AND WAIVERS FOR THE DURATION OF THE EXISTENCE OF THE COMPANY. IN ADDITION, IN ORDER TO SECURE THE OBLIGATIONS OF EACH DRAGGED MEMBER TO EXECUTE AND DELIVER THE DRAG-ALONG TRANSACTION DOCUMENTS AND, IF APPLICABLE, THE INVESTMENT DOCUMENTS, AND TO TAKE ACTIONS IN CONNECTION WITH THE CONSUMMATION OF A DRAG-ALONG TRANSACTION, IN EACH CASE AS SET FORTH IN SECTION 9.3(b), EACH DRAGGED MEMBER HEREBY IRREVOCABLY GRANTS TO THE SELLING MEMBERS (AND EACH OF THEM) A POWER-OF-ATTORNEY TO SIGN ANY AND ALL SUCH DRAG-ALONG TRANSACTION DOCUMENTS AND, IF APPLICABLE, INVESTMENT DOCUMENTS, AND TO TAKE ANY AND ALL SUCH ACTIONS, IN THE NAME AND ON BEHALF OF SUCH DRAGGED MEMBER. THE PROXIES AND POWERS OF ATTORNEY GRANTED BY EACH DRAGGED MEMBER PURSUANT TO THIS SECTION 9.3(h) ARE COUPLED WITH AN INTEREST, ARE IRREVOCABLE, AND SHALL NOT BE AFFECTED BY AND SHALL SURVIVE THE DEATH, INCOMPETENCY, INCAPACITY, DISABILITY, MERGER, CONSOLIDATION, BANKRUPTCY, INSOLVENCY, LIQUIDATION OR DISSOLUTION OF ANY DRAGGED MEMBER.

(i) Any Class B Units Transferred in a Drag-Along Transaction by a Selling Member or a Dragged Member shall immediately and automatically convert into Class A Units upon the consummation of such Drag-Along Transaction, as determined by the Board.

(j) A Transfer of Units in a Drag-Along Transaction by a Selling Member or a Dragged Member pursuant to this Section 9.3 shall not be subject to the requirements of (i) Section 9.1 (other than Section 9.1(a)(i)) or (ii) Section 9.7.

(k) For the avoidance of doubt, the obligations of the Company and the Dragged Members pursuant to this Section 9.3 shall apply irrespective of the amount of consideration (if any) to be paid to each Dragged Member pursuant to the Drag-Along Transaction.

9.4 Tag-Along Transactions.

(a) In the event that one or more Members (acting alone or with other Members) who own or hold Class A Units (each, an "Initiating Holder" and, collectively, the "Initiating Holders") desire to effect a Tag-Along Transaction, the Initiating Holders (or a designated representative acting on their behalf) shall deliver written notice (a "Sale Notice") to all other Members that own or hold Class A Units (each, a "Tag-Along Seller" and, collectively, the "Tag-Along Sellers") and the Company, in accordance with Section 19.5, at least ten (10) Business Days prior to the consummation of such Tag-

Along Transaction, offering the Tag-Along Sellers the opportunity to participate in such Tag-Along Transaction on the terms and conditions set forth in the Sale Notice (which terms and conditions shall be the same as those terms and conditions (including at the same price) applicable to the Initiating Holders (except that if the Initiating Holders are given an option as to the form of consideration to be received in exchange for their Class A Units, each of the Tag-Along Sellers shall only need to be given the same option with respect to their Class A Units)); provided, however, that if the consideration to be paid in such Tag-Along Transaction consists, in whole or in part, of securities or any other non-cash consideration, then any Member that is not an Accredited Investor or any Member who does not, promptly following the request of the Initiating Holders or the Transferee in such Tag-Along Transaction (but in any event within three (3) Business Days after receipt of any such request), certify to the Initiating Holders and the Transferee in such Tag-Along Transaction that such Member is an Accredited Investor shall not be offered the opportunity to participate in such Tag-Along Transaction and shall not be deemed a Tag-Along Seller for purposes of such Tag-Along Transaction. The Sale Notice shall contain a general description of the material terms and conditions of the Tag-Along Transaction, including the total number of Class A Units proposed to be Transferred, the proposed amount and form of consideration for the Class A Units proposed to be Transferred, and copies of any Tag-Along Transaction Documents that the Tag-Along Sellers will be required to execute and deliver in connection with such Tag-Along Transaction (to the extent such documents exist and are in substantially final form at the time such Sale Notice is delivered to the Tag-Along Sellers).

(b) Each Tag-Along Seller may, by written notice (each, an “Acceptance Notice”) delivered to the Initiating Holders (or their designated representative) within five (5) Business Days after delivery of the Sale Notice to such Tag-Along Seller, elect to Transfer Class A Units in such Tag-Along Transaction, on the terms and conditions set forth in the Sale Notice; provided, however, that if the proposed Transferee in the Tag-Along Transaction desires to purchase a number of Class A Units that is less than the aggregate number of Class A Units proposed to be Transferred by the Initiating Holders and all Tag-Along Sellers electing to Transfer Class A Units in the Tag-Along Transaction, then the Initiating Holders may elect to either (i) terminate such Tag-Along Transaction with respect to the Initiating Holders and each Tag-Along Seller or (ii) consummate such Tag-Along Transaction on the basis of such lesser number of Class A Units and, upon such election to consummate the Tag-Along Transaction, each Initiating Holder and each electing Tag-Along Seller shall be permitted to Transfer to such Transferee up to that number of Class A Units owned or held by such Initiating Holder or such Tag-Along Seller, as the case may be, equal to the product of (x) the total number of Class A Units to be acquired by the Transferee in the proposed Tag-Along Transaction and (y) such Initiating Holder’s or such Tag-Along Seller’s (as applicable) proportionate percentage of the issued and outstanding Class A Units collectively owned or held by the Initiating Holders and all electing Tag-Along Sellers; provided, further, that if at any time after delivery of a Sale Notice there is a change in the price or other material change in the terms or conditions of the proposed Tag-Along Transaction described in such Sale Notice, then the Initiating Holders shall deliver a revised Sale Notice to all Tag-Along Sellers indicating such revised price and/or other material change, and each Tag-Along Seller shall have an additional five (5) Business Days after

delivery of the revised Sale Notice to indicate whether or not it elects to Transfer Class A Units in such Tag-Along Transaction, on the terms and conditions set forth in the revised Sale Notice (it being understood and agreed that if a Tag-Along Seller elected to Transfer Class A Units in such Tag-Along Transaction prior to the commencement of such additional five-Business Day period, then such election will remain in effect unless such Tag-Along Seller revokes, amends or otherwise modifies such election in writing prior to the expiration of such additional five-Business Day period).

(c) In connection with any Tag-Along Transaction in which any Tag-Along Seller elects to participate pursuant to this Section 9.4, each such Tag-Along Seller shall take all necessary or desirable actions reasonably requested by the Initiating Holders and/or the Transferee in such Tag-Along Transaction in connection with the consummation of such Tag-Along Transaction, including (A) executing and delivering the applicable purchase agreement, merger agreement, indemnity agreement, escrow agreement, letter of transmittal, release or other agreements or documents governing or relating to such Tag-Along Transaction that the Initiating Holders or the Transferee in such Tag-Along Transaction may request (the “Tag-Along Transaction Documents”), and (B) if the Initiating Holders and the Tag-Along Sellers will receive any Equity Interests (and/or any options, warrants or other securities that are convertible into, or exchangeable or exercisable for, any Equity Interests) in the Transferee or any other Person in connection with such Tag-Along Transaction, executing and delivering any applicable limited liability company agreement, stockholders agreement, partnership agreement, investor rights agreement, voting agreement or similar agreement which relates to the internal governance of such Transferee or such other Person and/or the rights or obligations of the owners of the Equity Interests (and/or any options, warrants or other securities that are convertible into, or exchangeable or exercisable for, any Equity Interests) in such Transferee or such other Person that Initiating Holders or the Transferee may request and which are executed and delivered by the Initiating Holders. In connection with any Tag-Along Transaction that complies with this Section 9.4, no Member (whether or not a Tag-Along Seller) shall (i) take any action that would reasonably be expected to impede or be prejudicial to such Tag-Along Transaction, (ii) assert, at any time, any claim against the Company, any member of the Board (or any committee thereof), any member of any Subsidiary Governing Body or any other Member or any of its Affiliates (including any Initiating Holder and any of its Affiliates) in connection with such Tag-Along Transaction, or (iii) except as permitted under and pursuant to Article 20, disclose to any Person any information related to such Tag-Along Transaction (including the identity of the Transferee, the fact that discussions or negotiations are taking place concerning such Tag-Along Transaction, or any of the terms, conditions or other information with respect to such Tag-Along Transaction).

(d) At the closing of any Tag-Along Transaction in which any Tag-Along Seller has elected to participate under this Section 9.4, such Tag-Along Seller shall deliver at such closing, against payment of the consideration therefor in accordance with the terms of the Tag-Along Transaction Documents, certificates or other documentation (or other evidence thereof reasonably acceptable to the Transferee in such Tag-Along Transaction) representing its Class A Units to be Transferred, duly endorsed for transfer or accompanied by duly endorsed instruments of transfer, and such other documents as

are deemed reasonably necessary by the Initiating Holders, the Transferee in such Tag-Along Transaction and/or the Company for the proper Transfer of such Class A Units on the books of the Company or the Transfer Agent, free and clear of any Liens (other than Permitted Liens).

(e) Each Initiating Holder and each Tag-Along Seller electing to participate in a Tag-Along Transaction under this Section 9.4 will bear its *pro rata* share (based upon the allocation among each such Member of the consideration payable in respect of Class A Units in the Tag-Along Transaction) of the costs and expenses of any such Tag-Along Transaction to the extent such costs and expenses are incurred for the benefit of all such Members and are not otherwise paid by the Company or the Transferee. Costs and expenses incurred by any such Member on its own behalf will not be considered costs of the Tag-Along Transaction and will be borne solely by such Member.

(f) Subject to the provisions of this Section 9.4, the Initiating Holders shall have complete discretion over the terms and conditions of any Tag-Along Transaction, including price, payment terms, conditions to closing, timing of closing, representations, warranties, affirmative covenants, negative covenants, indemnification, releases, holdbacks and escrows. Neither the Company, any of its Subsidiaries nor any of the Initiating Holders shall have any liability if any Tag-Along Transaction is not consummated for any reason (including if the Initiating Holders elect to abandon such Tag-Along Transaction for any reason or for no reason).

(g) The Company shall, and shall use its commercially reasonable efforts to cause its officers, employees, agents, contractors and others under its control to, cooperate and assist in any proposed Tag-Along Transaction and not take any action which would reasonably be expected to impede or be prejudicial to any such Tag-Along Transaction. Pending the completion of any proposed Tag-Along Transaction, the Company shall use commercially reasonable efforts to operate the Company and its Subsidiaries in the ordinary course of business and to maintain all existing business relationships in good standing (unless otherwise required by the Tag-Along Transaction Documents) and otherwise comply with the terms of the Tag-Along Transaction Documents to which it is a party.

(h) If any Tag-Along Seller electing to participate in a Tag-Along Transaction materially breaches any of its obligations under this Section 9.4 in respect of such Tag-Along Transaction or any of its representations or obligations under any of the Tag-Along Transaction Documents, then, (i) at the option of the Initiating Holders, such Tag-Along Seller will not be permitted to participate in such Tag-Along Transaction and the Initiating Holders can proceed to close such Tag-Along Transaction excluding the sale of such Tag-Along Seller's Class A Units therefrom and, (ii) at the option of the Initiating Holders, the number of Class A Units to be Transferred by the Initiating Holders and the Tag-Along Sellers (excluding the breaching Tag-Along Seller) shall be recalculated pursuant to clause (ii) of Section 9.4(b) excluding the breaching Tag-Along Seller from such calculation.

(i) The Initiating Holders shall have the right for a period of ninety (90) days after the expiration of the latest five (5) Business Day period referred to in Section 9.4(b) to consummate the Tag-Along Transaction. In the event that the Initiating Holders have not consummated the Tag-Along Transaction within such ninety-day period, the Initiating Holders shall not thereafter consummate such Tag-Along Transaction unless the Initiating Holders again comply with the terms of this Section 9.4; provided, however, that if such Tag-Along Transaction is unable to be consummated within such ninety-day period as a result of antitrust or other regulatory delay, then such ninety-day period shall be extended on account of such delay as necessary to permit the Initiating Holders to effect such Tag-Along Transaction.

(j) The exercise or non-exercise of the rights of any of the Members under this Section 9.4 to participate in one or more Tag-Along Transactions shall not adversely affect their rights to participate in subsequent Tag-Along Transactions subject to this Section 9.4.

9.5 Appointment of Purchaser Representative. If the Selling Members enter into any negotiation or transaction for which Rule 506 of Regulation D (or any similar rule then in effect) promulgated by the SEC may be available with respect to such negotiation or transaction (including a merger, consolidation or other reorganization), each Draggged Member who is not an Accredited Investor shall, at the request of the Company or the Selling Members, appoint a “purchaser representative” (as such term is defined in Rule 501 of Regulation D) reasonably acceptable to the Company and the Selling Members in connection with such negotiation or transaction.

9.6 Preemptive Rights.

(a) After the Effective Date, the Company shall not, and the Company shall not permit any of its Subsidiaries to, sell or issue to any Person (including any then-current Member) any (i) Equity Interests of the Company or any of its Subsidiaries, or (ii) options, warrants or other securities that are convertible into, or exchangeable or exercisable for, any Equity Interests of the Company or any of its Subsidiaries (any such Equity Interests, options, warrants or securities, collectively, the “Additional Securities”) (other than pursuant to an Excluded Issuance), unless the Company or its applicable Subsidiary first submits written notice (a “Preemptive Rights Notice”) to each Significant Member identifying the material terms of the Additional Securities (including the price, number or amount and type of Additional Securities, and all other material terms thereof) and offers to each Significant Member that also demonstrates to the Company’s reasonable satisfaction that such Significant Member is an Accredited Investor (any such Significant Member, a “Preemptive Member” and, collectively, the “Preemptive Members”) the opportunity to purchase up to a portion of the Additional Securities (a “Pro Rata Portion”) on such terms and conditions set forth in the Preemptive Rights Notice. A Preemptive Member’s Pro Rata Portion shall be equal to the product of (1) the total number or amount of Additional Securities subject to the sale or issuance and (2) a fraction, (A) the numerator of which is the number of Class A Units then owned or held by such Preemptive Member, and (B) the denominator of which is the total number of Class A Units then owned or held by all Preemptive Members collectively.

(b) The Company's or its applicable Subsidiary's offer to each Preemptive Member shall remain open for a period of thirty (30) days after the Preemptive Rights Notice is delivered to such Preemptive Member in accordance with Section 19.5. A Preemptive Member may accept such offer by delivering written notice of such acceptance to the Company prior to the expiration of such thirty (30) day period, which notice shall set forth the number or amount of such Additional Securities to be purchased by such Preemptive Member (which, in any event, shall not exceed the number or amount equal to such Preemptive Member's Pro Rata Portion). If not all Preemptive Members subscribe for their full respective Pro Rata Portions, then the Company shall notify in writing the fully-subscribing Preemptive Members of such fact and shall offer, or cause its applicable Subsidiary to offer, such fully-subscribing Preemptive Members the right to acquire such unsubscribed Additional Securities on the terms set forth in the Preemptive Rights Notice. Each fully-subscribing Preemptive Member shall have the right to elect to purchase up to its pro rata share of such unsubscribed Additional Securities (in proportion to the Pro Rata Portions of all fully-subscribing Preemptive Members), by delivering written notice to the Company within two (2) Business Days from the date such offer from the Company or its applicable Subsidiary is delivered to such Preemptive Member. To the extent the procedure described in the preceding sentence does not result in the subscription of all unsubscribed Additional Securities, such procedure shall be repeated until there are no unsubscribed Additional Securities or until no Preemptive Member has elected to purchase additional unsubscribed Additional Securities.

(c) In the event that any Additional Securities are not subscribed for by the Preemptive Members in accordance with this Section 9.6, the Company or its applicable Subsidiary will have ninety (90) days after the expiration of the last period in which Preemptive Members are entitled to subscribe for Additional Securities to issue or sell the unsubscribed Additional Securities, at a price and upon other terms no more favorable to a purchaser of Additional Securities, in the aggregate, than those specified in the Preemptive Rights Notice delivered to the Preemptive Members pursuant to Section 9.6(a). Following the earlier to occur of (i) the date the Company or its applicable Subsidiary issues or sells all such unsubscribed Additional Securities and (ii) the date of the expiration of the ninety (90) day period referred to in the immediately preceding sentence, the Company or its applicable Subsidiary will not issue or sell any Additional Securities (other than pursuant to an Excluded Issuance) without first offering such Additional Securities to each of the Preemptive Members in the manner provided in this Section 9.6.

(d) Notwithstanding anything to the contrary set forth herein, the Company may comply with its obligations under this Section 9.6 by first selling or issuing to (or causing its applicable Subsidiary to sell or issue to) one or more Preemptive Members and/or any of their respective Affiliates (each, a "Specified Preemptive Member" and, collectively, the "Specified Preemptive Members") all or any portion of the Additional Securities contemplated to be issued or sold, and, promptly thereafter, offering to issue or sell to the Preemptive Members (other than the Specified Preemptive Members) (each, an "Other Preemptive Member" and, collectively, the "Other Preemptive Members") the number or amount of such Additional Securities the Other Preemptive Members would have been entitled to purchase pursuant to this Section 9.6 by applying Sections 9.6(a)

and 9.6(b) as if the Company or its applicable Subsidiary had not first issued or sold all or the applicable portion of the Additional Securities to the Specified Preemptive Members but rather had offered to issue or sell all of the Additional Securities to all Preemptive Members at the same time in accordance with the terms of those Sections; provided, however, that the Company or its applicable Subsidiary shall be permitted to pay the Specified Preemptive Members a reasonable fee or premium (which may be non-refundable) in connection with the sale of such Additional Securities to such Specified Preemptive Members, and it shall not be required that such fee or premium be shared with the Other Preemptive Members or taken into account in connection with the price to be paid by the Other Preemptive Members for such Additional Securities. In the event that any Other Preemptive Member purchases Additional Securities pursuant to any such offer referred to in the immediately preceding sentence and, as a result thereof, the Specified Preemptive Members would not have been permitted to purchase all of the Additional Securities they had purchased if all of the Additional Securities contemplated to be issued or sold had instead been offered to all Preemptive Members at the same time in accordance with Sections 9.6(a) and 9.6(b), then the Specified Preemptive Members shall sell or transfer to the Company or its applicable Subsidiary, for a price equal to the original cost thereof (plus any accrued and unpaid yield or interest thereon, if applicable, but without reducing such cost by any fee or premium received by the Specified Preemptive Members in connection therewith), the excess number or amount of Additional Securities that had been acquired by the Specified Preemptive Members.

(e) If the Company and/or any of its Subsidiaries desires to sell or issue (other than in an Excluded Issuance) (i) any Additional Securities and (ii) any indebtedness or debt securities of the Company or any of its Subsidiaries that do not otherwise constitute Additional Securities, and the items described in clauses (i) and (ii) are to be sold or issued together in unit increments (or in any other stapled or attached form), then such unit increments shall be deemed Additional Securities for purposes of this Section 9.6 and the provisions of this Section 9.6 shall apply to such unit increments.

9.7 Right of First Offer.

(a) If at any time a Member (such Member, the “Offering Member”) wishes to effect a ROFO Transaction, such Offering Member shall first deliver written notice (a “ROFO Notice”) to the Company and to each Major Member (each, a “ROFO Member”), in accordance with Section 19.5, of its desire to effect a ROFO Transaction. The ROFO Notice shall (i) contain a description of the material terms and conditions of the ROFO Transaction, including the number of Units proposed to be transferred (the “Offered Units”) and the purchase price (which purchase price must be exclusively in cash) (such material terms and conditions, collectively, the “Proposed Terms”), and (ii) offer the ROFO Members the right to acquire the Offered Units on the Proposed Terms in accordance with the terms of this Section 9.7.

(b) For a period of ten (10) Business Days after delivery of the ROFO Notice to the ROFO Members (the “ROFO Period”), each ROFO Member shall have the right (the “Right of First Offer”) to elect by delivering written notice (a “Purchase Notice”) to the Offering Member to purchase, on the Proposed Terms, up to its ROFO Portion of the

Offered Units; provided, however, that if any ROFO Member is a Counterparty and elects to provide Counterparty Excluded Information to the Offering Member pursuant to Section 9.8 prior to the expiration of such 10-Business Day period, then the ROFO Period shall instead be deemed to commence on such date that, following the receipt by the Offering Member of such Counterparty Excluded Information, either (i) the Offering Member has reaffirmed to the ROFO Members in writing its intention to Transfer the Offered Units or (ii) if the Offering Member has not made such reaffirmation, is three (3) Business Days after the Offering Member's receipt of such Counterparty Excluded Information; provided, further, that if the Offering Member receives Counterparty Excluded Information from a Counterparty and the Offering Member intends to proceed with the Transfer of the Offered Units, then, within three (3) Business Days after the Offering Member's receipt of such Counterparty Excluded Information, the Offering Member may offer to provide such Counterparty Excluded Information to any ROFO Member that does not have possession of such Counterparty Excluded Information, in which case (A) if such ROFO Member agrees to be provided with such Counterparty Excluded Information and the Offering Member provides such Counterparty Excluded Information to such ROFO Member, then the ROFO Period shall instead be deemed to commence on such date that such ROFO Member receives such Counterparty Excluded Information, or (B) if such ROFO Member refuses to receive such Counterparty Excluded Information, then such ROFO Member shall be excluded from the definition of "ROFO Member" solely with respect to the Transfer of the Offered Units (it being understood and agreed that if such ROFO Member does not agree to receive the Counterparty Excluded Information within two (2) Business Days following such ROFO Member's receipt of the offer from the Offering Member to be provided such Counterparty Excluded Information, then such ROFO Member shall be deemed to have refused to receive such Counterparty Excluded Information). Any Counterparty Excluded Information provided to an Offering Member or a ROFO Member pursuant to this Section 9.7(b) shall be subject to the terms of Article 20. During the ROFO Period (but not after the end of the ROFO Period), any offer to purchase by the ROFO Members and the offer to sell by the Offering Member shall, in each case, be revocable.

(c) A ROFO Member's "ROFO Portion" shall be equal to the product of (i) the total number of Offered Units and (ii) a fraction, (A) the numerator of which is the number of Class A Units then owned or held by such ROFO Member, and (B) the denominator of which is the total number of Class A Units then owned or held by all ROFO Members collectively. If not all ROFO Members subscribe for their full respective ROFO Portions by the expiration of the ROFO Period, then the Offering Member shall notify in writing the fully-subscribing ROFO Members and the Company of such fact and offer such fully-subscribing ROFO Members the right to acquire such unsubscribed Offered Units on the Proposed Terms. Each fully-subscribing ROFO Member shall have the right to elect to purchase its *pro rata* share of such unsubscribed Offered Units (in proportion to the ROFO Portions of all fully-subscribing ROFO Members), by delivering written notice to the Offering Member and the Company, within two (2) Business Days from the date the notice from the Offering Member is delivered to such ROFO Members. To the extent the procedure described in the preceding sentence does not result in the subscription of all unsubscribed Offered Units, such procedure shall be repeated until either (x) there are no unsubscribed Offered Units or (y) no ROFO

Member elects to purchase any unsubscribed Offered Units (as set forth in this Section 9.7(c)).

(d) If one or more ROFO Members elect to purchase all of the Offered Units, the closing for such purchase and sale shall take place within fifteen (15) Business Days after the expiration of the ROFO Period or, if applicable, the expiration of the last period in which ROFO Members could elect to purchase Offered Units pursuant to Section 9.7(c). Anything herein to the contrary notwithstanding, if the ROFO Members do not elect to exercise the Right of First Offer with respect to all Offered Units, then Offering Member shall not have an obligation to sell any Offered Units to any of the ROFO Members.

(e) At the closing of any purchase and sale of Offered Units under this Section 9.7, (i) the Offering Member shall deliver, against payment of the purchase price therefor, in accordance with the Proposed Terms, certificates or other documentation (or other evidence thereof reasonably acceptable to the Company and/or the ROFO Members) representing such Offered Units, duly endorsed for transfer or accompanied by duly endorsed instruments of transfer, and such other documents as are deemed reasonably necessary by the Company and/or the ROFO Members for the proper transfer of such Offered Units on the books of the Company or the Transfer Agent, free and clear of any Liens (other than Permitted Liens), and (ii) the ROFO Members that have elected to purchase Offered Units shall deliver to the Offering Member the purchase price for such Offered Units in accordance with the Proposed Terms.

(f) In the event that the ROFO Members do not elect to exercise their Right of First Offer purchase rights under this Section 9.7 with respect to all of the Offered Units, then the Offering Member will have ninety (90) days after the expiration of the ROFO Period or, if applicable, the expiration of the last period in which ROFO Members could elect to purchase Offered Units pursuant to Section 9.7(c) to sell or Transfer all (but not less than all) of the Offered Units not sold to the ROFO Members to a third party (subject to compliance with the terms set forth in this Agreement, including Section 9.4, if applicable), at a purchase price in cash that is no lower than the purchase price specified in the ROFO Notice and upon other terms that are, in the aggregate, no more favorable to the third party than the Proposed Terms specified in the ROFO Notice. In the event the Offering Member has not sold all of such Offered Units within such ninety-day period, the Offering Member shall not thereafter sell or Transfer such Offered Units (other than in an Excluded ROFO Transfer) without first offering such Offered Units to the ROFO Members in the manner provided in this Section 9.7; provided, however, that if the ROFO Transaction with a third party is unable to be consummated within such ninety-day period as a result of antitrust or other regulatory delay, then such ninety-day period shall be extended on account of such delay as necessary to permit the Offering Member to effect such ROFO Transaction.

(g) Any Class B Unit that is Transferred to a ROFO Member pursuant to the exercise of the Right of First Offer pursuant to this Section 9.7 will automatically convert into a Class A Unit simultaneously with the consummation of such Transfer.

(h) Upon the delivery of any ROFO Notice, if requested by any ROFO Member, the Company shall inform such ROFO Member if the Company believes such ROFO Member possesses material non-public information regarding the Company.

9.8 Transfers Among Members. Each Member acknowledges and agrees, with respect to any Transfer by, with, to or from any Designating Member or any Observer Member (any such Member, a “Counterparty”) that (a) no Counterparty has made any representation or warranty, express or implied, regarding the Company or any of its Subsidiaries or the Units, and any such purported representations or warranties are expressly disclaimed and waived and such Member has not relied upon and expressly disclaims reliance upon any such purported representations or warranties; and (b) a Counterparty may have, or may come into possession of, information with respect to the Units, the Company or its Subsidiaries that may constitute material non-public information or information that is not known to other Members and that may be material to a decision to the purchase or sale of Units by, with, to or from such Counterparty (“Counterparty Excluded Information”). In connection with any such purchase or sale of Units by, with, to or from a Counterparty, such Counterparty may, in its sole discretion, disclose any or all Counterparty Excluded Information in such Counterparty’s possession to the applicable Member purchasing or selling Units, including any Offering Member or Tag-Along Seller, which Counterparty Excluded Information shall be subject to the terms of Article 20. Within three (3) Business Days of receiving such Counterparty Excluded Information, the applicable Member, including any applicable Offering Member, ROFO Member, Initiating Holder or Tag-Along Seller, may revoke its purchase or sale, including its ROFO Notice, Purchase Notice, Sale Notice or Acceptance Notice, as applicable. Each Member irrevocably and unconditionally waives and releases the Company, the Counterparty and their respective Affiliates from any and all claims (whether for Damages, rescission or any other relief) that it might have against the Company, any member of the Board (or any committee thereof), any member of any Subsidiary Governing Body, the Counterparty or any of their respective Affiliates, whether under applicable securities laws or otherwise, with respect to any Counterparty Excluded Information in connection with such purchase or sale, and each Member agrees not to solicit or encourage, directly or indirectly, any other Person to assert any such claim. Each Member further confirms that it understands the significance of the foregoing waiver.

ARTICLE 10 FISCAL YEAR; BOOKS OF ACCOUNT; REPORTS

10.1 Fiscal Year. The fiscal year of the Company (the “Fiscal Year”) shall be established by the Board.

10.2 Books and Records. The books and records of the Company may be kept at such place or places as may be from time to time designated by the Board. The Company shall keep correct and complete books and records of account, including the amount of its assets and liabilities, minutes of its proceedings of its Members and the Board (and any committee of the Board) and the names and places of residence of its officers.

10.3 Tax Information. The Company shall, as a Company expense, as soon as reasonably practicable after the end of each Fiscal Year, furnish the Members with all necessary tax reporting information required by the Members for the preparation of their respective federal,

state and local income tax returns, including each Member's Schedule K-1 or analogous schedule. The Company shall use reasonable efforts to cause all federal, state and local income and other tax returns to be timely filed by the Company, and shall supervise the Company's accountant in the preparation of the Company's tax returns, which returns shall be signed by an authorized Member or representative on behalf of the Company and co-signed by the Company's accountant as preparer.

10.4 Tax Elections and Accounting. Except as otherwise provided in this Agreement, all decisions as to accounting principles, whether for the Company's books or for income tax purposes (and such decisions may be different for each such purpose), all elections available to the Company under applicable tax law and the treatment of all transactions on the Company's tax returns, shall be made by the Board, in consultation with the Company's tax advisors. The Company will not undertake any activity or fail to take any action that will cause the Company to earn or to be allocated income other than qualifying income as defined in Code Section 7704(d), except to the extent permitted under Code Section 7704(c)(2). The Company will use commercially reasonable efforts to conduct its affairs in a manner so as not to be treated as engaged in a trade or business within the United States for U.S. federal income tax purposes and will use commercially reasonable efforts not to take any action that would result in the Members being allocated income that is treated as "effectively connected with the conduct of a trade or business within the United States" as defined in Code Section 864(c) (including income described in Code Section 897), "unrelated business taxable income" as defined in Code Sections 512 and 514 or "commercial activity income" as defined in Code Section 892. The Board may, at the time and in the manner provided in Treasury Regulations Section 1.754-1(b), cause the Company to elect pursuant to Code Section 754 to adjust the tax bases of the assets of the Company in the manner provided in Code Sections 734 and 743, and may make comparable elections under comparable provisions of state, local, or foreign tax law.

10.5 Company Representative.

(a) Unless otherwise agreed by the Board, and subject to the terms of this Agreement, an officer of the Company or a Manager designated by the Board shall have full power and authority to act for the Company and the Members as the "partnership representative" (the "Company Representative") under Code Section 6223 (as modified by the Bipartisan Budget Act of 2015, as amended (and any comparable provisions of state or local tax law), the "BB Act"), with all the rights and responsibilities of that position described in Code Sections 6222-32 and to act in any similar capacity under applicable state or local law. The Company Representative shall keep the Members reasonably informed of the progress of any tax audits or examinations. The Company shall reimburse the Company Representative for all third party costs and expenses, and any other costs and expenses, incurred by it in the exercise of the rights and/or the performance of the responsibilities referred to in this Section 10.5. The Company Representative shall, to the extent permissible, make the election contemplated by Code Section 6226 (as modified by the BB Act). The Company Representative shall take no material action with respect to any significant tax controversy matter without the authorization of the Board, other than such action as may be required by law and will take such actions as the Board may authorize and direct. Each Member shall provide to the Company Representative all information reasonably necessary to allow the Company

Representative to make an election under Code Section 6226 (as modified by the BB Act). Each Member agrees that, upon request of the Company Representative, such Member shall take such reasonable actions as may be necessary or desirable (as reasonably determined by the Company Representative) to allow the Company to comply with the provisions of Code Section 6226 so that any “partnership adjustments” are taken into account by the Members rather than the Company. Notwithstanding the foregoing, and subject to other limitations expressly set forth in this Agreement, each Member agrees, upon request of the Company Representative, that such Member shall provide such information, pay such amounts, and take into account such adjustments as are required to utilize the alternative “pull-in” procedure, in accordance with Code Section 6225(c)(2)(B) relating thereto to modify an imputed underpayment.

(b) In the event the Company incurs any liability for taxes, interest or penalties pursuant to the BB Act:

(i) then any “imputed underpayment” (as determined in accordance with Code Section 6225) or “partnership adjustment” that does not give rise to an “imputed underpayment” shall be apportioned among the Members for the taxable year in which the adjustment is finalized in such manner as may be necessary (as determined by the Board) so that, to the maximum extent possible, the tax and economic consequences of the partnership adjustment and any associated interest and penalties are borne by the Members based upon their interests in the Company for the “reviewed year”;

(ii) the Company Representative shall request the Members (including any former Member) to whom such liability relates, as determined by the Board in its reasonable discretion, to pay, and each such Member hereby agrees to pay, such amount to the Company and such amount shall not be treated as a Capital Contribution for purposes of any provision herein that affects Distributions to the Members;

(iii) without reduction in any Member’s (or former Member’s) obligation under the foregoing clause (ii), any amount paid by the Company that is attributable to a Member (or former Member), as determined by the Company Representative in its reasonable discretion, and that is not paid by such Member pursuant to clause (ii) shall be treated for purposes of Article 13 as a Distribution to such Member (or former Member); and

(iv) the obligations of each Member (or former Member) under this Section 10.5 shall survive the Transfer by such Member of its Units and the dissolution of the Company.

10.6 Required Records. To the fullest extent permitted under applicable law, each Member hereby waives its rights under Section 18-305(a) of the Act to obtain the information specified therein; provided, however, that to the extent that, notwithstanding such waiver, any such Member is entitled to receive such information, the receipt thereof shall be subject to all of the limitations set forth in Section 18-305 of the Act (including the right of the Managers to keep

certain information confidential from the Members pursuant to Section 18-305(c) of the Act), and shall be limited to review of the Company's general ledger and those financial statements derived from it; provided, further, that the review of such information shall be at the sole cost and expense of such Member, during regular business hours of the Company, upon reasonable advance notice, in a manner as would not be unreasonably disruptive to the business or operations of the Company or any of its Subsidiaries, and subject to such other standards as may be established by the Board from time to time. Except as expressly required by non-waivable provisions of applicable law and except as expressly set forth in, and subject to the conditions and limitations of, Section 10.3 and Section 17.1, the Members shall have no rights to obtain, examine or inspect, or make copies or extracts of, any documents, materials or information relating to the Company or any of its Subsidiaries or any of their respective businesses, assets, operations, properties, financial and other conditions, prospects, or members, partners or shareholders.

10.7 Audits of Books and Accounts. The Company's books and accounts shall be audited at such times and by such auditors as shall be specified and designated by vote or written consent of the Board.

ARTICLE 11 CAPITAL

11.1 Capital Contributions. The Capital Contributions of the Members made, or deemed to have been made, prior to or on the Effective Date are set forth in the Register of Members. To the extent that any Member shall make any additional Capital Contributions to the Company, the Company shall instruct and use commercially reasonable efforts to cause the Transfer Agent to amend and update the Register of Members to reflect such additional Capital Contributions.

11.2 No Right to Return of Contribution. No Member shall have the right to the withdrawal or to the return of such Member's Capital Contributions, except upon the dissolution and liquidation of the Company pursuant to, and subject to the terms and conditions of, Article 15.

11.3 Additional Capital Contributions. After the Effective Date, no Member will be obligated to make any further Capital Contributions to the Company.

11.4 Loans to the Company; No Interest on Capital. The Members may, but are not obligated to, make loans or provide other extensions of credit to the Company from time to time (including by the purchase of debt securities issued by the Company), as authorized by the Board and to the extent permitted under applicable law. Any such loans or extensions of credit shall not be treated as Capital Contributions to the Company for any purpose under this Agreement nor entitle such Member to any increase in its share of the Profits and Losses and Distributions, but the Company shall be obligated to such Member for the amount of any such loans or extensions of credit pursuant to the terms thereof, as the same are determined by the Board and such Member. Interest with respect to the outstanding amount of any loans or other extensions of credit made or provided by a Member to the Company shall accrue and be payable at such

times and at such rates as is determined by the Board and such Member. No interest shall be paid on any Capital Contribution to the Company or on any balance in any Capital Account.

11.5 Creditor's Interest in the Company. No creditor who makes a loan or otherwise extends credit to the Company shall have or acquire at any time as a result of making the loan or providing the extension of credit any direct or indirect interest in the profits, capital or property of the Company, other than such interest as may be accorded to a secured creditor. Notwithstanding the foregoing, and subject to other limitations expressly set forth in this Agreement, this provision shall not prohibit in any manner whatsoever a secured creditor from participating in the profits of operation or gross or net sales of the Company or in the gain on sale or refinancing of the Company, all as may be provided in its loan or security agreements.

11.6 Capital Accounts.

(a) The Company shall establish and maintain a separate Capital Account for each Member in accordance with the following provisions:

(i) To each Member's Capital Account there shall be credited such Member's Capital Contributions, such Member's allocable share of Profits, and any items in the nature of income or gain that are specially allocated to such Member under this Agreement, and the amount of any Company liabilities that are assumed by such Member in accordance with the terms hereof (other than liabilities that are secured by any Company property distributed to such Member that such Member is considered to assume or take subject to under Code Section 752).

(ii) To each Member's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Company property distributed to such Member pursuant to any provision of this Agreement (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Code Section 752), such Member's allocable share of Losses, and any items in the nature of expenses or losses that are specially allocated to such Member under this Agreement, and the amount of any liabilities of such Member that are assumed by the Company (other than liabilities that are secured by any property contributed by such Member to the Company that the Company is considered to assume or take subject to under Code Section 752).

(iii) In the event any Unit is Transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Unit. In the case of a sale or exchange of a Unit at a time when an election under Code Section 754 is in effect, the Capital Account of the Transferee Member shall not be adjusted to reflect the adjustments to the adjusted tax bases of Company property required under Code Sections 754 and 743, except as otherwise permitted by Treasury Regulations Section 1.704-1(b)(2)(iv)(m).

(iv) In determining the amount of any liability for purposes of paragraphs (i) and (ii) above, there shall be taken into account Code Section 752(c) and the Treasury Regulations promulgated thereunder, and any other applicable provisions of the Code and Regulations.

(b) This Section 11.6 and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Sections 1.704-1(b) and 1.704-2, and shall be interpreted and applied in a manner consistent with such Regulations. The Board's determination of Capital Accounts shall be binding upon all Members, except as otherwise required by law.

11.7 Return of Capital. No Member shall be liable for the return of the Capital Contributions (or any portion thereof) of any other Member, it being expressly understood that any such return shall be made solely from Company assets. No Member shall be required to pay to the Company or to any other Member any deficit in its Capital Account upon dissolution of the Company or otherwise, and no Member shall be entitled to withdraw any part of its Capital Contributions or Capital Account, to receive interest on its Capital Contributions or Capital Account or to receive any Distributions from the Company, except as expressly provided for in this Agreement or under applicable law.

ARTICLE 12 ALLOCATION OF PROFITS AND LOSSES

12.1 Profits and Losses. Except as otherwise stated in this Article 12, Profits and Losses for each Allocation Year shall be allocated among the Members in such a manner that, as of the end of such Allocation Year, the sum of (a) the Capital Account of each Member, (b) such Member's share of Company Minimum Gain (as determined according to Treasury Regulations Section 1.704-2(g)), and (c) such Member's Member Nonrecourse Debt Minimum Gain shall be equal to the respective net amounts, positive or negative, which would be distributed to them, determined as if the Company were to (x) liquidate the assets of the Company for an amount equal to their Gross Asset Value, and (y) distribute the proceeds of liquidation pursuant to Section 15.2.

12.2 Special Allocations.

(a) *Minimum Gain Chargeback*. Notwithstanding any other provision of this Article 12, if there is a net decrease in Company Minimum Gain during any Allocation Year, the Members shall be specially allocated items of Company income and gain for such Allocation Year (and, if necessary, subsequent Allocation Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g)(2). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items so allocated shall be determined in accordance with Treasury Regulations Section 1.704-2(f). This Section 12.2(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Treasury Regulations and shall be interpreted consistently therewith.

(b) *Member Nonrecourse Debt Minimum Gain Chargeback.* Notwithstanding any other provision of this Article 12, except Section 12.2(a), if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Allocation Year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such Allocation Year (and, if necessary, subsequent Allocation Years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 12.2(b) is intended to comply with the minimum gain chargeback requirement in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) *Qualified Income Offset.* In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in paragraphs (4), (5) and (6) of Treasury Regulations Section 1.704-1(b)(2)(ii)(d), items of Company income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by such Regulations, the Adjusted Capital Account deficit of such Member as quickly as possible, provided, that an allocation pursuant to this Section 12.2(c) shall be made only if and to the extent that such Member would have an Adjusted Capital Account deficit after all other allocations provided for in this Article 12 have been tentatively made as if this Section 12.2(c) were not in this Agreement.

(d) *Gross Income Allocation.* In the event any Member has a deficit Capital Account at the end of any Allocation Year that is in excess of the sum of (i) the amount such Member is obligated to restore pursuant to any provision of this Agreement and (ii) the amount such Member is obligated to restore pursuant to the penultimate sentence of each of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided, that an allocation pursuant to this Section 12.2(d) shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article 12 have been made as if Section 12.2(c) and this Section 12.2(d) were not in this Agreement.

(e) *Nonrecourse Deductions.* Nonrecourse Deductions shall be allocated to holders of Class A Units in proportion to the number of Class A Units held by each such holder immediately prior to such allocation.

(f) *Member Nonrecourse Deductions.* Any Member Nonrecourse Deductions for any Allocation Year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such

Member Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i)(1).

(g) *Section 754 Adjustments.* To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

12.3 Curative Allocations. The allocations contained in each of Section 12.2 and Section 12.4 (the “Regulatory Allocations”) are intended to comply with certain requirements of the Code and Regulations. The Members intend that, to the extent possible, all Regulatory Allocations shall be offset either by other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 12.3. Therefore, notwithstanding any other provisions of this Article 12 (other than the Regulatory Allocations), the Board shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner it reasonably determines to be appropriate so that, after such offsetting allocations are made, each Member’s Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of this Agreement.

12.4 Limitation on Allocation of Losses. In no event shall Losses be allocated to a Member to the extent such allocation would result in such Member having an Adjusted Capital Account deficit at the end of any Allocation Year. All such Losses shall be allocated to the other Members in accordance with the positive balances in such Members’ Capital Accounts.

12.5 Other Allocation Rules.

(a) Profits, Losses, and any other items of income, gain, loss, or deduction shall be allocated to the Members pursuant to this Article 12 as of the last day of each Fiscal Year, provided, that Profits, Losses, and such other items shall also be allocated at such times as the Gross Asset Values of Company assets are adjusted pursuant to paragraph (b) of the definition of “Gross Asset Value”.

(b) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly or other basis, as reasonably determined by the Board, using any permissible method under Code Section 706 and the Regulations thereunder.

(c) Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Members for tax purposes in the same proportions as they share Profits or Losses, as the case may be, for the applicable Allocation Year.

(d) For purposes of Code Section 752 and the Regulations thereunder, “excess nonrecourse liabilities” of the Company within the meaning of Treasury Regulations Section 1.752-3(a)(3), shall be allocated among the holders of Class A Units in proportion to the number of Class A Units held by each such holder immediately prior to such allocation.

12.6 Tax Allocations: Code Section 704(c).

(a) Subject to Section 12.6(b), items of income, gain, loss and deduction of the Company for U.S. federal income tax purposes shall be allocated among the Members in the same manner that such items are allocated to the Members’ Capital Accounts.

(b) In accordance with Code Section 704(c) and the applicable Treasury Regulations thereunder, income, gain, loss, deduction and tax depreciation with respect to any property which has a Gross Asset Value different than its adjusted tax basis, will, solely for U.S. federal income tax purposes, be allocated among the Members in accordance with Code Section 704(c) and the Treasury Regulations thereunder to take into account such difference, using any method selected in the reasonable determination of the Board.

(c) Allocations pursuant to this Section 12.6 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member’s Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

**ARTICLE 13
DISTRIBUTIONS**

13.1 Distributions.

(a) Subject to (i) the terms of Section 6.19, (ii) the terms of Section 13.2, and (iii) the then existing agreements of the Company or its Subsidiaries relating to indebtedness or debt securities of the Company or any of its Subsidiaries, the Board may (but shall not be obligated to) cause the Company to make Distributions to the Members, at such times and in such amounts as the Board may determine in its sole discretion, and each Distribution shall be made to the Members that own or hold Class A Units and to the Members that own or hold Class B Units to the extent such Members owning or holding Class B Units are entitled to Distributions in respect of such Class B Units in accordance with this Agreement, the applicable Management Incentive Plan and/or any applicable Award Agreement (ratably among such Members based on their respective ownership, immediately prior to such Distribution, of the total number of issued and outstanding Class A Units and Class B Units entitled to Distributions in accordance with this Agreement, the applicable Management Incentive Plan and/or any applicable Award Agreement).

(b) Anything in Sections 13.1(a) and 15.2 to the contrary notwithstanding, unless the Board otherwise approves, if any Member that owns or holds Class A Units shall not have (i) actually executed and delivered to the Company (A) a counterpart of

this Agreement or a Joinder Agreement or (B) a completed AI Questionnaire as required pursuant to this Agreement, or (ii) provided the Company with such Member's Member Beneficial Ownership Information as required pursuant to this Agreement, in any such case at or prior to the time of any payment by the Company of any Distribution on account of Class A Units, then (x) such Member shall not receive, or be entitled to receive, any such Distribution on account of such Member's Class A Units until such Member executes and delivers or provides to the Company the applicable document(s) referred to in clause (i) or clause (ii) above, subject to the additional terms and provisions of this Section 13.1(b), and (y) the Company shall hold back any Distributions that, except for this Section 13.1(b), would otherwise have been paid or distributed to such Member in respect of such Member's Class A Units. The Company shall not be required to pay any interest in respect of any cash, assets, property, securities or other amounts held back pursuant to the immediately preceding sentence. The Company shall be free to use all such cash, assets, property, securities and other amounts as it sees fit and the Company shall not be under any obligation to pay such cash, assets, property, securities or other amounts into an escrow account (or any similar arrangement). In the event that (I) any Member that owns or holds Class A Units is not paid or distributed a Distribution on account of such Member's Class A Units as a result of this Section 13.1(b), and (II) such Member executes and delivers or provides the applicable document(s) referred to in clause (i) or clause (ii) above subsequent to the payment or distribution by the Company of such Distribution on account of other Class A Units, then, promptly following such execution and delivery or provision by such Member, the Company shall pay or distribute such Distribution to such Member that would have otherwise been payable or distributable pursuant to Section 13.1(a) or Section 15.2 on account of such Member's Class A Units as of the record date for such Distribution, but held back pursuant to this Section 13.1(b); provided, however, that the obligation of the Company to pay or distribute any such Distribution to such Member shall (X) terminate upon the consummation of a Sale Transaction, (Y) be subject to any limitations or restrictions under the Act or other applicable law, and (Z) be subject to any limitations or restrictions under the then existing agreements of the Company or its Subsidiaries relating to indebtedness or debt securities of the Company or any of its Subsidiaries.

(c) Unless a different record date is established by the Board, any Distribution pursuant to or in accordance with this Section 13.1 shall be made to the Persons shown on the Register of Members as holders of Units entitled to such Distribution as of the date of such Distribution.

13.2 Limitations on Distributions. Notwithstanding any provision to the contrary in this Article 13, no Distribution shall be made if such Distribution would violate the Act or any other applicable law.

13.3 No Other Distributions. Except as set forth in this Article 13 or upon the dissolution and liquidation of the Company pursuant to, and subject to the terms and conditions of, Article 15, no Member shall have the right to demand or receive any Distribution or other return on capital in respect of its Units or Capital Contributions.

13.4 Withholding Tax. The Company will at all times be entitled to make payments with respect to each Member in amounts required to discharge any obligation of the Company to withhold or make payments to any federal, state, local or foreign taxing authority (a “Taxing Authority”) with respect to such Member’s interest in the Company (including U.S. federal, state or local, withholding taxes and including any withholding taxes imposed on amounts paid to the Company). Any amounts deducted, withheld or paid by reason of this Section 13.4 shall be deemed distributed or allocated to the Member in question for all purposes under this Agreement and, to the extent such withholding has not offset a Distribution, shall reduce future Distributions to which such Member is otherwise entitled pursuant to this Agreement. If the Company makes any payment to a Taxing Authority in respect of a Member or former Member hereunder that is not withheld from actual Distributions to such Member (including in connection with a Distribution in kind), then such Member or former Member shall reimburse the Company for the amount of such payment (together with interest as set forth below), on demand or as otherwise provided hereunder. In addition, if a Member has not satisfied its reimbursement obligation under this Section 13.4 by the time of any Transfer of any of such Member’s Units (including any Transfer in connection with a Sale Transaction), then the Company is authorized by the Members (including such Member) to take such steps and other actions to cause or require an amount of proceeds that would otherwise be paid or distributed to such Member (or its Affiliates) in connection with such Transfer to be paid to the Company to satisfy such reimbursement obligation in full (or to satisfy such reimbursement obligation to the maximum extent possible). The amount of a Member’s reimbursement obligation under this Section 13.4 shall bear interest on such amount at a rate equal to [9.50%] per annum, compounded quarterly, commencing from the date the Company makes the applicable payment to a Taxing Authority until such amount (together with such interest) is repaid to the Company (or deducted from a Distribution to such Member). Each Member’s reimbursement obligation under this Section 13.4 shall remain a personal liability of such Member and shall continue after such Member Transfers its Units or after a withdrawal by such Member from the Company and shall survive the termination, dissolution, liquidation, and winding up of the Company and the Company shall be treated as continuing in interest for purposes of this Section 13.4. Each Member agrees to furnish the Company with any representations, forms, certificates or other information as shall be reasonably requested by the Company to assist the Company in determining the extent of, or in fulfilling or complying with, any withholding, reporting or compliance obligations the Company may have. Each Member agrees to indemnify and hold harmless the Company, each officer, each Manager, the other Members, and any other Person who is or is deemed to be the responsible withholding agent for federal, state, local or foreign income tax purposes, from and against any liability with respect to taxes, interest and penalties which may be asserted by reason of the failure to deduct and withhold tax on amounts distributable to such Member.

ARTICLE 14 WITHDRAWALS; ACTION FOR PARTITION

14.1 Waiver of Partition. No Member shall, either directly or indirectly, take any action to require partition, file a bill for Company accounting or appraisal of the Company or of any of its assets or properties or, subject to the terms of Section 9.3, cause the sale of any Company property; and, notwithstanding any provisions of applicable law to the contrary, each Member (and each of such Member’s legal representatives, successors, or assigns) hereby

irrevocably waives any and all rights it may have to maintain any action for partition or to compel any sale with respect to such Member's Units, or with respect to any assets or properties of the Company, except as expressly provided in this Agreement.

14.2 Covenant Not to Withdraw or Dissolve. Notwithstanding any provision of the Act, but except as otherwise provided in this Agreement, each Member hereby covenants and agrees that such Member has entered into this Agreement based on its mutual expectation that all Members will continue as Members and carry out the duties and obligations undertaken by them hereunder and that, except as otherwise expressly required or permitted hereby, each Member hereby covenants and agrees not to (a) withdraw or attempt to withdraw from the Company (other than upon the permitted Transfer of all of its Units, so long as such withdrawal does not result in a dissolution of the Company), (b) exercise any power under the Act to dissolve the Company, (c) petition for judicial dissolution of the Company, or (d) demand a return of such Member's contributions to capital of the Company (or a bond or other security for the return of such contributions). Anything herein to the contrary notwithstanding, no Member shall be entitled to abandon or surrender such Member's Units or other Interests.

ARTICLE 15 DISSOLUTION AND LIQUIDATION

15.1 Events Causing Dissolution. The Company shall be dissolved only upon the occurrence of any of the following events:

- (a) notwithstanding anything in Section 18-801(a)(3) of the Act to the contrary, the affirmative vote or written consent of the Board and the Majority Members;
- (b) the entry of a final decree of judicial dissolution of the Company under Section 18-802 of the Act; or
- (c) at any time there are no Members of the Company, unless the Company is continued in accordance with the Act.

Except as otherwise set forth in this Section 15.1, the Company is intended to have perpetual existence. To the fullest extent permitted by law, any death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member (or the occurrence of any other event that terminates the continued membership of a Member in the Company) shall not, in and of itself, cause a dissolution of the Company and the Company shall continue in existence subject to the terms and conditions of this Agreement.

15.2 Liquidation and Winding Up. If the Company is dissolved pursuant to Section 15.1, the Company shall be liquidated and the Managers (or other Person or Persons designated by the Board or by a decree of court) shall wind up the affairs of the Company. The Managers or other Persons winding up the affairs of the Company shall promptly proceed to the liquidation of the Company and, in settling the accounts of the Company, the assets and the property of the Company shall be distributed in the following order of priority:

(a) First, to the payment of (or establishing reserves to pay) all debts and liabilities of the Company (including any debts or liabilities owed to any Member) in the order of priority as provided by law; and

(b) The balance, if any, to the Members in accordance with Section 13.1(a).

Any non-cash asset will first be written up or down to its gross Fair Market Value, thus creating Profit or Loss (if any), which shall be allocated in accordance with the provisions of Article 12.

15.3 No Deficit Restoration Obligation. If any Member has a deficit balance in its Capital Account (after giving effect to all Capital Contributions, distributions and allocations for all fiscal periods including the fiscal period during which the liquidation occurs), such Member shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or to any other Person for any purpose whatsoever.

ARTICLE 16 AMENDMENTS

16.1 Amendments.

(a) Any term, condition or provision of this Agreement may be amended, modified or waived from time to time if, and only if, such amendment, modification or waiver is in writing and signed, (x) in the case of an amendment or modification, by the Company and the Majority Members at the time of such amendment or modification, or (y) in the case of a waiver, by the party against whom the waiver is to be effective. Notwithstanding the foregoing sentence, in addition to the affirmative vote or written consent of the Company and the Majority Members, no amendment or modification of any term, condition or provision of this Agreement shall be made (whether by merger, consolidation or reorganization of the Company, except in connection with a Sale Transaction) relating to:

(i) Sections 6.18, 6.19, 9.1, 9.3, 9.4, 9.5, 9.6 or 9.7, clause (c) of Section 19.12, Article 17, Schedule A attached hereto or the definition of “Super-Majority Members” (including any of the defined terms used in any such Section, clause, Article, Schedule or definition, solely to the extent such defined terms are used therein), in any such case, without the affirmative vote or written consent of the Super-Majority Members;

(ii) Sections 6.1, 6.2(a), 6.2(b), 6.2(c), 6.2(d), 6.2(e), 6.2(f), 6.12 or 6.14, the penultimate sentence of Section 6.15 or the definition of “Specified Members” (including any of the defined terms used in any such Section, sentence or definition, solely to the extent such defined terms are used therein), in any such case, without the affirmative vote or written consent of (A) each Designating Group and (B) the Specified Members;

(iii) Section 8.5, clause (a) of Section 19.12 or the definitions of “Designating Group”, “Designating Members”, “Designation Right” or “Holder

Managers” (including any of the defined terms used in any such Section, clause or definition, solely to the extent such defined terms are used therein), in any such case, without the affirmative vote or written consent of each Designating Group;

(iv) Section 6.20, clause (d) of Section 19.12 or the definitions of “Observer Member” or “Major Member” (including any of the defined terms used in any such Section, clause or definition, solely to the extent such defined terms are used therein), in any such case, without the affirmative vote or written consent of each Major Member;

(v) the proviso in the first sentence of Section 6.8 or the definition of “Golub Members” (including any of the defined terms used in such proviso or definition, solely to the extent such defined terms are used therein), in either such case, without the affirmative vote or written consent of the Golub Members;

(vi) the definition of “LCM Members” (including any of the defined terms used in such definition, solely to the extent such defined terms are used therein) without the affirmative vote or written consent of the LCM Members;

(vii) the definitions of “Majority Specified Members” or “Specified Members” (including any of the defined terms used in any such definition, solely to the extent such defined terms are used therein), in either such case, without the affirmative vote or written consent of the Specified Members;

(viii) Section 16.1(b)(i) (including any of the defined terms used in any such Section, solely to the extent such defined terms are used therein) without the affirmative vote or written consent of each Member that owns or holds Class A Units;

(ix) Section 6.19 or Schedule A attached hereto (including any of the defined terms used in any such Section or Schedule, solely to the extent such defined terms are used therein), in any such case, without Required Manager Approval; or

(x) any of clauses (i)-(ix) of this Section 16.1(a) without the prior written consent of the specific Member or Members, and/or the Member or Members that own or hold the requisite percentage of the Units, as applicable, that would be required to amend the underlying provision or definition of this Agreement to which such amendment or modification relates; provided, however, that no amendment or modification of this Section 16.1(a)(x) shall be made without the affirmative vote or written consent of each Member that owns or holds Class A Units.

(b) Anything in this Agreement to the contrary notwithstanding, (i) subject to clause (ii) of this Section 16.1(b), no amendment, modification or waiver of any provision of this Agreement (whether by merger, consolidation or reorganization of the Company, except in connection with a Sale Transaction) that would materially and adversely affect the rights or materially increase the obligations of any Member that owns

or holds Units of any particular series or class (in its capacity as an owner or holder of Units of such series or class) set forth in this Agreement in a manner that is disproportionate in any material respect to the comparable rights and obligations of the Members that own or hold a majority of the issued and outstanding Units of such series or class (in their capacity as owners or holders of Units of such series or class) (without regard to any effect resulting from (A) the individual circumstances of any such Member, or (B) the differences in the respective percentages of ownership of Units of the Members) shall be made without the affirmative vote or written consent of such affected Member; provided, however, that, for the avoidance of doubt, neither the authorization or creation of a new class or series of Units or other equity or equity-based securities of the Company, nor the issuance of any additional Units or any other equity or equity-based securities of the Company, in each case in accordance with Section 9.6, shall be deemed to adversely affect the rights or obligations of any Member, and, (ii) the Board is hereby authorized and empowered, acting alone and without further vote or action of any of the Members or any other Person, to amend or modify this Agreement (A) as provided in Section 5.2(b) hereof and (B) as may be required to give effect to the terms of a Management Incentive Plan or any Award Agreement, and each Member shall be deemed to have executed any such amendment to, or amendment and restatement of, this Agreement; provided, however, that if any such amendment or modification would otherwise require any vote or consent pursuant to any of clauses (i)-(x) of Section 16.1(a) (other than immaterial amendments or modifications), then such vote or consent shall be obtained as a condition to any such amendment or modification.

(c) Anything in this Section 16.1 or elsewhere in this Agreement to the contrary notwithstanding, the holders of Class B Units (in their capacity as such) shall have no right to vote on, or right to consent to, any amendment, modification or waiver of or to this Agreement.

ARTICLE 17 INFORMATION RIGHTS

17.1 Information Rights. Subject to the obligations of the Members under Article 20, the Company shall make available to each Member (other than Members that are Competitors or that own or hold Class B Units) the following information:

(a) within [\bullet (\bullet)]¹ after the end of each Fiscal Year of the Company, copies of the audited consolidated financial statements of the Company and its Subsidiaries for such Fiscal Year, including a consolidated balance sheet and consolidated statements of income or operations, members' equity and cash flows for such Fiscal Year, prepared in accordance with GAAP, together with the auditors' report on such audited consolidated financial statements; and

(b) within [\bullet (\bullet)]² after the end of each Fiscal Quarter in each of the Company's first three (3) Fiscal Quarters in each Fiscal Year of the Company, copies of

¹ **Note to Draft:** To be consistent with delivery times under the credit documents.

² **Note to Draft:** To be consistent with delivery times under the credit documents.

the unaudited consolidated financial statements of the Company and its Subsidiaries for such Fiscal Quarter, including a consolidated balance sheet and consolidated statements of income or operations and cash flows for such Fiscal Quarter, prepared in accordance with GAAP, subject to the absence of footnotes and to year-end adjustments;

provided, however, that if the Company does not produce consolidated financial statements required by this Section 17.1 at the Company level, but consolidated financial statements are produced at the level of one of its Subsidiaries that cover substantially the same information that would have been covered by consolidated financial statements of the Company and its Subsidiaries, then, in lieu of making available such consolidated financial statements of the Company and its Subsidiaries, the Company shall make available to each Member that owns or holds Units (other than Members that are Competitors or that own or hold Class B Units) the consolidated financial statements of its applicable Subsidiary, on the terms set forth in this Section 17.1.

17.2 Delivery of Information. The Company shall make available the information described in Section 17.1, within the specified time periods, on a password-protected website that is only available to the Members (other than Members that are Competitors or that own or hold Class B Units) and any actual or prospective Transferees of Units (other than actual or prospective Transferees of Class B Units). The Company shall provide any password or other login information to the Members (other than Members that are Competitors or that own or hold Class B Units) and, upon request of any Member, any actual or prospective Transferees of Units (other than actual or prospective Transferees of Class B Units) so that any such Person shall be able to access such website.

As a condition to gaining access to the information posted on such website, each Person may be required to (a) “click through” certain confidentiality provisions or take other affirmative action pursuant to which such Person shall acknowledge its confidentiality obligations in respect of such information, and (b) in the case of any Person that is a Member, (i) confirm and ratify that it is a party to, and bound by all of the terms and provisions of, this Agreement, and (ii) certify its status as a Member that holds Class A Units.

17.3 Termination of Information Rights. The requirements of this Article 17 shall cease to apply at such time as the Company becomes obligated to file reports under Section 13 or Section 15(d) of the Exchange Act or as a voluntary filer pursuant to contractual obligations (so long as the Company makes such filings). Nothing in this Agreement shall require, or shall be deemed or construed to require, the Company to file reports under Section 13 or Section 15(d) of the Exchange Act.

ARTICLE 18 REPRESENTATIONS AND WARRANTIES OF THE MEMBERS

18.1 Representations and Warranties of the Members. Each Member (including each Person, if any, admitted as a Member after the Effective Date) hereby represents, warrants and acknowledges to the Company and to each other Member on the Effective Date (or the date on which such Member executes and delivers a Joinder Agreement) as follows:

(a) Such Member (if such Member is an Entity) is duly organized or formed, validly existing and in good standing under the laws of the jurisdiction of its organization or formation and has all requisite power and authority to conduct its business as it is now being conducted and as proposed to be conducted.

(b) Such Member has the full power, authority and legal right to execute, deliver and perform this Agreement, and, if such Member is an Entity, the execution, delivery and performance by such Member of this Agreement have been duly authorized by all necessary action of such Member. This Agreement constitutes such Member's legal, valid and binding obligation, enforceable against it in accordance with its terms (except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other laws relating to or affecting creditors' rights generally and the effect and application of general principles of equity and the availability of equitable remedies).

(c) Such Member is not subject to, or obligated under, any provision of (i) its organizational documents (if such Member is an Entity), (ii) any agreement, contract, arrangement or understanding, (iii) any license, franchise or permit, or (iv) any law, regulation, order, judgment or decree, in any such case that would be breached or violated, or in respect of which a right of termination or acceleration or any Lien on any of such Member's assets (including its Units) would be created, by such Member's execution, delivery and/or performance of this Agreement or the consummation of the transactions contemplated hereby.

(d) No authorization, consent or approval of, waiver or exemption by, or filing or registration with, any Governmental Authority or any other Person is necessary on such Member's part for such Member's execution, delivery and/or performance of this Agreement or the consummation of the transactions contemplated hereby, in any such case that has not previously been obtained by such Member.

(e) No Person has or will have, as a result of any act or omission by such Member, any right, interest or valid claim against the Company or any other Member for any commission, fee or other compensation as a finder or broker, or in any similar capacity, in connection with any of the transactions contemplated by this Agreement.

(f) Neither such Member nor any of its Affiliates (other than Related Funds) is, nor will the Company as a result of such Member holding an Interest be, an "investment company" as defined in, or subject to regulation under, the Investment Company Act.

(g) If such Member is a partnership, a limited liability company treated as a partnership for U.S. federal income tax purposes, a grantor trust (within the meaning of Code Sections 671-679) or an S corporation (within the meaning of Code Section 1361) (each, a "flow-through entity"), then either: (i) no Person will own, directly or indirectly through one or more flow-through entities, an interest in such Member such that more than fifty percent (50.0%) of the value of such Person's interest in such Member is attributable to the Member's investment in the Company; or (ii) if one or more Persons

will own, directly or indirectly through one or more flow-through entities, an interest in such Member such that more than fifty percent (50.0%) of the value of any such Person's interest in such Member is attributable to such Member's investment in the Company, neither such Member nor any such Person has or had any intent or purpose to cause such Person to invest in the Company indirectly through such Member in order to enable the Company to qualify for the private placement safe harbor under Treasury Regulations Section 1.7704-1(h).

(h) Except as expressly set forth in this Agreement, neither the Company, any Manager, any Observer nor any other Member shall have any duty or responsibility to provide such Member with any documents, materials or other information concerning the business, operations, assets, properties, financial and other conditions, or prospects of the Company or any of its Subsidiaries which may come into the possession of the Company, any Manager, any Observer, any other Member or any of their respective officers, directors, employees, agents, other representatives or Affiliates.

(i) Except as expressly set forth in this Section 18.1, neither the Company, any Manager, any Observer, any other Member nor any of their respective officers, directors, managers, employees, agents, other representatives or Affiliates has made any representations or warranties to such Member regarding the business, assets, operations, properties, financial and other conditions, or prospects of the Company or any of its Subsidiaries, or otherwise, and no act by the Company, any Manager, any Observer, any other Member or any of their respective officers, directors, managers, employees, agents, other representatives or Affiliates hereinafter taken, including any review of the affairs of the Company or any of its Subsidiaries, shall be deemed to constitute any such representation or warranty by the Company, any Manager, any Observer, any other Member or any of their respective officers, directors, managers, employees, agents, other representatives or Affiliates.

(j) The Units acquired by such Member have been, or are being, acquired by such Member for its own account and not with a view to the sale or distribution of any part thereof (or any fractional or beneficial interest therein), and such Member has no present intention of selling, granting any participation in, or otherwise distributing any of the Units (or any fractional or beneficial interest therein). Such Member does not have any contract, agreement or understanding with any Person to sell or Transfer any of the Units (or any fractional or beneficial interest therein), or grant any participation in any of the Units (or any fractional or beneficial interest therein), to such Person.

(k) (i) Such Member must bear the economic risk of such Member's investment in the Units acquired by such Member indefinitely unless the disposition of such Units is registered or qualified under the Securities Act and applicable state securities laws or an exemption from such registration or qualification is available, and that the Company has no obligation or intention of so registering or qualifying such Units, (ii) there is no assurance that any exemption from the Securities Act or applicable state securities laws will be available, or, if available, that such exemption will allow such Member to dispose of or otherwise Transfer any or all of such Member's Units in the amounts or at the times such Member might desire and (iii) the Company is not

presently under any obligation to register the Units under Section 12 of the Exchange Act or to make publicly available the information specified in Rule 144 under the Securities Act and that it may never be required to do so.

(l) Such Member: (i) is an Accredited Investor, (ii) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Units acquired by such Member, (iii) has received all of the information about the Company and its Subsidiaries that it has requested and considers necessary or appropriate for deciding whether to acquire the Units acquired by such Member, (iv) is acquiring Units based upon such Member's own investigation, and the exercise by such Member of such Member's rights and the performance of such Member's obligations under this Agreement will be based upon such Member's own investigation, analysis and expertise, (v) has the ability to bear the economic risks inherent in its investment of the Units acquired by such Member, (vi) is able, without materially impairing its financial condition, to hold the Units acquired by such Member for an indefinite period of time and to suffer a complete loss of its investment, and (vii) understands and has fully considered for purposes of its investment in the Units acquired by such Member the risks of this investment and understands that: (A) the Units represent an extremely speculative investment that involves a high degree of risk of loss, (B) it may not be possible for such Member to liquidate its investment in any of the Units because of substantial restrictions on the transferability of the Units, (C) no public market exists for the Units, and no representation has been made to such Member that any such public market will exist in the future, and (D) there have been no representations as to the possible future value, if any, of any of the Units.

18.2 Survival of Representations and Warranties. Each of the representations, warranties and acknowledgements of each Member in Section 18.1 shall survive the Effective Date (or the date on which such Member executes and delivers a Joinder Agreement).

ARTICLE 19 MISCELLANEOUS

19.1 Entire Agreement. This Agreement (including the exhibits and schedules to this Agreement) amends and restates the Initial LLC Agreement in its entirety and contains the entire understanding among the Members and the Company with respect to the subject matter of this Agreement and supersedes any prior understandings, agreements or representations, written or oral, relating to the subject matter of this Agreement among the Members and the Company.

19.2 Counterparts. For the convenience of the parties hereto, this Agreement may be executed and delivered in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement. Delivery of an executed counterpart of this Agreement by portable document format (PDF) or other electronic transmission will be effective as delivery of a manually executed counterpart of this Agreement.

19.3 Severability. In the event that any provision hereof would be invalid or unenforceable in any respect under applicable law, such provision shall be construed by

modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law. The provisions hereof are severable, and in the event any provision hereof should be held invalid or unenforceable in any respect, it shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

19.4 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

19.5 Notices. All notices, requests, waivers, document deliveries and other communications made pursuant to this Agreement shall be in writing and shall be deemed to have been effectively given, sent, provided, delivered or received (a) when personally delivered to the party to be notified, (b) when sent by electronic mail (“e-mail”) to the party to be notified, (c) three (3) Business Days after deposit in the United States mail, postage prepaid, by certified or registered mail with return receipt requested, addressed to the party to be notified, or (d) one (1) Business Day after deposit with a national overnight delivery service, postage prepaid, addressed to the party to be notified with next-Business Day delivery guaranteed, in each case as follows: (i) in the case of any Member, to such Member at its address or e-mail address set forth in the Register of Members and (ii) in the case of the Company, to the Company at the Principal Office, Attention: [●] ([●]) (or to another officer of the Company that is required to be provided with such notice, request, waiver, document or other communication pursuant to the terms of this Agreement). A party may change its address or e-mail address for purposes of notice hereunder by (x) in the case of the Company, giving notice of such change to all of the Members in the manner provided in this Section 19.5 and (y) in the case of any Member, giving notice of such change to the Company in the manner provided in this Section 19.5.

19.6 Headings. The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.

19.7 GOVERNING LAW; CONSENT TO JURISDICTION AND SERVICE OF PROCESS; WAIVER OF JURY TRIAL. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO ITS CONFLICTS OF LAW DOCTRINE. EACH OF THE COMPANY AND EACH MEMBER HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE DELAWARE COURT OF CHANCERY AND ANY STATE APPELLATE COURT THEREFROM WITHIN THE STATE OF DELAWARE (UNLESS THE DELAWARE COURT OF CHANCERY SHALL DECLINE TO ACCEPT JURISDICTION OVER A PARTICULAR MATTER, IN WHICH CASE, OF ANY DELAWARE STATE OR FEDERAL COURT WITHIN THE STATE OF DELAWARE), AND ANY JUDICIAL PROCEEDING BROUGHT AGAINST THE COMPANY OR ANY MEMBER WITH RESPECT TO ANY DISPUTE ARISING OUT OF THIS AGREEMENT OR ANY MATTER RELATED HERETO SHALL BE BROUGHT ONLY IN SUCH COURTS. EACH OF THE COMPANY AND EACH MEMBER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION IT MAY HAVE OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN

SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE COMPANY AND EACH MEMBER HEREBY CONSENTS TO PROCESS BEING SERVED IN ANY SUCH PROCEEDING BY THE MAILING OF A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE ADDRESS SPECIFIED IN SECTION 19.5, OR IN ANY OTHER MANNER PERMITTED BY LAW. EACH OF THE COMPANY AND EACH MEMBER HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUCH PROCEEDING.

19.8 No Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and its legal representatives, heirs, administrators, executors, successors and permitted assigns, and it is not the intention of the parties hereto to confer third-party beneficiary rights upon any other Person other than (x) the Covered Persons (solely with respect to Sections 8.1 and 8.2), (y) the Identified Persons (solely with respect to Section 8.5), and (z) to the extent not already a party hereto, each Affiliate of any of the Members for purposes of Section 8.6.

19.9 Binding Effect. By virtue of the Plan of Reorganization and the order of the Bankruptcy Court that confirmed the Plan of Reorganization, on the Effective Date, without any further action on the part of, or notice to, any Person, each of the Persons that received Class A Units under, or as contemplated by, the Plan of Reorganization on or as of the Effective Date became a party to this Agreement as a “Member” hereunder, became fully bound by, and subject to, all of the covenants, terms, conditions and provisions of this Agreement as a “Member” party hereto, and is deemed to have signed this Agreement. This Agreement shall apply to, and be binding upon, all holders of Units and Interests, whether or not such holder has executed a counterpart of this Agreement or a Joinder Agreement, and shall also apply to all Units and Interests no matter when acquired, and by acceptance of Units or Interests each holder agrees to be so bound. This Agreement shall become effective on the Effective Date.

19.10 Additional Actions and Documents. The parties agree to execute and deliver any further instruments and perform any additional acts that are or may become reasonably necessary to carry on the Company or to effectuate its purposes.

19.11 Injunctive Relief. It is hereby agreed and acknowledged that it will be impossible to measure in money the damages that would be suffered if the parties to this Agreement fail to comply with any of the obligations imposed on them by this Agreement and that in the event of any such failure, a non-breaching party hereto will be irreparably damaged and will not have an adequate remedy at law. Any such non-breaching party shall, therefore, be entitled to injunctive relief, specific performance or other equitable remedies to enforce such obligations, this being in addition to any other remedy to which such Person is entitled at law or in equity. Each of the parties hereto hereby waives any defense that a remedy at law is adequate and any requirement to post bond or other security in connection with actions instituted for injunctive relief, specific performance or other equitable remedies. Each of the parties hereto hereby agrees not to assert that specific performance, injunctive relief and other equitable remedies are unenforceable, violate public policy, invalid, contrary to law or inequitable for any reason. The right of specific

performance, injunctive relief and other equitable remedies is an integral part of the transactions contemplated by this Agreement.

19.12 Assignment. No rights, interests or obligations of any Member herein may be assigned without the prior approval of the Board and the Majority Members, except assignments to Transferees of Units in connection with Transfers of Units that strictly comply with Article 9; provided, however, that (a) the Designation Right of a Designating Group shall not be assignable except as set forth in Section 6.2(e), (b) the rights of each Observer Member under Section 6.20 shall not be assignable, (c) the rights of each Preemptive Member under Section 9.6 shall not be assignable except to any Person that is an Affiliate of such Preemptive Member and an Accredited Investor at the time of such assignment (and any such assignment may be made in connection with, or not in connection with, a Transfer of Units to such Person); provided, that the assignment of such rights under Section 9.6 to any such Person that is not then a Member shall only be permitted if the conditions set forth in Section 4.2(b) are satisfied in connection with the related purchase of Additional Securities by such Person, and (d) the rights of each ROFO Member under Section 9.7 shall not be assignable except to any Person that is an Affiliate of such ROFO Member and an Accredited Investor at the time of such assignment (and any such assignment may be made in connection with, or not in connection with, a Transfer of Units to such Person); provided, that the assignment of such rights under Section 9.7 to any such Person that is not then a Member shall only be permitted if the conditions set forth in Section 9.1(a) are satisfied in connection with the related purchase of Offered Units by such Person.

19.13 Redaction. Anything herein to the contrary notwithstanding, any copy of the Register of Members that is provided to a Member that holds Class B Units shall be redacted to remove all information relating to each other Member, including the class or series and number of Units held by each other Member (and, if applicable, any hurdles, participation thresholds, vesting schedules, forfeiture provisions or other terms and conditions applicable thereto) and each other Member's Capital Contributions and contact information, and Members that hold Class B Units shall not be entitled to such information.

19.14 Spousal Consent. Unless waived by the Company, each married Member, and each Member who, subsequent to the Effective Date, marries or remarries, will concurrently with his or her execution hereof, or the consummation of such marriage, as applicable, deliver to the Company the written consent of his or her spouse in a form that is acceptable to the Company in its sole discretion; provided, however, that the failure of any such Member to do so will not affect the validity or enforceability of this Agreement.

19.15 Financial Crimes Matters. The Company shall conduct its business in compliance with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

19.16 Termination. This Agreement shall terminate automatically upon the occurrence of an IPO and, to the extent applicable, (a) the entry into of a stockholders agreement pursuant to, and as described in, Section 21.2 by the Reorganized Issuer and the Members, and/or (b) the entry into of registration rights agreement pursuant to, and as described in, Section 21.3 by the Company or the Reorganized Issuer, as applicable, and the Members; provided, however, that (i) any liability of any current or former Member for any breach of this Agreement prior to such termination shall survive any such termination, and (ii) the terms and provisions of the following

Sections and Articles of this Agreement shall survive any such termination: Section 4.4(b), Section 4.5, Article 8 (other than Section 8.7), Section 11.3, Section 11.7, Section 15.3, Section 19.7, Article 20 and Article 21.

ARTICLE 20 CONFIDENTIALITY

20.1 Confidentiality. Each Member hereby agrees that, during the period commencing on the Effective Date (or, with respect to any Member that becomes a party hereto after the Effective Date, the date any such Member executes and delivers a Joinder Agreement) and ending on the second anniversary of the date on which such Member no longer beneficially owns or holds any Units (such period, the “Confidentiality Period”), such Member will keep strictly confidential and will not disclose or divulge to any other Person (other than as permitted by Section 20.2) any (x) confidential, business, financial or proprietary information regarding the Company or any of its Subsidiaries, or any confidential, business, financial or proprietary information regarding the business or affairs of any other Member in respect of the Company or any of its Subsidiaries (in any such case, whether in written, oral or electronic form), that is obtained by, or on behalf of, such Member from the Company or any of its Subsidiaries (including, for all purposes of this Article 20, any such information obtained by such Member from any Manager or Observer), from the Company’s or any such Subsidiary’s legal or financial advisors or any other agents or advisors engaged by the Company or any of its Subsidiaries, from any other Member, or through the ownership of Interests and (y) notes, analyses, compilations, studies, interpretations or other documents prepared by such Member or any of its Representatives which contain, reflect or are based upon the information referred to in clause (x) above (collectively, “Confidential Information”). Confidential Information shall not include information which (A) is known or becomes known to the public in general (other than as a result of a breach of this Section 20.1 by a Member or any of its Representatives), (B) is or becomes available to a Member on a non-confidential basis from a source other than the Company, any other Member or any of their respective Affiliates or Representatives (provided, that such Member is not aware that such source is under an obligation to keep such information confidential) prior to such information being provided to such Member by (or obtained from) the Company or any of its Subsidiaries, any other Member or any of their respective Affiliates or Representatives or (C) is independently developed by such Member or its Representatives without reference to the Confidential Information.

20.2 Permitted Disclosure of Confidential Information.

(a) Notwithstanding Section 20.1, Confidential Information may be disclosed as follows:

(i) Confidential Information may be provided by a Member, on a confidential basis, to such Member’s Affiliates and the respective managers, officers, directors, employees, partners, investors, members, representatives, attorneys, accountants, auditors, trustees, insurers, other professional advisors and financing sources of such Member and such Member’s Affiliates (collectively, “Representatives”), to the extent reasonably necessary in connection with such Member’s investment in the Company; provided, however, that such Member

shall direct its Representatives to comply with the restrictions in this Article 20 as if such Representatives were a party hereto and bound by such restrictions, and such Member shall be responsible for ensuring that its Representatives comply with such restrictions and shall be responsible and liable for any breach of any such restrictions by any of its Representatives.

(ii) Confidential Information may be provided by a Member, on a confidential basis, to an actual or potential Transferee of all or a portion of the Units owned or held by such Member, to the extent reasonably necessary to consummate a sale or other Transfer of such Units permitted under this Agreement; provided, however, that (x) prior to such Member's delivery of Confidential Information to an actual or potential Transferee of Units pursuant to this clause (ii), such actual or potential Transferee shall have executed and delivered to such Member and the Company a Transferee confidentiality agreement substantially in the form attached hereto as Exhibit C, and (y) in no event shall Confidential Information be provided to any Competitor.

(iii) Confidential Information constituting Counterparty Excluded Information may be provided by (x) an Offering Member to a ROFO Member pursuant to Section 9.7(b) and (y) a Counterparty to another Member pursuant to Section 9.8.

(iv) In the event that a Member or any of its Representatives determines, in good faith upon the advice of counsel (including internal counsel), that disclosure of Confidential Information is required under applicable law or regulation, or by any Governmental Authority having jurisdiction over such Member or such Representative, such Member or such Representative will (x) use commercially reasonable efforts to preserve the confidentiality of the Confidential Information sought to be disclosed; and (y) to the extent legally permitted, promptly provide the Company with written notice so that the Company may seek (at the Company's expense) an appropriate protective order or other remedy and/or waive compliance with this Agreement and, if requested by the Company, assist the Company (at the Company's expense) to seek such a protective order or other remedy. Provided that such notice (to the extent legally permitted) is furnished, if, in the absence of a protective order or other remedy, such Member or any applicable Representative is, in the opinion of its counsel, legally compelled to disclose Confidential Information or else be held liable for contempt or suffer other censure or penalty, such Member or such Representative may disclose pursuant to this Section 20.2(a)(iv) only that portion of such Confidential Information, and only to those parties, that such counsel has advised is compelled or required to be disclosed, without liability under this Agreement. In addition, any Member and any applicable Representative shall be entitled to share Confidential Information with Governmental Authorities in connection with routine regulatory audits and examinations that are conducted by such Governmental Authorities of such Member or any of its Affiliates, in each case, without providing the Company with notice of such sharing or disclosure.

(v) With the prior consent of the Company, any Member may provide Confidential Information of the Company (but not Confidential Information of any other Member in respect of the Company or any of its Subsidiaries) to any Person in connection with a potential Sale Transaction with such Person; provided that such Person has an obligation to the Company to keep such Confidential Information confidential.

(vi) Any Member that is an employee, consultant or other service provider of the Company or any of its Subsidiaries may disclose Confidential Information in the performance of such employment duties or services to the extent authorized by the Company's policies in respect thereof.

(b) Termination. All the rights and obligations of a Member set forth in this Article 20 shall terminate automatically upon the expiration of the Confidentiality Period applicable to such Member; provided, however, that no such termination shall relieve any Member from any liability relating to any breach of this Article 20.

ARTICLE 21 IPO

21.1 IPO Approval. The Company shall not initiate or undertake an IPO or effect a Corporate Conversion in connection therewith without prior Required Manager Approval and the prior approval or written consent of the Board and the Majority Members. The parties hereto agree that any IPO may be effected at the Company level or at a Subsidiary of the Company or by or through a successor Entity, and that in the event of a planned IPO, the Company shall convert all (or the appropriate portion) of the Units then held by any Members into an economically equivalent number of shares of the common stock of the Company or its applicable Subsidiary or successor Entity effecting such IPO. If an IPO has been approved in accordance with this Section 21.1 and Section 6.19, each Member hereby consents to such IPO and shall vote for (to the extent it has any voting right) and raise no objections against such IPO, and each Member shall take all reasonable actions in connection with the consummation of such IPO as requested by the Company; provided, that no Member shall be required to agree to any lock-up or other restrictions on the conversion of Units in connection with an IPO unless a substantial portion of the Members are required to agree to such lock-up or other restrictions.

21.2 Required Actions. In connection with an IPO, subject to the requisite approval set forth in Section 21.1, the Board may either (a) cause the Company to contribute all or substantially all of its assets to a corporation in a transaction qualified under Code Section 351(a), and thereupon liquidate and dissolve the Company, (b) elect to have all Members contribute their Units to a corporation, in a transaction qualifying under Code Section 351(a), as long as the Fair Market Value of the shares of the corporation received by all Members, as determined by the Board, is equal to the Fair Market Value of the Units Transferred, as reasonably determined by the Board, (c) cause the Company to distribute some or all of the shares of capital stock of one or more Subsidiaries of the Company to the Members, (d) cause the Company to transfer its assets, liabilities and operations to a corporation in exchange for any combination of cash, debt or capital stock in such corporation, (e) cause a corporation to be admitted as a Member of the Company, with such corporation purchasing interests in the

Company from the Company or Members (as determined by the Board) with the proceeds of a public offering of the corporation's stock, or (f) otherwise cause the Company to convert into a corporation, by way of merger, consolidation or otherwise. Each Member hereby consents to such actions and shall vote for (to the extent it has any voting right) and raise no objections against such actions, and each Member shall, at the request of the Board, take all actions reasonably necessary or desirable to effect such actions (including whether by conversion into a corporation, merger or consolidation into a corporation, recapitalization or reorganization, sale of securities, or otherwise), giving effect to the same economic (other than any tax effects resulting therefrom), voting and corporate governance provisions contained herein (any such transaction contemplated by this Section 21.2, a "Corporate Conversion"). In connection with such Corporate Conversion, at the request of the Board, each Member hereby agrees to enter into a stockholders agreement (or equivalent) with the corporate successor (the "Reorganized Issuer") and each other Member which contains restrictions on the Transfer of such capital stock and other provisions (including with respect to the governance and control of such Reorganized Issuer) in form and substance (including with respect to the termination thereof) similar to the provisions and restrictions set forth herein to the extent reasonably requested by the Board.

21.3 Registration Rights Agreement. In connection with (but prior to the consummation of) an IPO, the Company or any Reorganized Issuer, as applicable, shall enter into a registration rights agreement with, or for the benefit of, each of the Significant Members, in form and substance reasonably satisfactory to the Majority Members, with respect to the registration of its common equity securities ("Company Securities") following the consummation of an IPO; provided, that such registration rights agreement shall provide that (a) any Significant Member or group of Significant Members party to such registration rights agreement (any such holder, a "Registered Holder") that own or hold at least ten percent (10.0%) of all of the Company Securities that are issued and outstanding at the time of any such request may request that the Company or such Reorganized Issuer, as applicable, effect the registration under the Securities Act of a specified number of Company Securities held by such Registered Holder(s), provided, that, subject to certain exceptions, the Company or such Reorganized Issuer, as applicable, will not be required to effect any such demand right more than three times, and (b) the Registered Holders shall be entitled to reasonable and customary piggyback registration rights.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned are a party to, bound by and subject to, and shall be deemed to have signed this Agreement as of the Effective Date.

COMPANY:

[•]

By: _____
Name:
Title:

[Signature Page to Amended & Restated LLC Agreement]

Schedule A

Actions Requiring Required Manager Approval and Approval of the Board and the Majority Members

1. Distributions or dividends made by the Company or any of its Subsidiaries to Members that own or hold Class A Units that are not made to such Members (a) on a *pro rata* basis (based on the number of Class A Units owned or held by such Members immediately prior to any such distribution or dividend), except as provided or contemplated by Section 13.1(b) or Section 13.4, or (b) in the same form.
2. Repurchases or redemptions of Class A Units made by the Company or any of its Subsidiaries that are not made (a) on a *pro rata* basis (based on the number of Class A Units owned or held by all Members immediately prior to any such repurchase or redemption), or (b) in the same form of consideration.
3. Transfer the Company to, or domesticate or continue the Company in, any jurisdiction other than the State of Delaware.
4. Consummate any IPO.
5. List any securities on any securities exchange, or register any securities with the SEC.
6. Convert the Company or any of its Subsidiaries to a corporation, a statutory trust, a business trust, an association, a real estate investment trust, a common-law trust or any other incorporated or unincorporated business or entity or make any change in the Company's or any of its Subsidiaries' entity classification for U.S. federal income tax purposes.
7. Any of the following: (a) merge with, or consolidate into, another Entity, regardless of whether the Company or the applicable Subsidiary is the survivor, (b) sell, lease or exchange all or substantially all of its property and assets, including its goodwill, or (c) consummate any Sale Transaction, in any such case, other than (i) any such transaction that is consummated as an internal restructuring transaction (including the dissolution or merger of any immaterial or dormant Subsidiary of the Company) or that is consummated as part of a financing transaction, in any such case that is not material to the businesses or operations of the Company and its Subsidiaries, taken as a whole, and (ii) a Drag-Along Transaction in which the Selling Members have exercised their rights under Section 9.3.

Schedule B

Officers

<u>Name</u>	<u>Title</u>
[•]	[•]
[•]	[•]
[•]	[•]

Exhibit A

FORM OF ACCREDITED INVESTOR QUESTIONNAIRE

Reference is hereby made to that certain Amended and Restated Limited Liability Company Agreement of [●] (the “Company”), dated as of [●], 2025 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “LLC Agreement”), by and among the Company and the members of the Company from time to time party thereto. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the LLC Agreement.

This Accredited Investor Questionnaire is being completed, executed and delivered by the undersigned pursuant to (a) Section 4.2(b) of the LLC Agreement in connection with the issuance of Units to the undersigned, (b) Section 4.6 of the LLC Agreement as required by, or in response to a request made by the Company to the undersigned pursuant to, Section 4.6 of the LLC Agreement, or (c) Section 9.1(c) of the LLC Agreement in connection with a Transfer of Units to the undersigned.

For purposes of this Accredited Investor Questionnaire, the term “Accredited Investor” (pursuant to clause (a) of Rule 501 promulgated under the Securities Act) means any Person who comes within any of the following categories:

- (1) Any bank as defined in section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state; any investment adviser relying on the exemption from registering with the SEC under section 203(l) or (m) of the Investment Advisers Act of 1940; any insurance company as defined in section 2(a)(13) of the Securities Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of the Investment Company Act of 1940; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- (2) Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

- (3) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
- (4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;
- (5) Any natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent, exceeds \$1,000,000 (provided, for purposes of calculating net worth under this paragraph (5), that (A) the person's primary residence shall not be included as an asset, (B) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability) and (C) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability);
- (6) Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse or spousal equivalent in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
- (7) Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act;
- (8) Any entity in which all of the equity owners are Accredited Investors;
- (9) Any entity, of a type not listed in paragraph (1), (2), (3), (7), or (8), not formed for the specific purpose of acquiring the securities offered, owning investments in excess of \$5,000,000;
- (10) Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the SEC has designated as qualifying an individual for accredited investor status;
- (11) Any natural person who is a "knowledgeable employee," as defined in rule 3c-5(a)(4) under the Investment Company Act of 1940 (17 CFR 270.3c-5(a)(4)), of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act;

- (12) Any “family office,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1): (i) with assets under management in excess of \$5,000,000, (ii) that is not formed for the specific purpose of acquiring the securities offered, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; and
- (13) Any “family client,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1)), of a family office meeting the requirements in paragraph (12) above and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (a)(12)(iii) above.

The undersigned hereby certifies to the Company that, as of the date of this Accredited Investor Questionnaire, the undersigned is an Accredited Investor under the following category set forth above (*e.g.*, (1) through (13) of the definition of “Accredited Investor” above):

_____.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this Accredited Investor Questionnaire on the date set forth above.

[]

By: _____
Name:
Title:

Exhibit B

FORM OF JOINDER AGREEMENT

This Joinder Agreement (this “Joinder Agreement”), dated as of [●], is executed by the undersigned pursuant to the terms of the Amended and Restated Limited Liability Company Agreement of [●] (the “Company”), dated as of [●], 2025 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “LLC Agreement”), by and among the Company and the members of the Company from time to time party thereto. Capitalized terms used herein but not defined herein have the meanings ascribed to such terms in the LLC Agreement.

- (1) Acknowledgements. The undersigned hereby acknowledges and agrees that (a) it has received and reviewed a complete copy of the LLC Agreement, (b) by executing and delivering this Joinder Agreement, it is agreeing to become a party to the LLC Agreement as a “Member” thereunder and shall be fully bound by, and subject to, all of the covenants, terms, conditions and provisions of the LLC Agreement as a “Member” party thereto, (c) it has had sufficient time to consider the LLC Agreement and to consult with an attorney if it wished to do so, or to consult with any other Person of its choosing, before signing this Joinder Agreement and (d) it has willingly executed and delivered this Joinder Agreement with full understanding of the legal and financial consequences of this Joinder Agreement and the LLC Agreement.
- (2) Agreements. The undersigned hereby agrees that, upon execution and delivery to the Company of this Joinder Agreement, the undersigned (a) shall become a party to the LLC Agreement as a “Member” thereunder and shall be fully bound by, and subject to, all of the covenants, terms, conditions and provisions of the LLC Agreement as a “Member” party thereto, and (ii) makes the representations, warranties and acknowledgments set forth in Section 18.1 of the LLC Agreement to the Company and to each other Member as of the date of this Joinder Agreement.
- (3) Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law doctrine.
- (4) Counterparts. This Joinder Agreement may be executed and delivered in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement. Delivery of an executed counterpart of this Joinder Agreement by portable document format (PDF) or other electronic transmission will be effective as delivery of a manually executed counterpart of this Joinder Agreement.
- (5) Headings. The headings of the various sections of this Joinder Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Joinder Agreement.
- (6) Register of Members. For purposes of the Register of Members, the undersigned’s address and e-mail address are as follows:

Exhibit B

Address:

E-mail Address:

[]

Date:

By:

Title:

Exhibit C

FORM OF TRANSFEREE CONFIDENTIALITY AGREEMENT

[NAME OF POTENTIAL TRANSFEREE]
[ADDRESS]

Attention:

Re: Confidentiality Agreement

Ladies and Gentlemen:

In connection with a possible transaction (the "Transaction") involving the sale or transfer of limited liability company interests of [●] (the "Company") owned, held or controlled by [INSERT NAME OF TRANSFEROR] (the "Transferor") to [INSERT NAME OF POTENTIAL TRANSFEREE] (the "Potential Transferee"), the Transferor is prepared to make available to the Potential Transferee certain Confidential Information (as defined below). As a condition to such Confidential Information being furnished to the Potential Transferee, the Potential Transferee hereby agrees that it will comply with the following terms of this letter agreement (this "Confidentiality Agreement"):

1. Confidential Information. (a) "Confidential Information" means any (x) confidential, business, financial or proprietary information regarding the Company or any of its subsidiaries, or any confidential, business, financial or proprietary information regarding the business or affairs of any member of the Company in respect of the Company or any of its subsidiaries (in any such case, whether in written, oral or electronic form), that has been obtained by, or on behalf of, the Potential Transferee or any of its Representatives from the Company or any of its subsidiaries, from the Transferor, or from any of their respective Representatives and (y) notes, analyses, compilations, studies, interpretations or other documents prepared by the Potential Transferee or any of its managers, officers, directors, employees, partners, investors, members, representatives, attorneys, accountants, auditors, trustees, insurers, other professional advisors and financing sources (collectively, "Representatives"), which contain, reflect or are based upon the information referred to in clause (x) above. Confidential Information shall not include information which (A) is known or becomes known to the public in general (other than as a result of a breach of the confidentiality obligations hereunder or otherwise by the Transferor, the Potential Transferee or any of their respective Representatives), (B) is or becomes available to the Potential Transferee on a non-confidential basis from a source other than the Company or any of its subsidiaries, the Transferor or any of their respective Representatives (provided, that the Potential Transferee is not aware that such source is under an obligation to keep such Confidential Information confidential) prior to such information being provided to the Potential Transferee by or on behalf of (or obtained from) the Company, any of its subsidiaries, the Transferor or any of their respective Representatives or (C) is independently developed by the Potential Transferee or any of its Representatives without reference to the Confidential Information.

(b) The Potential Transferee recognizes and acknowledges the competitive value and confidential nature of the Confidential Information and the damage that could result to the

Exhibit C

Company, the Transferor and any other member of the Company if any Confidential Information is disclosed to a third party, and hereby agrees that it will keep strictly confidential and will not disclose, divulge or use for any purpose, other than to evaluate the Transaction, any of the Confidential Information; provided, however, that any of the Confidential Information may be disclosed, on a confidential basis, to any of the Potential Transferee's Representatives that need to know such information for the purpose of evaluating the Transaction. The Potential Transferee shall cause its Representatives to comply, and the Potential Transferee shall be responsible for ensuring that its Representatives comply, with the restrictions set forth in this Confidentiality Agreement as if such Representatives were a party hereto and bound by such restrictions, and shall be responsible and liable for any breach of any such restrictions by any of its Representatives.

2. Disclosure of Confidential Information. In the event that the Potential Transferee or any of its Representatives determines, in good faith upon the advice of counsel, that disclosure of Confidential Information is required under applicable law or regulation, or is required by governmental or by regulatory authorities having jurisdiction over the Potential Transferee or such Representative, the Potential Transferee or such Representative will, to the extent legally permitted and practicable under the circumstances, promptly provide the Transferor and the Company with written notice so that they may seek an appropriate protective order or other remedy and/or waive compliance with the provisions of this Confidentiality Agreement and, if requested by the Transferor or the Company, assist the Transferor or the Company to seek such a protective order or other remedy. Provided that such foregoing notice (to the extent legally permitted and practicable under the circumstances) is furnished, if, in the absence of a protective order or other remedy, the Potential Transferee or any of its applicable Representatives is, in the opinion of its counsel, required to disclose Confidential Information, the Potential Transferee or such Representative may disclose pursuant to this Section 2 only that portion of such Confidential Information, and only to those parties, that such counsel has advised is required to be disclosed, without liability under this Confidentiality Agreement.

3. Return and Destruction of Confidential Information. In the event that the Potential Transferee decides not to proceed with the Transaction, the Potential Transferee will promptly inform the Transferor of that decision. In that case, or at any time upon the request of the Transferor for any reason, the Potential Transferee will, as directed by the Transferor, promptly deliver to the Transferor or the Company all Confidential Information (and any copies thereof). Upon the Transferor's request, the Potential Transferee shall provide the Transferor with prompt written confirmation of the Potential Transferee's compliance with this Section 3. Notwithstanding the return or destruction of the Confidential Information, the Potential Transferee and its Representatives shall continue to be bound by the obligations of confidentiality and other obligations and agreements hereunder.

4. No Representations or Warranties. The Potential Transferee understands, acknowledges and agrees that neither the Company nor any of its subsidiaries, the Transferor nor any other member of the Company makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, and neither the Company nor any of its subsidiaries, the Transferor nor any other member of the Company shall have any liability to the Potential Transferee or to any of its Representatives relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom. Only those

representations or warranties which are made in a final definitive agreement regarding any Transaction, when, as and if executed and delivered, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

5. Injunctive Relief. It is hereby agreed and acknowledged that it will be impossible to measure in money the damages that would be suffered by the Company and the Transferor if the Potential Transferee fails to comply with any of the obligations imposed on it by this Confidentiality Agreement and that in the event of any such failure, the Transferor and the Company will be irreparably damaged and will not have an adequate remedy at law. The Transferor and the Company shall, therefore, be entitled to injunctive relief, specific performance or other equitable remedies to enforce such obligations, this being in addition to any other remedy to which either the Transferor or the Company is entitled at law or in equity. The Potential Transferee hereby waives any defense that a remedy at law is adequate and any requirement to post bond or other security in connection with actions instituted for injunctive relief, specific performance or other equitable remedies. The Potential Transferee hereby agrees not to assert that specific performance, injunctive relief and other equitable remedies are unenforceable, violate public policy, invalid, contrary to law or inequitable for any reason. The right of specific performance, injunctive relief and other equitable remedies is an integral part of the transactions contemplated by this Confidentiality Agreement.

6. Governing Law. THIS CONFIDENTIALITY AGREEMENT AND ANY CONFLICTS ARISING HEREUNDER OR RELATED HERETO SHALL BE GOVERNED BY, AND CONSTRUED UNDER, THE LAWS OF THE STATE OF DELAWARE, ALL RIGHTS AND REMEDIES BEING GOVERNED BY SAID LAWS, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS. EACH OF THE TRANSFEROR AND THE POTENTIAL TRANSFEREE HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND OF ANY NEW YORK STATE COURT SITTING IN THE CITY OF NEW YORK, BOROUGH OF MANHATTAN, AND ANY JUDICIAL PROCEEDING BROUGHT AGAINST THE TRANSFEROR OR THE POTENTIAL TRANSFEREE WITH RESPECT TO ANY DISPUTE ARISING OUT OF THIS CONFIDENTIALITY AGREEMENT OR ANY MATTER RELATED HERETO SHALL BE BROUGHT ONLY IN SUCH COURTS. EACH OF THE TRANSFEROR AND THE POTENTIAL TRANSFEREE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION IT MAY HAVE OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE TRANSFEROR AND THE POTENTIAL TRANSFEREE HEREBY CONSENTS TO PROCESS BEING SERVED IN ANY SUCH PROCEEDING BY THE MAILING OF A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ITS ADDRESS SPECIFIED BELOW, OR IN ANY OTHER MANNER PERMITTED BY LAW. EACH OF THE TRANSFEROR AND THE POTENTIAL TRANSFEREE HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUCH ACTION OR PROCEEDING.

Exhibit C

7. Term. This Confidentiality Agreement will terminate on the earlier of (a) two (2) years from the date hereof and (b) the Potential Transferee executing a Joinder Agreement to the Amended and Restated Limited Liability Company Agreement of the Company, dated as of [●], 2025, among the Company and its members, as amended, supplemented, amended and restated or otherwise modified from time to time; provided, however, that no such termination of this Confidentiality Agreement shall relieve the Potential Transferee from any liability relating to any breach of this Confidentiality Agreement.

8. Notices. All notices, requests, waivers and other communications made pursuant to this Confidentiality Agreement shall be in writing and shall be deemed to have been effectively given, delivered, provided or received (a) when personally delivered to the party to be notified; (b) when sent by electronic mail (“e-mail”) to the party to be notified; (c) three (3) business days after deposit in the United States mail, postage prepaid, by certified or registered mail with return receipt requested, addressed to the party to be notified; or (d) one (1) business day after deposit with a national overnight delivery service, postage prepaid, addressed to the party to be notified with next-business day delivery guaranteed, in each case as follows:

to the Transferor, at:

[]

to the Potential Transferee, at:

[]

A party may change its address or e-mail address for purposes of notice hereunder by giving notice of such change to the other party in the manner provided in this Section 8.

9. Miscellaneous. This Confidentiality Agreement contains the entire agreement between the Transferor and the Potential Transferee regarding its subject matter and supersedes all prior agreements, understandings, arrangements and discussions between the Transferor and the Potential Transferee regarding such subject matter. It is understood and agreed that no failure or delay by the Transferor or the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. No provision in this Confidentiality Agreement can be waived or amended except by written consent of the Transferor, the Potential Transferee and the Company, which consent shall specifically refer to the provision to be waived or amended and shall explicitly make such waiver or amendment. This Confidentiality Agreement may be signed by electronic transmission and in one or more counterparts, each of which shall be deemed an original but all of which shall be deemed to constitute a single instrument. If any provision of this Confidentiality Agreement is found to violate any statute, regulation, rule, order or decree of any governmental authority, such invalidity shall not be deemed to affect any other provision hereof or the validity of the remainder of this Confidentiality Agreement, and such invalid provision shall be deemed deleted herefrom to the minimum extent necessary to cure such violation. The provisions of this Confidentiality Agreement shall inure to the benefit of and be binding upon the

parties hereto and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns. The Potential Transferee may not assign this Confidentiality Agreement without the prior written consent of the Transferor and the Company. The Potential Transferee agrees and acknowledges that the Company shall be an express third party beneficiary hereof, having all rights to enforce this Confidentiality Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Confidentiality Agreement as of this __ day of _____, 20__.

Very truly yours,

TRANSFEROR

[_____]

By: _____

Name:

Title:

CONFIRMED AND AGREED
as of the date written above:

POTENTIAL TRANSFEREE

[_____]

By: _____

Name:

Title:

EXHIBIT C

Exit Term Loan Facility Credit Agreement

THIS DRAFT REMAINS SUBJECT TO CONTINUING NEGOTIATIONS WITH ALL PARTIES AND THE FINAL VERSION MAY CONTAIN MATERIAL DIFFERENCES. FOR THE AVOIDANCE OF DOUBT, NO PARTY HAS CONSENTED TO THIS VERSION AS THE FINAL FORM, AND ALL PARTIES RESERVE THEIR RESPECTIVE RIGHTS WITH RESPECT TO THIS DOCUMENT AND ANY RELATED DOCUMENTS, INCLUDING SUCH PARTIES' CONSENT RIGHTS UNDER TRANSACTION SUPPORT AGREEMENT.

TERM LOAN CREDIT AGREEMENT

[\$•]

Dated as of [•], 2025,

among

THE CONTAINER STORE, INC.,
as Borrower,

THE GUARANTORS PARTY HERETO

ACQUIOM AGENCY SERVICES LLC AND SEAPORT LOAN PRODUCTS LLC,
as co-Administrative Agents

ACQUIOM AGENCY SERVICES LLC,
as Collateral Agent,

and

THE LENDERS PARTY HERETO

THIS DRAFT REMAINS SUBJECT TO CONTINUING NEGOTIATIONS WITH ALL PARTIES AND THE FINAL VERSION MAY CONTAIN MATERIAL DIFFERENCES. FOR THE AVOIDANCE OF DOUBT, NO PARTY HAS CONSENTED TO THIS VERSION AS THE FINAL FORM, AND ALL PARTIES RESERVE THEIR RESPECTIVE RIGHTS WITH RESPECT TO THIS DOCUMENT AND ANY RELATED DOCUMENTS, INCLUDING SUCH PARTIES’ CONSENT RIGHTS UNDER TRANSACTION SUPPORT AGREEMENT.

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TERM LOAN CREDIT AGREEMENT

This TERM LOAN CREDIT AGREEMENT is entered into as of [-], 2025 (this “Agreement”), among THE CONTAINER STORE, INC., a Texas corporation (the “Borrower”), the Guarantors from time to time party hereto, each lender from time to time party hereto (collectively, the “Lenders” and individually, a “Lender”) and Acquiom Agency Services LLC (“Acquiom”), as co-administrative agent and Seaport Loan Products LLC (“Seaport”), as co-administrative agent (in such capacities, together with their respective successors and assigns in such capacities, shall hereinafter be jointly referred to for common activities or rights as the “Administrative Agent”) and Acquiom as Collateral Agent.

WHEREAS, on December 22, 2024 (the “Petition Date”), the Borrower, The Container Store Group, Inc., a Delaware corporation (“Holdings”) and certain direct and indirect Subsidiaries of the Borrower (each, a “Chapter 11 Debtor” and collectively, the “Chapter 11 Debtors”) filed voluntary petitions with the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Bankruptcy Court”) initiating cases under Title 11 of the United States Code (the “Bankruptcy Code”), and jointly administered under The Container Store Group, Inc. Case No. 24-90627 (collectively the “Chapter 11 Cases”);

WHEREAS, the Borrower, the Guarantors, the lenders party thereto (the “Existing DIP Lenders”) and Acquiom Agency Services LLC and Seaport Loan Products LLC as co-administrative agents (the “Existing DIP Administrative Agents”) are party to that certain Senior Secured Super-Priority Debtor-In-Possession Term Loan Credit Agreement, dated as of December 24, 2024 (the “Existing DIP Credit Agreement”), pursuant to which the Existing DIP Lenders issued senior secured super priority term loans consisting of (a) \$40,000,000 of “new money” first-out term loans (the “First-Out DIP Term Loans”) and (b) a second-out roll up term loan facility (the “Second-Out DIP Term Loans”).

WHEREAS, the Borrower has asked the Lenders to provide the Borrower with a term loan credit facility (the “Facility”) consisting of (a) \$[•] of first-out term loans (the “First-Out Term Loans”) and (b) \$[•] of second-out term loans (the “Second-Out Term Loans”);

WHEREAS, the Lenders are willing to make the foregoing term loans to the Borrower, subject to the terms and conditions set forth in this Agreement, the Plan of Reorganization (as defined below), and the Transaction Support Agreement (as defined below);

WHEREAS, pursuant to the Plan of Reorganization, each Existing DIP Lender will exchange (i) its First-Out DIP Term Loans for First-Out Term Loans and other consideration set forth in the Transaction Support Agreement, and (ii) its Second-Out DIP Term Loans for Second-Out Term Loans and other consideration set forth in the Transaction Support Agreement, in both cases on a pro-rata and dollar-for-dollar basis.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for due and valuable consideration, the parties hereto covenant and agree as follows:

ARTICLE I DEFINITIONS AND ACCOUNTING TERMS

1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

“ABL Agent” shall mean Eclipse Business Capital LLC, as administrative agent and collateral agent under the ABL Facility, together with its permitted successors and assigns.

“ABL Credit Agreement” shall mean that certain Asset Based Revolving Credit Agreement, dated as of the date hereof, by and among the Borrower, Holdings, certain subsidiaries of the Borrower from time to time party thereto, the lenders from time to time party thereto and the ABL Agent, as amended, amended and restated, supplemented, otherwise modified, restated, refinanced, renewed, re-funded, restructured or replaced in whole or in part from time to time.

“ABL DIP Facility” shall mean that certain Senior Secured Superpriority Debtor-In-Possession Asset-Based Revolving Credit Agreement dated as of December 24, 2024, among the Borrower, Holdings, certain subsidiaries of the Borrower from time to time party thereto, the lenders from time to time party thereto and Eclipse Business Capital LLC as administrative agent and collateral agent, as amended, amended and restated, supplemented or otherwise modified from time to time.

“ABL Loan Documents” shall mean the “Loan Documents” as defined in the ABL Credit Agreement.

“ABL Facility” shall mean the asset based revolving credit facility of the Borrower governed by the ABL Credit Agreement.

“ABL Loans” shall mean the “Loans” under, and as defined in. the ABL Credit Agreement.

“ABL Priority Collateral” has the meaning specified in the Intercreditor Agreement.

“Additional Credit Extension Amendment” means an amendment to this Agreement (which may, at the option of the Administrative Agent, be in the form of an amendment and restatement of this Agreement) providing for any Incremental Term Loans which shall be consistent with the applicable provisions of this Agreement relating to Incremental Term Loans and otherwise reasonably satisfactory to the Administrative Agent and the Borrower.

“Administrative Agent” shall have the meanings assigned to such term in the preamble hereto.

“Administrative Agent Fee Letter” means the letter agreement dated the date hereof, by and among the Borrower and the Agents.

“Administrative Agent’s Office” means the Administrative Agent’s address and, as appropriate, account as set forth on Schedule 11.02, or such other address or account as the Administrative Agent may from time to time notify the Borrower and the Lenders.

“Administrative Questionnaire” means an Administrative Questionnaire in a form supplied by the Administrative Agent.

“Affected Financial Institution” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Affiliate” means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“Agent Parties” has the meaning specified in Section 11.02(c).

“Agents” means, collectively, the Administrative Agent and the Collateral Agent.

“Aggregate Commitments” means the sum of the Commitments of all the Lenders. As of the Closing Date, the Aggregate Commitments are \$111,805,340.37 million.

“Agreement” has the meaning specified in the introductory paragraph hereto, as amended, restated, modified or supplemented from time to time in accordance with the terms hereof.

“Ancillary Document” has the meaning provided in Section 11.10(b).

“Ancillary Fees” has the meaning set forth in Section 11.01(h).

“Applicable Margin” means (a)(i) with respect to any First-Out Term Loans maintained as Base Rate Loans, 5.50% per annum, and (ii) with respect to any First-Out Term Loans maintained as Term Benchmark Loans, 6.50% per annum, and (b)(i) with respect to any Second-Out Term Loans maintained as Base Rate Loans, 4.00% per annum, and (ii) with respect to any Second-Out Term Loans maintained as Term Benchmark Loans, 5.00% per annum.

“Applicable Premium” means the Applicable Premium (First-Out Term Loan) or Applicable Premium (Second-Out Term Loan), as applicable.

“Applicable Premium (First-Out Term Loan)” means, with respect to any Applicable Premium Event occurring with respect to the First-Out Term Loans, (A) prior to the date that is eighteen months following the Closing Date, the Make-Whole Amount with respect to the First-Out Term Loans subject to such Applicable Premium Event, (B) on and after the date that is eighteen months following the Closing Date and prior to the date that is thirty months after the Closing Date, an amount equal to 2.00% of the aggregate principal amount of the First-Out Term Loans subject to such Applicable Premium Event on such date, (C) on and after the date that is thirty months after the Closing Date and prior to the date that is forty-two months after the Closing Date, an amount equal to 3.00% of the aggregate principal amount of the First-Out Term Loans subject to such Applicable Premium Event on such date, and (D) on and after the date that is forty-two months after the Closing Date, an amount equal to 0.00% of the aggregate principal amount of the First-Out Term Loans subject to such Applicable Premium Event on such date.

“Applicable Premium (Second-Out Term Loan)” means, with respect to any Applicable Premium Event occurring with respect to the Second-Out Term Loans, (A) prior to the date that is eighteen months after the Closing Date, the Make-Whole Amount with respect to the Second-Out Term Loans subject to such Applicable Premium Event, (B) on and after the date that is eighteen months after the Closing Date and prior to the date that is thirty months after the Closing Date, an amount equal to 1.00% of the aggregate principal amount of the Second-Out Term Loans subject to such Applicable Premium Event on such date, and (C) on and after the date that is thirty months after the Closing Date, an amount equal to 0.00% of the aggregate principal amount of the Second-Out Term Loans subject to such Applicable Premium Event on such date.

“Applicable Premium Event” means (a) any prepayment, whether a voluntary prepayment or a mandatory prepayment, (other than any mandatory prepayment pursuant to Section 2.03(b)(i) or (iv)) of all, or any part, of the principal balance of the Loans, whether before or after (i) the occurrence of a Default or an Event of Default or (ii) the commencement of any proceeding under any Debtor Relief Law and notwithstanding any acceleration (for any reason) of the Loans; (b) the acceleration of all of the First-Out Term Loans or Second-Out Term Loans for any reason, including, but not limited to, accelera-

tion following or pursuant to an Event of Default, including as a result of the commencement of a proceeding under any Debtor Relief Law (including, without limitation, pursuant to Section 8.01(f)); (c) the satisfaction, release, payment, redemption, restructuring, reorganization, replacement, reinstatement, defeasance or compromise of any of the Loans in any proceeding under any Debtor Relief Law, foreclosure (whether by power of judicial proceeding or otherwise) or deed in lieu of foreclosure or the making of a distribution of any kind in any proceeding under any Debtor Relief Law to the Lenders (whether directly or indirectly, including through the Administrative Agent or any other distribution agent), in full or partial satisfaction of the Term Loans; and (d) the termination of this Agreement prior to the Maturity Date for any reason.

If an Applicable Premium Event occurs under clause (b), (c) or (d) above, the entire outstanding principal amount of Term Loans (including all First-Out Term Loans and Second-Out Term Loans) shall be deemed to be subject to the Applicable Premium Event on the date on which such Applicable Premium Event occurs.

“Approved Fund” means, with respect to any Lender, any Fund that is administered or managed by (a) such Lender, (b) an Affiliate of such Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“Assignee Group” means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 11.06(b)(iii)), and accepted by the Administrative Agent, in substantially the form of Exhibit F or any other form approved by the Administrative Agent.

“Attributable Indebtedness” means, on any date, (a) in respect of any Capital Lease Obligations of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease or similar payments under the relevant lease or other applicable agreement or instrument that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease or other agreement or instrument were accounted for as a Capital Lease Obligation and (c) all Synthetic Debt of such Person.

“Audited Financial Statements” means the audited Consolidated balance sheets and related statements of income, stockholders’ equity and cash flows for the Fiscal Years for Holdings ended March 30, 2024, April 1, 2023 and April 2, 2022 (including its [Consolidated Subsidiaries]) (in each case prepared in accordance with GAAP).

“Available Amount” means, at any time (the “Reference Date”), the sum of:

- (a) an amount equal to (x) the cumulative amount of Excess Cash Flow (which amount shall not be less than zero in any Fiscal Year) for each Fiscal Year of the Borrower ending after the Closing Date minus (y) the portion of such Excess Cash Flow that has been (or is required to be) applied to the prepayment of Loans in accordance with Section 2.03(b)(i) (without regard to any optional prepayment of Loans); plus
- (b) the amount of any capital contributions (other than from a Subsidiary) and the Net Cash Proceeds from Qualified Equity Issuances (other than any amount applied pursuant to Section

7.03(k)) received by the Borrower during the period from and including the Business Day immediately following the Closing Date through and including the Reference Date; plus

(c) to the extent the Borrower or a Subsidiary has made any Investment pursuant to Section 7.03(l), the net amount of any return on such Investment (whether through dividends, distributions, sale, cash repayments of principal, or other disposition of such Investment or the designation of an Subsidiary as a Subsidiary) actually received by the Borrower or a Subsidiary from such Investment; minus

(d) the aggregate amount of any Investments made pursuant to Sections 7.03(l), any Restricted Payment made pursuant to Section 7.06(e)(ii) or any payment made pursuant to Section 7.12(d) during the period commencing on the Closing Date and ending on the Reference Date (and, for purposes of this clause (d), without taking account of the intended usage of the Available Amount on such Reference Date in the contemplated transaction).

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to clause (e) of Section 3.03.

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

“Bail-In Legislation” means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“Bank Products” means any services or facilities provided to any Loan Party by any Agent, Lender, Former Lender or any Affiliate of an Agent, Lender or Former Lender (but excluding Cash Management Services) on account of (a) Swap Contracts, (b) purchase cards and (c) merchant services constituting a line of credit.

“Bankruptcy Code” has the meaning specified in the preamble hereto.

“Bankruptcy Court” has the meaning specified in the preamble hereto.

“Base Rate” means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus ½ of 1%, (c) the Term SOFR Rate for a one month Interest Period as published two (2) U.S. Government Securities Business Days prior to such day (or if such day is not a U.S. Government Securities Business Day, the immediately preceding U.S. Government Securities Business Day) plus 1%; provided that, for the purpose of this definition, the Term SOFR Rate for any day shall be based on the Term SOFR Reference Rate at approxi-

mately 5:00 a.m. New York time on such day (or any amended publication time for the Term SOFR Reference Rate, as specified by the CME Term SOFR Administrator in the Term SOFR Reference Rate methodology) and (d) 3.00%. If the Base Rate is being used as an alternate rate of interest pursuant to Section 3.03 (for the avoidance of doubt, only until a successor rate to the Term SOFR Reference Rate has been determined pursuant to Section 3.03(b)), then the Base Rate shall be the greater of clauses (a), (b) and (d) above and shall be determined without reference to clause (c) above. Any change in the Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Term SOFR Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Term SOFR Rate, respectively.

“Base Rate Loan” means a Loan that bears interest based on the Base Rate.

“Benchmark” means, initially, the Term SOFR Rate; provided that if a Benchmark Transition Event and the related Benchmark Replacement Date have occurred with respect to the Term SOFR Rate or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) of Section 3.03.

“Benchmark Replacement” means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Required Lenders the applicable Benchmark Replacement Date:

(1) [reserved]; or

(2) the sum of: (a) the alternate benchmark rate that has been selected by the Required Lenders and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for dollar-denominated syndicated credit facilities at such time in the United States and (b) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement for any applicable Available Tenor as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement for such Available Tenor will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Required Lenders and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for dollar-denominated syndicated credit facilities at such time.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement and/or any Term Benchmark Loan, any technical, administrative or operational changes (including changes to the definition of “Base Rate,” the definition of “Business Day,” the definition of “U.S. Government Securities Business Day,” the definition of “Interest Period,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“Benchmark Replacement Date” means, with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the first date on which all Available Tenors of such Benchmark (or such component thereof) have been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Event” means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the NYFRB, the CME Term SOFR Administrator, an insolvency official with jurisdiction

over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Unavailability Period” means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.03 and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.03.

“Benefit Plan” means any of (a) an “employee benefit plan” (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in and subject to Section 4975 of the Code to which Section 4975 of the Code applies, or (c) any Person whose assets include (for purposes of the Plan Asset Regulations or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such “employee benefit plan” or “plan”.

“BHC Act Affiliate” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“Borrower” has the meaning specified in the introductory paragraph hereto.

“Borrower Materials” has the meaning provided in Section 6.02.

“Borrowing” means a borrowing consisting of Loans of the same Type made, deemed converted or continued on the same date and, in the case of Term Benchmark Loans, having the same Interest Period.

“Business Day” means any day (other than a Saturday or a Sunday) on which banks are open for business in New York City; provided that, in addition to the foregoing, a Business Day shall be in relation to Loans referencing the Term SOFR Rate and any interest rate settings, fundings, disbursements, settlements or payments of any such Loans referencing the Term SOFR Rate or any other dealings of such Loans referencing the Term SOFR Rate, any such day that is only a U.S. Government Securities Business Day.

“Capital Expenditures” means, with respect to any Person for any period, any expenditure in respect of the purchase or other acquisition of any fixed or capital asset (excluding normal replacements and maintenance which are properly charged to current operations) which is, or should be in accordance with GAAP, reflected as a “capital expenditure” in a Consolidated statement of cash flows of such Person for the period in which such expenditure occurs, provided that “Capital Expenditures” shall not include (a) any such expenditures which are contractually required to be, and are, reimbursed to the Loan Parties in cash by landlords with respect to such period of calculation, (b) any such expenditure with the proceeds from any casualty insurance or condemnation or eminent domain, to the extent that the proceeds therefrom are utilized for Capital Expenditures within twelve months of the receipt of such proceeds, (c) any such expenditure with the proceeds or consideration received from any trade in of any Loan Party’s assets, or (d) any such expenditures which constitute a Permitted Acquisition.

“Capital Lease Obligations” means, with respect to any Person, the obligation of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under [GAAP] as in effect on the Closing Date, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP as in effect on April 6, 2012.

“Cash Equivalents” means any of the following types of Investments, to the extent owned by Holdings, the Borrower, or any of their respective Subsidiaries:

(a) readily marketable obligations issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof having maturities of not more than 360 days from the date of acquisition thereof; provided that the full faith and credit of the United States of America is pledged in support thereof;

(b) time deposits with, or insured certificates of deposit or bankers’ acceptances of, any commercial bank that (i) (A) is a Lender that offers such deposits, certificates of deposit or bankers’ acceptances in the ordinary course of such Lender’s business or (B) is organized under the laws of the United States of America, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States of America, any state thereof or the District of Columbia, and is a member of the Federal Reserve System, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (c) of this definition and (iii) has combined capital and surplus of at least \$1.0 billion, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(c) commercial paper issued by any Person organized under the laws of any state of the United States of America and rated at least “Prime-1” (or the then equivalent grade) by Moody’s or at least “A-1” (or the then equivalent grade) by S&P, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(d) Investments, classified in accordance with GAAP as current assets of Holdings, the Borrower, or any of their respective Subsidiaries, in money market investment programs registered under the Investment Company Act of 1940, which are administered by financial institutions that have the highest rating obtainable from either Moody’s or S&P, and the portfolios of which are limited solely to Investments of the character, quality and maturity described in clauses (a), (b) and (c) of this definition; and

(e) in the case of any Foreign Subsidiary, investments of comparable tenor and credit quality to those described in the foregoing clauses (a) through (d) customarily utilized in countries in which such Foreign Subsidiary operates for short term cash management purposes.

“Cash Pay Notice” has the meaning assigned to such term in Section 2.06 of this Agreement.

“Cash Pay Trigger” means the delivery of financial statements referred to in Section 6.01(a) and Section 6.01(b) reflecting demonstrating that Consolidated Unadjusted EBITDA is equal to or greater than \$45,000,000 for four consecutive Measurement Periods.

“Cash Management Services” means any one or more of the following types of services or facilities provided to any Loan Party by any Agent, Lender, Former Lender or any Affiliate of an Agent, Lender or Former Lender: (a) ACH transactions, (b) cash management services, including, without limitation, controlled disbursement services, treasury, depository, overdraft, and electronic funds transfer services, (c) foreign exchange facilities, (d) credit or debit cards, and (e) merchant services not constituting a Bank Product.

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980.

“CERCLIS” means the Comprehensive Environmental Response, Compensation and Liability Information System maintained by the U.S. Environmental Protection Agency.

“CFC” means a Person that is a controlled foreign corporation under Section 957 of the Code.

“Change in Law” means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority or (c) the making or issuance of any request, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

“Chapter 11 Cases” shall have the meaning specified in the preamble hereto.

“Chapter 11 Debtors” shall have the meaning specified in the preamble hereto.

“Change of Control” means an event or series of events by which:

(a) any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such Person or its subsidiaries, and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan that in each case is not acting in concert with another Person), other than the Permitted Holders, becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed to have “beneficial ownership” of all securities that

such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an “option right”), directly or indirectly, of more than 50% of the equity securities of Holdings entitled to vote for members of the board of directors or equivalent governing body of Holdings on a fully-diluted basis (and taking into account all such securities that such “person” or “group” has the right to acquire pursuant to any option right); or

(b) Holdings shall cease, directly or indirectly, to own and control legally and beneficially all of the Equity Interests in the Borrower; or

(c) a “change of control” or any comparable term under, and as defined in, the ABL Documents or any other instrument, document or agreement governing Material Indebtedness shall have occurred, in any case that gives the holders thereof the right to require Holdings or any of its Subsidiaries to repurchase, offer to repurchase or immediately repay such Indebtedness.

“Class” when used in reference to (a) any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are First-Out Term Loans or Second-Out Term Loans, (b) any Commitment, refers to whether such Commitment is a Commitment in respect of First-Out Term Loan Commitment or Second-Out Term Loan Commitment or (c) any Lender, refers to whether such Lender has a Loan or Commitment with respect to a particular Class of Loans or Commitments.

“Closing Date” means [•], 2025.

“CME Term SOFR Administrator” means CME Group Benchmark Administration Limited as administrator of the forward-looking term SOFR (or a successor administrator).

“Code” means the U.S. Internal Revenue Code of 1986, as amended.

“Collateral” means all of the “Collateral” and “Mortgaged Property” or “Trust Property,” as applicable, referred to in the Collateral Documents and all of the other property that is or is intended under the terms of the Collateral Documents to be subject to Liens in favor of the Collateral Agent for the benefit of the Secured Parties.

“Collateral Agent” means Acquiom, in its capacity as collateral agent under the Loan Documents, or any successor collateral agent as provided in Section 9.01(b).

“Collateral Documents” means, collectively, the Security Agreement, the Pledge Agreement, the Swedish Pledge Agreement, the Intellectual Property Security Agreement, the Mortgages, the Intercreditor Agreement, collateral assignments, security agreements, pledge agreements, control agreements or other similar agreements delivered to the Collateral Agent pursuant to Section 6.12, and each of the other agreements, instruments or documents that creates or purports to create a Lien in favor of the Collateral Agent for the benefit of the Secured Parties.

“Commitment” means the First-Out Term Loan Commitments, Second-Out Term Loan Commitment, and the Incremental Term Loan Commitments.

“Committed Loan Notice” means a notice of a Borrowing, which, if in writing, shall be substantially in the form of Exhibit A-1.

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“Compliance Certificate” means a certificate substantially in the form of Exhibit D with such modifications thereto as may be mutually agreed by the Administrative Agent and the Borrower to reflect the amendments to this Agreement.

“Confirmation Order” means [].

“Consolidated” means, when used to modify a financial term, test, statement, or report of a Person, the application or preparation of such term, test, statement or report (as applicable) based upon the consolidation, in accordance with GAAP, of the financial condition or operating results of such Person and its Subsidiaries.

[“Consolidated EBITDA” means, at any date of determination, an amount equal to Consolidated Net Income of Holdings and its Subsidiaries for the most recently completed Measurement Period plus (a) the following to the extent deducted (and not added back), excluded or otherwise not taken into account in calculating Consolidated Net Income for such Measurement Period:

- (i) Consolidated Interest Charges,
- (ii) the provision for Federal, state, local and foreign income taxes payable,
- (iii) depreciation and amortization expense,
- (iv) non-cash stock compensation paid to officers, directors, employees or consultants during such Measurement Period,
- (v) all non-cash losses from Dispositions during such Measurement Period, other than Dispositions of inventory in the ordinary course of business,
- (vi) Transaction Expenses,
- (vii) expenses incurred in connection with the prepayment, amendment, or refinancing of Indebtedness during such Measurement Period,
- (viii) non-cash expenses related to LIFO/LCM reserves and non-cash rent,
- (ix) any non-cash purchase accounting adjustments made in connection with any acquisition permitted by this Agreement,
- (x) pro forma “run rate” cost savings, operating expense reductions, operational improvements and synergies (net of the amount of actual amounts realized and excluding any revenue synergies) reasonably identifiable and factually supportable (in the good faith determination of Holdings) related to (A) the Transactions, (B) asset sales, acquisitions, Investments, Dispositions, operating improvements, restructurings, cost saving initiatives and certain other similar initiatives (including the renegotiation of contracts and other arrangements) and other transactions disclosed to the Administrative Agent prior to the Closing Date that were consummated prior to the Closing Date and (C) asset sales, acquisitions, Investments, dispositions, operating improvements, restructurings, cost saving initiatives and certain other similar initiatives (including the renegotiation of contracts and other arrangements) consummated after the Closing Date, in each case of (A), (B) and (C), projected by Holdings in good faith to result from actions that have been taken or with respect to which substantial steps have been taken or are expected to be taken (in the good faith determination of Holdings) and realized within 12 months (for the avoidance of

doubt including in connection with any of the foregoing, or actions taken, prior to the Closing Date); provided that a duly completed certificate of a Responsible Officer has been delivered to the Administrative Agent certifying the matters set forth in this clause (x); provided further that the amount that may be added back pursuant to this clause (a)(x), together with the aggregate amounts added back pursuant to clause clauses (a)(xv) below, shall not exceed an aggregate amount equal to 25% of Consolidated EBITDA for such Measurement Period (calculated prior giving effect to any such amounts);

(xi) expenses incurred during such Measurement Period in connection with closed stores, store closings, and store relocations in an amount not to exceed [\$7.5] million in the aggregate in such Measurement Period,

(xii) all transactional costs, expenses and charges payable to non-Affiliated third parties and made at the time of, and in connection with, any acquisition (whether or not consummated) in an amount not to exceed [\$7.5] million in the aggregate during such Measurement Period,

(xiii) (A) any expenses or charges related to any issuance of Equity Interests, Investment, acquisition, disposition, recapitalization or the incurrence or repayment of Indebtedness (including with respect to Indebtedness, a refinancing thereof, whether or not successful and whether incurred prior to or after the Closing Date), in each case permitted to be incurred or made hereunder and any amendment or modification to the terms of any such transactions, including such fees, expenses or charges related to the Transaction (including in connection with the wind-down of the Chapter 11 Cases) and (B) the amount of any charge that is reimbursable by third parties pursuant to indemnification provisions or similar agreements or insurance; provided, that in respect of any fees, costs and expenses added back pursuant to this clause (B), Holdings in good faith expects to receive reimbursement for such fees and/or charges within the next 12 Fiscal Months (it being understood that to the extent not actually received within such 12 Fiscal Month period, such reimbursement amounts shall be deducted in calculating Consolidated EBITDA for such Fiscal Months,

(xiv) non-cash losses (minus any non-cash gains) with respect to Swap Contracts during such Measurement Period,

(xv) extraordinary, unusual or non-recurring expenses, charges or losses during such period (as determined by the Borrower in good faith, it being understood that Item 10(e) of Regulation S-K under the Securities Act shall not constitute a limitation on any such determination), and

(xvi) pre-opening and grand opening expenses in an amount not to exceed \$15.0 million in such Measurement Period;

(xv) any charge attributable to the undertaking and/or implementation of business optimization activities, cost savings initiatives, cost rationalization programs, operating expense reductions and/or synergies and/or similar initiatives and/or programs (including, without limitation, in connection with any integration, restructuring or transition, any reconstruction, decommissioning, recommissioning or reconfiguration of fixed assets for alternative uses), including any business optimization charge, any restructuring charge (including any charge relating to any tax restructuring), any charge relating to the closure or consolidation of any facility (including but not limited to rent termination costs, moving costs and legal costs), any systems implementation charge, software development costs and any severance charge; provided that the amount that may be added back pursuant to this clause (a)(xv), together with the aggregate amounts added back pursuant to clause (a)(x) above, shall not exceed an aggregate amount equal to 25% of Consolidated Adjusted EBITDA for such Measurement Period (calculated prior giving effect to any such amounts);

(xvi) proceeds of business interruption insurance in an amount representing the earnings for the applicable period that such proceeds are intended to replace (whether or not then received so long as Holdings in good faith expects to receive such proceeds within the next 12 Fiscal Months (it being understood that to the extent such proceeds are not actually received within such 12 Fiscal Month period, such proceeds shall be deducted in calculating Consolidated EBITDA for such Fiscal Months));

(xvii) unrealized or realized net foreign currency translation or transaction losses impacting Consolidated Net Income (including, without limitation, currency remeasurements of Indebtedness and any net losses from Swap Contract for currency exchange risk associated with the above or any other currency-related risk); and minus

(b) (i) to the extent included in calculating Consolidated Net Income for such Measurement Period, all non-recurring, non-cash items increasing Consolidated Net Income (excluding any non-cash items that result in an accrual of a reserve for cash items in any future period) (in each case of or by Holdings and its Subsidiaries for such Measurement Period), (ii) non-cash gains from Dispositions other than Dispositions of inventory in the ordinary course of business, (iii) the amount added back to Consolidated EBITDA pursuant to clause (a)(xvi) above to the extent such business interruption proceeds were not received within the time period required by such clause and (iv) unrealized or realized net foreign currency translation or transaction gains impacting Consolidated Net Income (including, without limitation, currency remeasurements of Indebtedness and any net gains from Swap Contracts for currency exchange risk associated with the above or any other currency-related risk).]¹

“Consolidated First Lien Leverage Ratio” means, as of any date of determination, the ratio of (a) Total Debt as of such date that is secured by a Lien on any of the Collateral on an equal priority basis (but without regard to control of remedies) with the Liens securing the Obligations to (b) Consolidated EBITDA for the most recently completed Measurement Period.

“Consolidated Interest Charges” means, for any Measurement Period, Consolidated interest expense (net of interest income) of Holdings and its Subsidiaries determined in accordance with GAAP.

“Consolidated Leverage Ratio” means, as of any date of determination, the ratio of (a) Total Debt as of such date to (b) Consolidated EBITDA for the most recently completed Measurement Period.

“Consolidated Net Income” means, at any date of determination, the net income (or loss) of Holdings and its Subsidiaries on a Consolidated basis for the most recently completed Measurement Period; provided that Consolidated Net Income shall exclude (a) extraordinary non-cash gains and extraordinary non-cash losses for such Measurement Period, [(b) the net income of any Subsidiary during such Measurement Period to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary of such income is not permitted by operation of the terms of its Organization Documents or any agreement, instrument or Law applicable to such Subsidiary during such Measurement Period (provided that this clause (b) shall not, with respect to any Foreign Subsidiary, exclude income that can only be distributed following the adoption of the relevant annual accounts or Consolidated annual accounts for such Foreign Subsidiary’s Fiscal Year), except that Consolidated Net Income shall be reduced to the extent of any equity held by Holdings or any of its Subsidiaries in any net loss of any such

¹ NTD: Subject to continued review.

Subsidiary for such Measurement Period,² (c) the income (or loss) of any Person during such Measurement Period and accrued prior to the date it becomes a Subsidiary of Holdings or its Subsidiaries or is merged into or Consolidated with Holdings or a Subsidiary or that Person's assets are acquired by Holdings or any of its Subsidiaries, (d) any income (or loss) for such period of any Person if such Person is not a Subsidiary of Holdings, except that Consolidated Net Income shall be increased by the aggregate amount of cash actually distributed by such Person during such Measurement Period to Holdings or a Subsidiary as a dividend or other distribution (and in the case of a dividend or other distribution to a Subsidiary which is not a Loan Party, such Subsidiary is not precluded from further distributing such amount to the Borrower as described in clause (b) of this proviso), and (e) the cumulative effect of changes in accounting principles.

“Consolidated Secured Leverage Ratio” means, as of any date of determination, the ratio of (a) Total Debt as of such date that is secured by a Lien on any of the Collateral to (b) Consolidated EBITDA for the most recently completed Measurement Period.

“Consolidated Unadjusted EBITDA” means, at any date of determination, an amount equal to Consolidated Net Income of Holdings and its Subsidiaries for the most recently completed Measurement Period plus the following to the extent deducted (and not added back), excluded or otherwise not taken into account in calculating Consolidated Net Income for such Measurement Period: (i) Consolidated Interest Charges, (ii) the provision for Federal, state, local and foreign income taxes payable and (iii) depreciation and amortization expense.

“Contractual Obligation” means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

“Conversion/Continuation Notice” means a notice of (a) a conversion of Loans from one Type to the other, or (b) a continuation of Term Benchmark Loans, pursuant to Section 2.02(c), which, if in writing, shall be substantially in the form of Exhibit A-2.

“Corresponding Tenor” with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“Covered Entity” means any of the following:

(a) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(b) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

² NTD: Subject to continued review.

(c) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“Covered Party” has the meaning assigned to it in Section 11.22.

“Debtor Relief Laws” means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“Default” means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

“Default Rate” means for Loans and any other amounts due hereunder, an interest rate equal to (i) the Base Rate plus (ii) the Applicable Margin applicable to Base Rate Loans plus (iii) 2% per annum; provided, however, that with respect to a Term Benchmark Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Margin) otherwise applicable to such Loan plus 2% per annum.

“Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“Defaulting Lender” means any Lender that (a) has failed to fund any portion of the Loans required to be funded by it hereunder within two Business Days of the date required to be funded by it hereunder, unless such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender’s good faith determination that a condition precedent to funding (specifically identified in writing, including, if applicable, by reference to a specific Default) has not been satisfied, (b) has otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two Business Days of the date when due, unless the subject of a good faith dispute, or (c) has (i) become the subject of a bankruptcy or insolvency proceeding or (ii) become the subject of a Bail-In Action.

“Designated Noncash Consideration” means non-cash consideration received by the Borrower or one of its Subsidiaries in connection with an Disposition that is so designated as Designated Noncash Consideration pursuant to a certificate of a responsible officer of the Borrower, setting forth the basis of such valuation.

“Discharge of ABL Obligations” has the meaning specified in the Intercreditor Agreement.

“Disposition” or “Dispose” means the sale, transfer, license, lease, or other disposition (including any sale and leaseback transaction) of any property (including, without limitation, any Equity Interests or Disqualified Equity Interests of any other Person held by a specified Person) by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith, in each case, resulting in consideration to such Person (including assumption of liabilities) for any such transaction or series of related transactions in excess of \$1.0 million.

“Disqualified Equity Interests” means any Equity Interests of any Person that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the

option of the holder thereof), or upon the happening of any event, (a) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, in each case prior to the six month anniversary of the Maturity Date, (b) requires the payment of any cash dividend or any other scheduled payment constituting a return of capital, in each case prior to the six month anniversary of the Maturity Date, or (c) is convertible into or exchangeable for debt securities or for any Equity Interest referred to in clause (a) above, in each case at any time prior to the six month anniversary of the Maturity Date.

“Dollar”, “dollars” and “\$” mean lawful money of the United States.

“Domestic Subsidiary” means any Subsidiary that is organized or existing under the laws of the United States, any state thereof or the District of Columbia.

“Early Maturity Basket” means an aggregate principal amount equal to the greater of (x) \$37.5 million and (y) 50% of Consolidated EBITDA.

“EEA Financial Institution” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent;

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

“Eligible Assignee” means (a) a Secured Party or any of its Affiliates; (b) a bank, insurance company, or company engaged in the business of making commercial loans, which Person, together with its Affiliates, has a combined capital and surplus in excess of \$250.0 million; (c) an Approved Fund; (d) any Person to whom a Secured Party assigns its rights and obligations under this Agreement as part of an assignment and transfer of such Secured Party’s rights in and to a material portion of such Secured Party’s portfolio of term loan credit facilities and (e) any other Person (other than a natural person) approved by (i) the Administrative Agent and (ii) unless an Event of Default under Section 8.01(a) or 8.01(f) has occurred and is continuing, the Borrower (each such approval not to be unreasonably withheld or delayed); provided that notwithstanding the foregoing, “Eligible Assignee” shall not include a Loan Party or any of the Loan Parties’ Subsidiaries.

“Electronic Signature” means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

“Environmental Laws” means any and all Federal, state, local and foreign statutes, laws, regulations, ordinances, rules, common law, judgments, orders, decrees, permits, concessions, grants, franchises or licenses, relating to pollution or the protection of the environment or the Release or threat of Release of any hazardous substances, materials or wastes (including Hazardous Materials) into the environment or human health (to the extent related to exposure to Hazardous Materials), or generation, storage, treatment, transport or handling of any Hazardous Materials.

“Environmental Liability” means any liability, whether pending or threatened (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower, any other Loan Party or any of their respective Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Environmental Permit” means any permit, approval, identification number, license or other authorization required under any Environmental Law.

“Equity Interests” means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or non-voting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

“ERISA Affiliate” means any entity under common control with Holdings or the Borrower and with which Holdings or the Borrower would be treated as a single employer within the meaning of Section 414 of the Code or Section 4001(a)(14) of ERISA.

“ERISA Event” means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by Holdings, the Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) with respect to any Pension Plan, a failure to satisfy the minimum funding standard under Sections 412 and 430 of the Code or Sections 302 and 303 of ERISA, whether or not waived; (d) a determination that any Pension Plan is, or is expected to be, in “at-risk” status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code); (e) a complete or partial withdrawal (within the meanings of Sections 4203 and 4205 of ERISA) by Holdings, the Borrower or any ERISA Affiliate from a Multiemployer Plan or receipt by Holdings or the Borrower of notice from any Multiemployer Plan that it is insolvent (within the meanings of Section 4245 of ERISA) or in “endangered” or “critical” status (within the meaning of Section 432 of the Code or Section 305 of ERISA); (f) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Section 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate under Section 4042 of ERISA a Pension Plan or Multiemployer Plan; (g) the appointment of a trustee to administer under Section 4042 of ERISA any Pension Plan or Multiemployer Plan; or (h) with respect to any Pension Plan the imposition of a lien or the posting of a bond or other security pursuant to Section 436(f) of the Code or Section 206(g)(5) of ERISA.

“Event of Default” has the meaning specified in Section 8.01. An “Event of Default” shall be deemed to be continuing unless and until that Event of Default has been duly waived as provided in Section 11.01.

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

[“Excess Cash Flow” means, for any Fiscal Year of Holdings, the sum (without duplication) of:

(a) the Consolidated Net Income (or loss) of Holdings and its Subsidiaries for such Fiscal Year, adjusted (i) to exclude any gains or losses attributable to any events as a result of which a mandatory prepayment (other than from Excess Cash Flow) of the Facility is required and (ii) to subtract the amount, if any, by which taxes paid or required to be paid in cash with respect to such Fiscal Year exceeds the amount of taxes deducted in calculating Consolidated Net Income and to add the amount, if any, by which taxes paid or required to be paid with respect to such Fiscal Year in cash are less than the amount deducted in calculating Consolidated Net Income; plus

(b) depreciation, amortization and other non-cash charges or losses deducted in determining such Consolidated Net Income (or loss) for such Fiscal Year; plus

(c) the amount, if any, by which Net Working Capital decreased during such Fiscal Year (except as a result of the reclassification of items from short-term to long-term or vice-versa); minus

(d) the amount, if any, by which Net Working Capital increased during such Fiscal Year (except as a result of the reclassification of items from short-term to long-term or vice-versa); minus

(e) cash expenditures of Holdings and its Subsidiaries for and incurred in connection with Permitted Acquisitions or Investments pursuant to Section 7.03(1) during such Fiscal Year (except to the extent financed with the proceeds of Indebtedness, equity issuances, casualty proceeds, condemnation proceeds or other proceeds that would not be included in Consolidated Net Income (or loss) for such Fiscal Year); minus

(f) permanent repayments of Indebtedness (including any premium, make-whole or other penalty associated therewith) other than, solely for the purposes of Section 2.03(b), Indebtedness hereunder, made in cash by the Subsidiaries during such Fiscal Year and permitted hereunder, but, only to the extent that the Indebtedness so prepaid by its terms cannot be reborrowed or redrawn and such prepayments do not occur in connection with a refinancing of all or any portion of such Indebtedness; minus

(g) cash payments by the Borrower and the Subsidiaries during such period in respect of long-term liabilities of the Borrower and the Subsidiaries (other than Indebtedness) to the extent such payments are not expensed during such period; minus

(h) the amount expended in respect of voluntary prepayments of Loans made pursuant to Section 2.03(d) (other than in connection with a refinancing); minus

(i) Restricted Payments made in cash by the Borrower during such Fiscal Year pursuant to Section 7.06(c) or (d); minus

(j) Capital Expenditures actually made in cash by Holdings and its Subsidiaries in such Fiscal Year (except to the extent financed with the proceeds of Indebtedness, equity issuances, casualty proceeds, condemnation proceeds or other proceeds that would not be included in Consolidated Net Income (or loss) for such Fiscal Year); minus

(k) any non-cash gains included in determining such Consolidated Net Income (or loss) for such Fiscal Year.]³

“Excluded Swap Obligation” means, with respect to any Loan Party, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Loan Party of, or the grant by such Loan Party of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Loan Party’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time such Loan Party’s obligations under the last paragraph of Section 10.01 become effective with respect to such related Swap Obligation.

“Excluded Taxes” means, with respect to the Agents, any Lender or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) taxes imposed on or measured by its overall net income (however denominated), franchise taxes imposed on it (in lieu of net income taxes) and branch profits taxes (or similar taxes) imposed by a jurisdiction (or any political subdivision thereof) as a result of such recipient being organized or resident in, maintaining a Lending Office in, or doing business in such jurisdiction, (b) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Borrower under Section 11.13), any U.S. federal withholding tax to the extent imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new Lending Office) except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from the Borrower with respect to such withholding tax pursuant to Section 3.01; (c) taxes attributable to a Lender’s failure to comply with Section 3.01(e) or (f) and (d) any tax imposed as a result of such recipient’s failure to establish a complete exemption under FATCA.

“Existing DIP Administrative Agents” has the meaning set forth in the preamble.

“Existing DIP Credit Agreement” has the meaning set forth in the preamble.

“Existing DIP Facility” shall mean the asset based revolving credit facility of the Borrower governed by the Existing DIP Credit Agreement.

“Existing DIP Lenders” has the meaning set forth in the preamble.

“Existing Liens” has the meaning set forth in Section 11.01(h).

“Existing Term Loan Facility” means the credit agreement governing the \$200.0 million senior secured term loan facility dated as of April 6, 2012, among the Borrower, the guarantors party thereto, the lenders party thereto and JPMorgan as administrative agent and collateral agent, as amended or modified from time to time.

³ NTD: Subject to continued review.

[“Extraordinary Receipt” means any cash received by or paid to any Person in respect of proceeds of insurance (other than (i) proceeds of business interruption insurance to the extent such proceeds constitute compensation for lost earnings and (ii) in respect of any leased property (or assets located on such leased property) to the extent that such proceeds are required to be paid to the landlord of such Person pursuant to the terms of the Lease for such leased property) and condemnation awards (and payments in lieu thereof), in each case, to the extent the amount of cash received by or paid to such person is at least \$1.0 million.]⁴

“Facility” has the meaning set forth in the preamble.

“FATCA” means Sections 1471 through 1474 of the Code as in effect on the date hereof or any successor provision that is substantively comparable and not materially more onerous to comply with, and, in each case, any current or future regulations promulgated thereunder or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(i) of the Code and any inter-governmental agreements (together with any law implementing such agreements).

“Federal Funds Effective Rate” means, for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions, as determined in such manner as the NYFRB shall set forth on NYFRB’s Website from time to time, and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate, provided that if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

“First-Out DIP Term Loans” has the meaning set forth in the preamble.

“First-Out Term Loan Commitments” means, with respect to each Lender, the commitment to make First-Out Term Loans hereunder in accordance with Section 2.01(a), expressed as an amount representing the maximum principal amount of the First-Out Term Loans to be made by such Lender hereunder, as such commitment may be reduced from time to time (a) pursuant to assignments by or to such Lender pursuant to an Assignment and Assumption or (b) upon the incurrence of such First-Out Term Loans pursuant to Section 2.01(a). The initial amount of each Lender’s First-Out Term Loan Commitment is set forth on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender shall have assumed its First-Out Term Loan Commitment.

“First-Out Term Loan Interest Payment Date” means (i) the last Business Day of each calendar month commencing with [February 28, 2025], (ii) upon any prepayment due to acceleration or any other prepayment or repayment, and (iii) the Maturity Date.

“First-Out Term Loan PIK Margin” means 5.50% per annum.

“First-Out Term Loans” has the meaning set forth in the preamble.

“First Priority Lien” means any Lien purported to be created on any Collateral pursuant to any Collateral Document, that such Lien is the most senior Lien to which such Collateral is subject (subject to (i) in the case of Mortgages, Permitted Encumbrances, and (ii) otherwise, Permitted Liens).

“Fiscal Month” means any fiscal month of any Fiscal Year.

⁴ NTD: Subject to continued review.

“Fiscal Quarter” means any fiscal quarter of any Fiscal Year.

“Fiscal Year” means any period of twelve consecutive Fiscal Months ending on the Saturday closest to March 31 in each calendar year (except for 53-week years).

“Flood Documentation” means, with respect to each Mortgaged Property located in the United States or any territory thereof, (i) a completed “life-of-loan” Federal Emergency Management Agency standard flood hazard determination (together with a notice about Special Flood Hazard Area status and flood disaster assistance duly executed by the Borrower and the applicable Loan Party relating thereto) and (ii) a copy of, or a certificate as to coverage under, and a declaration page relating to, the insurance policies required by Section 6.07 hereof and the applicable provisions of the Collateral Documents, each of which shall (A) be endorsed or otherwise amended to include a “standard” or “New York” lender’s loss payable or mortgagee endorsement (as applicable), (B) name the Collateral Agent, on behalf of the Secured Parties, as additional insured and loss payee/mortgagee and (C) identify the address of each property located in a Special Flood Hazard Area, the applicable flood zone designation and the flood insurance coverage and deductible relating thereto and (iii) be otherwise in form and substance reasonably satisfactory to the Administrative Agent.

“Flood Insurance Laws” means, collectively, (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (iii) the National Flood Insurance Reform Act of 1994 as now or hereafter in effect or any successor statute thereto and (iv) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto.

“Floor” means a rate of interest equal to 2.00% per annum.

“Foreign Lender” means any Lender that is not, for U.S. federal income tax purposes, (i) an individual who is a citizen or resident of the United States, (ii) a corporation, partnership or other entity treated as a corporation or partnership created or organized in or under the laws of the United States, or any political subdivision thereof, (iii) an estate whose income is subject to U.S. federal income taxation regardless of its source or (iv) a trust if a court within the United States is able to exercise primary supervision over the administration of such trust and one or more United States persons have the authority to control all substantial decisions of such trust. In addition, solely for purposes of clause (b) of the definition of “Excluded Taxes,” a Foreign Lender shall include a partnership or other entity treated as a partnership created or organized in or under the laws of the United States, or any political subdivision thereof, but only to the extent the partners of such partnership (including indirect partners if the direct partners are partnerships or other entities treated as partnerships for U.S. federal income tax purposes created or organized in or under the laws of the United States, or any political subdivision thereof) are treated as Foreign Lenders under the preceding sentence.

“Foreign Plan” means any employee benefit plan, program, policy, arrangement or agreement maintained or contributed to by, or entered into with, Holdings, the Borrower or any Subsidiary with respect to employees employed by Holdings, the Borrower or any Subsidiary outside the United States that is not subject to the laws of the United States.

“Foreign Subsidiary” means any Subsidiary that is not a Domestic Subsidiary.

“Former Lender” means any Person that was a Lender but that has assigned all of its Loans and Commitments, and no longer holds any Loans and Commitments and, at the time of such assignment, was, or an Affiliate of such Lender was, a counterparty under any agreement with respect to Bank Products or Cash Management Services with any Loan Party, which agreements relating to Bank

Products or Cash Management Services have not expired, been paid out or otherwise terminated or renewed.

“FRB” means the Board of Governors of the Federal Reserve System of the United States.

“Fund” means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

“GAAP” means generally accepted accounting principles in the United States, as in effect from time to time; provided, however, that if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof (including through the adoption of IFRS) on the operation of such provisions (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof (including through the adoption of IFRS), then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

“Governmental Authority” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“Guarantee” means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien). The amount of any Guarantee shall be deemed to be an amount equal to, with respect to clause (a) above, the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith or, with respect to clause (b) above, the fair market value of the property subject to (or contemplated to be subject to) such Lien as determined by the guaranteeing Person in good faith. The term “Guarantee” as a verb has a corresponding meaning.

“Guarantor” means Holdings and the Subsidiary Guarantors listed on Schedule 6.12 and each other Subsidiary of Holdings that is required to sign a counterpart to this Agreement pursuant to Section 6.12(a)(i).

“Guaranty” means the guaranty contained in Article X hereof made by the Guarantors in favor of the Secured Parties.

“Hazardous Materials” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated or defined as hazardous or toxic (or words of similar import) pursuant to any Environmental Law.

“Holdings” means The Container Store Group, Inc., a Delaware corporation.

“IFRS” means International Financial Reporting Standards and applicable accounting requirements set by the International Accounting Standards Board or any successor thereto (or the Financial Accounting Standards Board, the Accounting Principles Board of the American Institute of Certified Public Accountants, or any successor to either such Board, or the SEC, as the case may be), as in effect from time to time.

“Incremental Term Borrowing” means a Borrowing comprised of Incremental Term Loans.

“Incremental Term Lender” means a Lender with an Incremental Term Loan Commitment or an outstanding Incremental Term Loan.

“Incremental Term Loan Amount”⁵ means, at any time, the excess, if any, of the greater of (a) the sum of (i) the greater of (x) \$75.0 million and (y) 100% of Consolidated EBITDA plus (ii) all voluntary prepayments of the existing Facility other than with the proceeds of long term Indebtedness and (b) any amount so long as, in the case of this clause (b), (i) if such Indebtedness is secured by a Lien on an equal priority basis with the Liens on the Collateral securing the Obligations, on a Pro Forma Basis, the Consolidated First Lien Leverage Ratio for the Measurement Period most recently ended prior to the incurrence of such Indebtedness does not exceed [2.50] to 1.00, (ii) if such Indebtedness is secured by a Lien on a junior priority basis with the Liens on the Collateral securing the Obligations, on a Pro Forma Basis, the Consolidated Secured Leverage Ratio for the Measurement Period most recently ended prior to the incurrence of such Indebtedness does not exceed [-] to 1.00 and (iii) if such Indebtedness is secured solely by Liens on property or assets not constituting Collateral or if such Indebtedness is unsecured, on a Pro Forma Basis, the Consolidated Leverage Ratio for the Measurement Period most recently ended prior to the incurrence of such Indebtedness does not exceed [-] to 1.00 (it being understood that if pro forma effect is given to the entire committed amount of any such additional amount on the date of initial borrowing of such Indebtedness or entry into the definitive agreement providing for the commitment to fund such Indebtedness, such committed amount may thereafter be borrowed and reborrowed in whole or in part, from time to time, without further compliance with this clause (b)).

“Incremental Term Loan Commitment” means the commitment of any Lender, established pursuant to Section 2.12, to make Incremental Term Loans to the Borrower.

⁵ NTD: Ratios subject to ongoing discussion, including classification language.

“Incremental Term Loans” means Loans made by one or more Lenders to the Borrower pursuant to Section 2.01(b). Incremental Term Loans may be made in the form of additional Term Loans or, to the extent permitted by Section 2.12 and provided for in the relevant Additional Credit Extension Amendment, Other Term Loans.

“Indebtedness” means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

- (a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;
- (b) the maximum amount (after giving effect to any prior drawings or reductions that may have been reimbursed) of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial letters of credit), bankers’ acceptances, bank guaranties, surety bonds and similar instruments;
- (c) net obligations of such Person under Swap Contracts;
- (d) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business which are being disputed in good faith by appropriate proceedings or which are not past due for more than 120 days after the date on which such trade account was created, any bona fide earn-out obligation or purchase price adjustment until such obligation is not paid after becoming due and payable and accounts for payroll and other liabilities in the ordinary course of business);
- (e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;
- (f) all Attributable Indebtedness in respect of Capital Lease Obligations and Synthetic Lease Obligations of such Person and all Synthetic Debt of such Person;
- (g) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interest in such Person or any other Person, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends; and
- (h) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is non-recourse to such Person. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of outstanding Indebtedness as of any date shall be the principal amount or accreted value thereof at such date.

“Indemnified Taxes” means Taxes other than Excluded Taxes imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document.

“Indemnitee” has the meaning specified in Section 11.04(b).

“Independent Financial Advisor” means an accounting, appraisal, investment banking firm or consultant of nationally recognized standing that is, in the good faith judgment of the Borrower, qualified to perform the task for which it has been engaged and that is independent of the Borrower and its Affiliates.

“Information” has the meaning specified in Section 11.07.

“Intellectual Property” means all present and future: trade secrets, know-how and other proprietary information; trademarks, internet domain names, service marks, trade dress, trade names, business names, designs, logos, slogans, indicia of origin, and other source and/or business identifiers, and all registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights and copyright applications; unpatented inventions (whether or not patentable); patents and patent applications; license agreements related to any of the foregoing; all other intellectual property; and all common law and other rights throughout the world in and to all of the foregoing.

“Intercreditor Agreement” means an intercreditor agreement substantially in the form of Exhibit C.

“Interest Period” means, with respect to any Term Benchmark Borrowing, the period commencing on the date of such Borrowing and, except as contemplated by Section 2.01, ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter, as the Borrower may elect; provided, that:

(a) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(b) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period;

(c) no Interest Period longer than one month may be selected prior to the date that is the 30th day following the Closing Date; and

(d) no tenor that has been removed from this definition pursuant to Section 3.03(e) shall be available for specification in such Committed Loan Notice or Conversion/Continuation Notice. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

“Investment” means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or interest in, another Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the assets of another Person or of the assets of another Person that constitute a discrete business unit. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested (measured at the time made), without adjustment for subsequent increases or decreases in the value of such Investment.

“IRS” means the United States Internal Revenue Service.

“ISDA Definitions” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.

“Laws” means, collectively, all international, foreign, Federal, state and local statutes, laws (including common law), treaties, rules, guidelines, regulations, judgments, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“Lease” means any agreement, whether written or oral, no matter how styled or structured, pursuant to which a Loan Party is entitled to the use or occupancy of any space in a structure, land, improvements or premises for any period of time.

“Lender” has the meaning specified in the introductory paragraph hereto and their respective successors and assigns as permitted hereunder, each of which is referred to herein as a “Lender”.

“Lending Office” means, as to any Lender, the office or offices of such Lender described as such in such Lender’s Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent.

“Lien” means any mortgage, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), charge, preference, or priority in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to Real Estate, and any financing lease having substantially the same economic effect as any of the foregoing).

“Liquidation” means the exercise by the Administrative Agent or Collateral Agent of those rights and remedies accorded to such Agents under the Loan Documents and applicable Law as a creditor of the Loan Parties with respect to the realization on the Collateral, including (after the occurrence and continuation of an Event of Default) the conduct by the Loan Parties acting with the consent of the Administrative Agent, of any public, private or going out of business sale or other disposition of the Collateral for the purpose of liquidating the Collateral. Derivations of the word “Liquidation” (such as “Liquidate”) are used with like meaning in this Agreement.

“Liquidity” means, as of any date of determination, the sum of (i) unrestricted cash and Cash Equivalents of the Loan Parties (it being understood that (a) whether cash and Cash Equivalents is restricted or unrestricted shall be determined in accordance with GAAP and (b) cash and Cash Equivalents shall not be deemed restricted solely as a result of being subject to a Lien securing the Obligations and the Obligations under the ABL Facility) plus (ii) an amount equal to ABL Excess Availability less 10% of the Borrowing Base (as defined in the ABL Credit Agreement).

“Loan Documents” means, collectively, (a) this Agreement, (b) the Notes, (c) the Collateral Documents and (d) each Additional Credit Extension Amendment.

“Loan Parties” means, collectively, the Borrower and each Guarantor.

“Loans” means the First-Out Term Loans, Second-Out Term Loans, and Incremental Term Loans.

“Make-Whole Amount” means, as of any date of determination, an amount equal to the present value of (1) all required remaining scheduled interest that would accrue on the Term Loans, subject to the Applicable Premium Event, from the date of determination through the date that is eighteen months after the Closing Date, assuming that the rate of interest will be equal to the rate of interest in effect on the determination date, including default interest, if applicable (which shall not include, for the avoidance of doubt, accrued and unpaid interest through the date on which the Make-Whole Amount shall be paid), plus (2) the Applicable Premium payable as if such Applicable Premium Event occurred on the day immediately following the eighteen-month anniversary of the Closing Date, in each case, computed using a discount rate equal to the Treasury Rate plus 50 basis points per annum.

“Material Adverse Effect” means (a) any change, circumstance, event or effect that would be materially adverse to the assets, liabilities, business, financial condition or results of operations of Holdings and its Subsidiaries taken as a whole; (b) a material impairment of the rights and remedies of the Administrative Agent, the Collateral Agent or any Lender under any Loan Document, or of the ability of any of Holdings, the Borrower or any Subsidiary to perform its obligations under any Loan Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any of Holdings, the Borrower or any Subsidiary of any Loan Document to which it is a party; provided, that, the Chapter 11 Cases, the entry of the Confirmation Order and the facts disclosed publicly in the filings made in connection therewith and the consummation of the Approved Plan of Reorganization in accordance with such Approved Plan of Reorganization shall not constitute a Material Adverse Effect.

“Material Indebtedness” means Indebtedness (other than the Obligations) of any of the Holdings or any of its Subsidiaries in an aggregate principal amount exceeding \$15.0 million for all such Persons. For purposes of determining the amount of Material Indebtedness at any time, the amount of the obligations in respect of any Swap Contract at such time shall be calculated at the Swap Termination Value thereof.

“Material Intellectual Property” means any Intellectual Property that, individually or in the aggregate, is material to the operation of the business of the Borrower and its Subsidiaries, taken as a whole.

“Material Subsidiary” means, at any date of determination, any Subsidiary or group of Subsidiaries (a) whose total assets at the last day of the most recently ended Measurement Period were equal to or greater than 5% of the Consolidated total assets of Holdings and its Consolidated Subsidiaries at such date, or (b) whose gross revenues for such Measurement Period were equal to or greater than 5% of the Consolidated gross revenues of Holdings and its Consolidated Subsidiaries for such period, in each case determined in accordance with GAAP.

“Maturity Date” means (a) with respect to the First-Out Term Loans, April 30, 2029, and (b) with respect to the Second-Out Term Loans, July 30, 2029.

“Maximum Rate” has the meaning specified in Section 11.09.

“Measurement Period” means, at any date of determination, the most recently completed four consecutive Fiscal Quarters of Holdings and its Subsidiaries for which financial statements pursuant to Section 6.01(a) or (b) have been, or were required to have been, delivered for the applicable fiscal period.

“Mortgage” means any deed of trust, trust deed, deed to secure debt, mortgage or other similar instrument, as applicable, creating a real property Lien on and security interest in Real Estate in favor of Collateral Agent on behalf of the Secured Parties, in each case in form and substance reasonably satisfactory to the Administrative Agent and its counsel.

“Mortgage Policy” has the meaning specified in Section 6.12(b).

“Mortgaged Property” means each parcel of Real Estate owned in fee by any Loan Party, if any, which shall be subject to a Mortgage pursuant to Section 6.12.

“Moody’s” means Moody’s Investors Service, Inc. and any successor thereto.

“Multiemployer Plan” means a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA, to which Holdings, the Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions on behalf of participants who are or were employed by any of them.

“Net Cash Proceeds” means:

(a) with respect to any Disposition by Borrower or any of its Subsidiaries, or any Extraordinary Receipt received or paid to the account of Holdings or any of its Subsidiaries, the excess, if any, of (i) the sum of cash and Cash Equivalents received in connection with such transaction (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, including the monetization of any Designated Noncash Consideration, but only as and when so received) over (ii) the sum of (A) the principal amount of any Indebtedness (plus any premium or other required payment on account thereof) that is secured by a Lien having priority over the Lien of the Collateral Agent (if any) on the applicable asset and that is required to be repaid in connection with such transaction (other than Indebtedness under the Loan Documents, but including, the payment of the proceeds from any ABL Priority Collateral in reduction of the Indebtedness under the ABL Facility) plus, in the case of any Disposition by a Foreign Subsidiary or an Extraordinary Receipt received by a Foreign Subsidiary, the principal amount of Indebtedness (if any) of such Foreign Subsidiary or other Foreign Subsidiaries proposed to be repaid with such Net Cash Proceeds and (B) the reasonable out-of-pocket expenses incurred by Borrower or such Subsidiary in connection with such transaction; and

(b) with respect to the incurrence or issuance of any Indebtedness not permitted to be incurred or issued pursuant to Section 7.02 by Borrower or any Subsidiary, the excess, if any, of (i) the sum of the cash and Cash Equivalents received in connection with such incurrence or issuances over (ii) the investment banking fees, underwriting discounts, commissions, costs and other out-of-pocket expenses and other customary expenses, incurred by Borrower or such Subsidiary in connection with such incurrence or issuance.

“Net Working Capital” means, at any date, (a) the Consolidated current assets of Holdings and its Subsidiaries as of such date (excluding cash and current assets in respect of income taxes) minus (b) the Consolidated current liabilities of Holdings and its Subsidiaries as of such date (excluding current liabilities in respect of Indebtedness and deferred income taxes). Net Working Capital at any date may be a positive or negative number. Net Working Capital increases when it becomes more positive or less negative and decreases when it becomes less positive or more negative.

“Note” means a promissory note made by the Borrower in favor of a Lender, evidencing Loans made by such Lender, substantially in the form of Exhibit E.

“NPL” means the National Priorities List under CERCLA.

“NYFRB” means the Federal Reserve Bank of New York.

“NYFRB’s Website” means the website of the NYFRB at <http://www.newyork-fed.org>, or any successor source.

“NYFRB Rate” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received to the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“Obligations” means (a) all debts (including principal, interest, fees, the Applicable Premium, costs, and expenses), liabilities, obligations, covenants, indemnities, and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan (including any Other Term Loan), whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding and (b) any Other Liabilities, excluding, with respect to any Guarantor that is not a Qualified ECP Guarantor, Excluded Swap Obligations of such Guarantor.

“Organization Documents” means (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, limited partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

“Other Liabilities” means amounts due on account of or arising from (a) any Cash Management Services furnished to any of the Loan Parties and (b) any transaction which arises out of any Bank Product entered into with any of the Loan Parties, as each may be amended from time to time.

“Other Taxes” means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies (including any interest, additions to tax or penalties applicable thereto) arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

“Other Term Loans” has the meaning specified in Section 2.12(a).

“Overnight Bank Funding Rate” means, for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in Dollars by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on NYFRB’s Website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

“Participant” has the meaning specified in Section 11.06(d).

“Participant Register” has the meaning specified in Section 11.06(d).

“PBGC” means the Pension Benefit Guaranty Corporation.

“PCAOB” means the Public Company Accounting Oversight Board.

“Pension Plan,” means any “employee pension benefit plan” (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Section 412 of the Code or Title IV of ERISA and is sponsored or maintained by Holdings, the Borrower or any ERISA Affiliate or to which Holdings, the Borrower or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five plan years on behalf of participants who are or were employed by any of them.

“Perfection Certificate” means a certificate in the form of Exhibit H-1 or any other form approved by the Collateral Agent, as the same shall be supplemented from time to time by a Perfection Certificate Supplement or otherwise.

“Perfection Certificate Supplement” means a certificate supplement in the form of Exhibit H-2 or any other form approved by the Collateral Agent.

“Permitted Acquisition” has the meaning assigned to such term in Section 7.03(h).

“Permitted Encumbrances” has the meaning specified in the Mortgages.

“Permitted Holders” means [].

“Permitted Holdco Debt” means Indebtedness of Holdings that (A) is not subject to any Guarantee by the Borrower or any other Subsidiary, (B) will not mature prior to the date that is 180 days after the Maturity Date, (C) has no scheduled amortization or mandatory redemption of principal (excluding customary offers to purchase under certain circumstances, such as a “change in control”) prior to the date that is 180 days after the Maturity Date, (D) does not require or permit payments in cash of interest or other amounts in the nature of interest prior to the date that is 180 days after the Maturity Date, (E) is subordinated to the Obligations on terms reasonably acceptable to the Administrative Agent, (F) is unsecured, (G) is not convertible into or exchangeable for any Indebtedness or Equity Interests other than Equity Interests in Holdings (other than Disqualified Equity Interests) on market terms, (H) has covenants, defaults and remedies provisions customary for senior discount notes of an issuer that is the parent of a borrower under senior credit facilities, and (I) the net proceeds from which are contributed by Holdings to the Borrower or any of the Subsidiaries for its general corporate purposes (including, without limitation, for the payment of the purchase price for acquisitions permitted under Section 7.03(h)).

“Permitted Indebtedness” has the meaning specified in Section 7.02.

“Permitted Lien” has the meaning specified in Section 7.01.

“Permitted Protest” means the protest by the Borrower or any Subsidiary of any Lien (other than any such Lien that secures the Obligations), taxes, or rental payment, provided that (a) a reserve with respect to such obligation is established on the books and records of the applicable Person in such amount (if any) to the extent required under GAAP, (b) any such protest is prosecuted diligently by the Borrower or such Subsidiary, as the case may be, in good faith, by appropriate proceedings, (c) such protest effectively suspends collection of the contested obligation and enforcement of any Lien securing such obligation, and (d) the failure to make payment during the pendency of such protest, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

“Permitted Refinancing Indebtedness” means, with respect to any Person, any modification, refinancing, refunding, renewal or extension of any Indebtedness of such Person (or any successor of such Person) by such Person or its successor; provided that (a) the principal or committed amount (or accreted value, if applicable) thereof does not exceed the sum of (i) the outstanding principal or committed amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed or extended plus (ii) prepayment premiums and other reasonable amounts paid, and fees (including original issue discount and upfront fees) and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal or extension, (b) other than with regard to Permitted Refinancing Indebtedness in respect of Indebtedness permitted pursuant to Section 7.03(f) or Section 7.03(h) such modification, refinancing, refunding, renewal or extension has (i) a final maturity date equal to or later than the final maturity date of the Indebtedness being modified, refinanced, refunded, renewed or extended and (ii) a weighted average life to maturity equal to or greater than the weighted average life to maturity of the Indebtedness being modified, refinanced, refunded, renewed or extended, (c) if the Indebtedness being modified, refinanced, refunded, renewed or extended is Subordinated Indebtedness, such modification, refinancing, refunding, renewal or extension (i) is subordinated in right of payment to the Obligations on terms at least as favorable, taken as a whole, to the Lenders as those contained in the documentation governing the Subordinated Indebtedness being modified, refinanced, refunded, renewed or extended, (ii) does not require payments of cash interest prior to the date that is six months following the maturity date of the Indebtedness being refinanced in amounts greater than was required by the Indebtedness being refinanced, and (iii) contains covenants and events of default that are not more restrictive taken as a whole than the covenants and events of default contained in the documentation governing the Indebtedness being refinanced (as determined in good faith by the Borrower), and (d) no property of any Loan Party or Subsidiary shall constitute collateral security for the Indebtedness so modified, refinanced, refunded, renewed, or extended other than any Permitted Liens.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, limited partnership, Governmental Authority or other entity.

“Petition Date” has the meaning assigned to such term in the preamble hereto.

“Plan” means any “employee benefit plan” (as such term is defined in Section 3(3) of ERISA) established or maintained by Holdings, the Borrower or, with respect to any such Plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate.

“Plan Asset Regulations” means 29 CFR § 2510.3-101 et seq., as modified by Section 3(42) of ERISA, as amended from time to time.

“Plan of Reorganization” means [].

“Platform” has the meaning specified in Section 6.02.

“Pledge Agreement” means the Pledge Agreement dated as of the date hereof, among the Loan Parties and the Collateral Agent, together with each other pledge agreement and pledge agreement supplement delivered pursuant to Section 6.12(a)(iii), as amended.

“Pledged Debt” means any debt instrument constituting Collateral under any of the Collateral Documents.

“Pledged Equity” means any certificated equity security constituting Collateral under any of the Collateral Documents.

“Prime Rate” means the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

“Pro Forma Basis” means, with respect to compliance with any test or covenant or calculation hereunder, the determination or calculation of such test, covenant or ratio (including in connection with Specified Transactions) in accordance with Section 1.08.

“PTE” means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

“Public Lender” has the meaning specified in Section 6.02.

“Public Offering” means a public offering of the Equity Interests of Holdings pursuant to an effective registration statement under the Securities Act.

“QFC” has the meaning assigned to the term “qualified financial contract” in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

“QFC Credit Support” has the meaning assigned to it in Section 11.22.

“Qualified ECP Guarantor” means, in respect of any Swap Obligation, each Loan Party that has total assets exceeding \$10,000,000 at the time the relevant Guarantee or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an “ECP” under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an “ECP” at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

“Qualified Equity Interests” means any Equity Interests that are not Disqualified Equity Interests.

“Qualified Equity Issuance” means any sale or issuance (other than to the Borrower or a Subsidiary) of any Qualified Equity Interests of the Borrower.

“Real Estate” means all Leases and all land, together with the buildings, structures, parking areas, and other improvements thereon, now or hereafter owned by any Loan Party.

“Reference Time” with respect to any setting of the then-current Benchmark means, (a) if such Benchmark is the Term SOFR Rate, 5:00 a.m. (Chicago time) on the day that is two (2) U.S. Government Securities Business Days preceding the date of such setting, (b) [reserved] or (c) if such Benchmark is not the Term SOFR Rate, the time determined by the Administrative Agent in its reasonable discretion.

“Refinanced Loans” has the meaning provided in Section 11.01.

“Register” has the meaning specified in Section 11.06(c).

“Registered Public Accounting Firm” has the meaning specified by the Securities Laws and shall be independent of Holdings and its Subsidiaries as prescribed by the Securities Laws.

“Related Parties” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person’s Affiliates.

“Release” means any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, dispersing, or migrating of any Hazardous Material into or through the environment.

“Relevant Governmental Body” means the Federal Reserve Board and/or the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board and/or the NYFRB, or, in each case, any successor thereto.

“Relevant Rate” means with respect to any Term Benchmark Borrowing, the Term SOFR Rate.

“Reportable Event” means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period has been waived by regulation.

“Required Lenders” means the Lenders holding (x) a majority in the aggregate principal amount of the First-Out Term Loans and (y) a majority in the aggregate principal amount of the First-Out Term Loans and the Second-Out Term Loans, collectively.

“Resolution Authority” means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“Responsible Officer” means the chief executive officer, president, chief financial officer, chief administrative officer, any executive or senior vice president, vice president of finance and treasury, treasurer, assistant treasurer or controller of a Loan Party or any of the other officers designated in writing to the Administrative Agent by an existing Responsible Officer of a Loan Party as an authorized signatory of any certificate or other document to be delivered hereunder. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

“Restricted Payment” means any dividend or other distribution (whether in cash, securities or other property) by Borrower or any of its Subsidiaries with respect to any Equity Interest of Holdings or any of its Subsidiaries, or any payment by Borrower or any of its Subsidiaries (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase,

redemption, retirement, defeasance, acquisition, cancellation or termination of any such Equity Interest, or on account of any return of capital to Borrower's or any of its Subsidiaries' direct or indirect stockholders, partners or members (or the equivalent of any thereof).

“Restriction” has the meaning specified in Section 2.03(c).

“S&P” means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, and any successor thereto.

“SEC” means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

“Second-Out DIP Term Loans” has the meaning set forth in the preamble.

“Second-Out PIK Election” has the meaning set forth in Section 2.06(c).

“Second-Out Term Loan Commitments” means, with respect to each Lender, the commitment to make Second-Out Term Loans hereunder in accordance with Section 2.01(b), expressed as an amount representing the maximum principal amount of the Second-Out Term Loans to be made by such Lender hereunder, as such commitment may be reduced from time to time (a) pursuant to assignments by or to such Lender pursuant to an Assignment and Assumption or (b) upon the incurrence of such Second-Out Term Loans pursuant to Section 2.01(b). The initial amount of each Lender's Second-Out Term Loan Commitment is set forth on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Second-Out Term Loan Commitment.

“Second-Out Term Loan Interest Payment Date” means (i) the last Business Day of the sixth full Fiscal Month following the Closing Date and each six-month period thereafter, (ii) upon any prepayment due to acceleration or any other prepayment or repayment, and (iii) the Maturity Date.

“Second-Out Term Loan PIK Margin” means 4.0% per annum.

“Second-Out Term Loans” has the meaning set forth in the preamble.

“Second Priority Lien” means any Lien purported to be created in any Collateral pursuant to any Collateral Document, that such Lien is second in priority only to the Liens created under the ABL Loan Documents (subject to (i) in the case of Mortgages, Permitted Encumbrances) and (ii) otherwise, Permitted Liens).

“Secured Party” means (a) each Lender, (b) the Administrative Agent, (c) the Collateral Agent, (d) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document, and (e) the permitted successors and assigns of each of the foregoing.

“Secured Party Expenses” means, without limitation, (a) all reasonable and documented in reasonable detail out-of-pocket expenses incurred by the Agents, and their respective Affiliates, in connection with this Agreement and the other Loan Documents, including without limitation (i) the reasonable and documented in reasonable detail fees, charges and disbursements of (A) counsel for the Agents, provided that the Agents shall be entitled to be reimbursed for no more than one counsel and, if reasonably necessary, for one local counsel in each relevant jurisdiction material to the interest of the Lenders, in each case, selected by the Agent, absent a conflict of interest between any of such Persons where the affected Persons inform the Borrower of such conflict, in which case the affected Persons may engage and be reimbursed for one additional counsel, (B) outside consultants for the Agents, (C) appraisers, and

(D) all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Obligations and (ii) in connection with (A) the syndication of the credit facilities provided for herein, (B) the preparation, negotiation, administration, management, execution and delivery of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (C) the enforcement or protection of their rights in connection with this Agreement or the Loan Documents or efforts to preserve, protect, collect, or enforce the Collateral, or (D) any workout, restructuring or negotiations in respect of any Obligations and (b) all reasonable and documented in reasonable detail out-of-pocket expenses incurred by the Secured Parties who are not the Agents, or any Affiliate of any of them, after the occurrence and during the continuance of an Event of Default, provided that such Secured Parties shall be entitled to reimbursement for no more than one counsel representing all such Secured Parties (absent a conflict of interest between the Secured Parties, where the affected Secured Parties inform the Borrower of such conflict, in which case the Secured Parties may engage and be reimbursed for one additional counsel).

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Securities Laws” means the Securities Act, the Securities Exchange Act of 1934, the Sarbanes-Oxley Act of 2002 (in each case, as amended), and the applicable accounting and auditing principles, rules, standards and practices promulgated, approved or incorporated by the SEC or the PCAOB.

“Security Agreement” means the Security Agreement dated as of the date hereof, among the Loan Parties and the Collateral Agent, together with each other security agreement and security agreement supplement delivered pursuant to Section 6.12(a)(iii), as amended.

“Senior Liens” has the meaning set forth in Section 11.01(h).

“series” means, with respect to any Incremental Term Loans, all such Loans that have the same maturity date, amortization and interest rate provision and that are designated as part of such “series” pursuant to the applicable Additional Credit Extension Amendment.

“SOFR” means a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator.

“SOFR Administrator” means the NYFRB (or a successor administrator of the secured overnight financing rate).

“SOFR Administrator’s Website” means the NYFRB’s Website for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“Solvent” and “Solvency” mean, with respect to any Person on any date of determination, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person’s ability to pay such debts and liabilities as they mature, (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person’s property would constitute an unreasonably small capital, and (e) such Person is able to pay its debts and liabilities, contingent obligations and other commitments as they

mature in the ordinary course of business. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

“Specified Transaction” means any Investment that results in a Person becoming a Subsidiary, any Investment constituting an acquisition of assets constituting a business unit, line of business or division of another Person or a Store or any Disposition of a business unit, line of business or division of the Borrower or a Subsidiary, in each case whether by merger, consolidation, amalgamation or otherwise, any incurrence or repayment of Indebtedness (other than Indebtedness incurred or repaid under any revolving credit facility in the ordinary course of business for working capital purposes), any Restricted Payment or Incremental Term Loan and any other transaction that by the terms of this Agreement requires such test to be calculated on a “Pro Forma Basis.”

“Store” means any retail store (which includes any real property, fixtures, equipment, inventory and other property related thereto) operated, or to be operated, by the Borrower or any Subsidiary.

“Subordinated Indebtedness” means all Indebtedness of a Loan Party that is subordinate in right of payment to any or all of the Obligations pursuant to subordination provisions reasonably acceptable to the Administrative Agent and which provide, without limitation, (a) for a maturity after the Maturity Date, (b) that such Indebtedness is unsecured, (c) that no principal payments shall be required to be made until after the Maturity Date, and (d) that interest shall accrue and be payable in cash at a market rate of interest, subject to the right of the Administrative Agent to impose a payment blockage period upon the occurrence and during the continuance of any Event of Default. In no event shall Disqualified Equity Interests be deemed Subordinated Indebtedness.

“Subsidiary” of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of Holdings.

“Subsidiary Guarantors” means collectively, all Subsidiaries of the Borrower other than (i) any CFC, (ii) any Subsidiary owned directly or indirectly by a CFC or (iii) any Domestic Subsidiary if substantially all of the assets of such Domestic Subsidiary consist of Equity Interests in one or more Foreign Subsidiaries that are CFCs.

“Supported QFC” has the meaning assigned to it in Section 11.22.

“Survey” means a survey of any Mortgaged Property (and all improvements thereon) which is (a) (i) prepared by a surveyor or engineer licensed to perform surveys in the jurisdiction where such Mortgaged Property is located, (ii) dated (or redated) not earlier than six months prior to the date of delivery thereof unless there shall have occurred within six months prior to such date of delivery any exterior construction on the site of such Mortgaged Property or any easement, right of way or other interest in the Mortgaged Property has been granted or become effective through operation of law or otherwise with respect to such Mortgaged Property which, in either case, can be depicted on a survey, in which events, as applicable, such survey shall be dated (or redated) after the completion of such construction or if such construction shall not have been completed as of such date of delivery, not earlier than 20 days prior to such date of delivery, or after the grant or effectiveness of any such easement, right of way or

other interest in the Mortgaged Property, provided that with respect to any of the Mortgaged Properties described on Schedule 5.07(c) where no new construction has occurred since the most recent survey and no new encumbrances have been created since the date of such survey, a survey affidavit of no change shall satisfy the provisions of this clause (ii), (iii) certified by the surveyor (in a manner reasonably acceptable to the Administrative Agent) to the Administrative Agent, the Collateral Agent and the Title Company, (iv) complying in all respects with the minimum detail requirements of the American Land Title Association as such requirements are in effect on the date of preparation of such survey, and (v) sufficient for the Title Company to remove all standard survey exceptions from the title insurance policy (or commitment) relating to such Mortgaged Property and issue the endorsements of the type required by Section 6.12, or (b) otherwise acceptable to the Collateral Agent.

“Swap Contract” means any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement.

“Swap Obligation” means, with respect to any Loan Party, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act.

“Swap Termination Value” means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

“Swedish Credit Facility” means the Master Credit Agreement, dated March 18, 2019, between Elfa International AB and Nordea Bank Abp, filial i Sverige, including any related notes, guarantees and collateral documents executed in connection therewith, and in each case as amended, restated, modified, refinanced, renewed, refunded, restructured or replaced in any manner.

“Swedish Pledge Agreement” means the Share Pledge Agreement, dated as of the date hereof, between the Borrower as pledgor and the Collateral Agent.

“Synthetic Debt” means, with respect to any Person as of any date of determination thereof, all obligations of such Person in respect of transactions entered into by such Person that are intended to function primarily as a borrowing of funds (including any minority interest transactions that function primarily as a borrowing) but are not otherwise included in the definition of “Indebtedness” or as a liability on the Consolidated balance sheet of such Person and the Subsidiaries in accordance with GAAP.

“Synthetic Lease Obligation” means the monetary obligation of a Person under an agreement for the use or possession of property (including sale and leaseback transactions), in each case, creating obligations that do not appear on the balance sheet of such Person but which, upon the application of

any Debtor Relief Laws to such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

“Taxes” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Term Benchmark” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Term SOFR Rate.

“Term Benchmark Loans” means a Loan that bears interest based on the Term SOFR Rate.

“Term Loans” means, individually or collectively as the context may require, First-Out Term Loans, Second-Out Term Loans, and Incremental Term Loans.

“Term Priority Collateral” has the meaning specified in the Intercreditor Agreement.

“Term SOFR Determination Day” has the meaning assigned to it under the definition of Term SOFR Reference Rate.

“Term SOFR Rate” means, with respect to any Term Benchmark Borrowing and for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 5:00 a.m., New York time, two (2) U.S. Government Securities Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the CME Term SOFR Administrator.

“Term SOFR Reference Rate” means, for any day and time (such day, the “Term SOFR Determination Day”), and for any tenor comparable to the applicable Interest Period, the rate per annum published by the CME Term SOFR Administrator and identified by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the “Term SOFR Reference Rate” for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then, so long as such day is otherwise a U.S. Government Securities Business Day, the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding U.S. Government Securities Business Day is not more than five (5) U.S. Government Securities Business Days prior to such Term SOFR Determination Day.

“Title Company” means any title insurance company as shall be retained by the Borrower and reasonably acceptable to the Collateral Agent.

“Total Debt” means, at any date of determination (i) the aggregate principal amount of Indebtedness (other than contingent Indebtedness of the type described in clause (b) of the definition of “Indebtedness” and obligations under Swap Contracts permitted by Section 7.02(a)(except to the extent any such Swap Contract has terminated)) of Holdings and its Subsidiaries outstanding as of such date, in the amount that would be reflected on a balance sheet prepared as of such date on a Consolidated basis in accordance with GAAP less (ii) the aggregate amount of unrestricted cash and Cash Equivalents of Holdings and its Subsidiaries on such date.

“Total Outstandings” means, on any date, the aggregate outstanding amount of all Loans, after giving effect to any borrowings or repayments of Loans occurring on such date.

“Transaction” means, collectively, (a) the execution of the ABL Facility and the lending of Loans thereunder, (b) the entering into the Loan Documents by the Loan Parties and their applicable Subsidiaries, (c) the termination and repayment of all Indebtedness under the Borrower’s ABL DIP Facility, (d) refinance all Indebtedness under the Borrower’s Existing DIP Facility, (e) the consummation of any other transactions in connection with the foregoing, including, without limitation, the consummation of the Approved Plan of Reorganization and (f) the payment of the fees and Transaction Expenses.

“Transaction Expenses” means fees and expenses incurred in connection with the closing of this Agreement, the ABL Facility and the use of proceeds thereof.

“Transaction Support Agreement” means that certain Transaction Support Agreement (including all exhibits, schedules and attachments thereto), dated as of December 21, 2024 (as may be amended, supplemented, amended and restated or otherwise modified from time to time in accordance with the terms thereof), by and among the Chapter 11 Debtors and the Consenting Stakeholders (as defined therein).

“Treasury Rate” means with respect to any date of prepayment, the rate per annum equal to the yield to maturity at the time of computation of the United States Treasury securities with a constant maturity as compiled and published in the most recent Federal Reserve Statistical Release H 15 (519) (or is obtainable from the Federal Reserve System’s Data Download Program as of the date of such H.15) that has become publicly available at least two Business Days prior to the date of delivery of the prepayment notice with respect to such date of prepayment (or, if such Statistical Release is no longer published, any publicly available source that is typically relied upon by similar market participants of similar market data selected by the Borrower in good faith) most nearly equal to the period from such date of prepayment to the five year anniversary of the Closing Date; provided, that, if the period from the date of prepayment to the five year anniversary of the Closing Date is not nearly equal to the constant maturity of a United States Treasury security for which a weekly average yield is given, the Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the period from the date of prepayment to the five year anniversary of the Closing Date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

“Type” means, with respect to a Loan, its character as a Base Rate Loan or a Term Benchmark Loan.

“UCC” means the Uniform Commercial Code as in effect in the State of New York; provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral or the availability of any remedy under the Loan Documents is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, “UCC” means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection, priority or availability of such remedy.

“UK Financial Institution” means any BRRD Undertaking (as such term is defined in the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling with IFPRU 11.6 of the FCA Handbook (as amended from time to

time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“UK Resolution Authority” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“Unadjusted Benchmark Replacement” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“Unfunded Pension Liability” means the excess of a Pension Plan’s benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Pension Plan’s assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to Section 412 of the Code for the applicable plan year.

“United States” and “U.S.” mean the United States of America.

“USA PATRIOT Act” means The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Public Law No. 107-56 (signed into law October 26, 2001)), as amended or modified from time to time.

“U.S. Government Securities Business Day” means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“U.S. Special Resolution Regimes” has the meaning assigned to it in Section 11.22.

“U.S. Tax Compliance Certificate” has the meaning specified in Section 3.01(e)(iii).

“Write-Down and Conversion Powers” means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right has been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary of those powers.

“Yield” for any Indebtedness on any date of determination will be the internal rate of return on any Loan determined by the Administrative Agent utilizing (a) the greater of (i) if applicable, any Floor applicable to such Loan on such date and (ii) the forward Term SOFR Rate curve (calculated on a quarterly basis) as calculated by the Administrative Agent in accordance with its customary practice during the period from such date to the final maturity date of such Indebtedness; (b) the Applicable Margin for such Loan on such date; and (c) the issue price of such Loan (after giving effect to any original issue discount or upfront fees paid to the market in respect of such Indebtedness (converted to interest margin based on an assumed four year weighted average life) but excluding customary arranger, underwriting, structuring, syndication or other fees not paid to the lenders providing such Indebtedness generally).

1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise, (i) any definition of or reference to any Law, agreement, instrument or other document (including any Organization Document) shall be construed as referring to such Law, agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (iii) the words “herein,” “hereof” and “hereunder,” and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Preliminary Statements, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Preliminary Statements, Exhibits and Schedules to the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. “Knowledge” shall mean the actual knowledge of a Responsible Officer of the Borrower after reasonable investigation.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding”; and the word “through” means “to and including.”

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

1.03 Accounting Terms. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements, except as otherwise specifically prescribed herein.

1.04 Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.05 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to New York City time (daylight or standard, as applicable).

1.06 Senior Debt. The Loans and other Obligations are hereby designated as “Senior Debt” and “Designated Senior Debt” (or other similar terms) for all purposes of any Subordinated Indebtedness.

1.07 Available Amount Transactions. If more than one action occurs on any given date the permissibility of the taking of which is determined hereunder by reference to the amount of the Available Amount immediately prior to the taking of such action, the permissibility of the taking of each such action shall be determined independently and in no event may any two or more such actions be treated as occurring simultaneously, *i.e.*, each transaction must be permitted under the Available Amount as so calculated.

1.08 Pro Forma Calculations.

(a) Notwithstanding anything to the contrary herein, the Consolidated Leverage Ratio shall be calculated in the manner prescribed by this Section 1.08; provided that, notwithstanding anything to the contrary in clauses (b), (c) or (d) of this Section 1.08, when calculating the Consolidated Leverage Ratio for purposes of Section 2.03(b)(i), the events described in this Section 1.08 that occurred subsequent to the end of the applicable Measurement Period shall not be given pro forma effect.

(b) For purposes of calculating the Consolidated Leverage Ratio, Specified Transactions (and the incurrence or repayment of any Indebtedness in connection therewith) that have been made (i) during the applicable Measurement Period or (ii) subsequent to such Measurement Period and prior to or simultaneously with the event for which the calculation of any such ratio is made shall be calculated on a pro forma basis assuming that all such Specified Transactions (and any increase or decrease in Consolidated EBITDA and the component financial definitions used therein attributable to any Specified Transaction) had occurred on the first day of the applicable Measurement Period. If since the beginning of any applicable Measurement Period any Person that subsequently became a Subsidiary or was merged, amalgamated or consolidated with or into the Borrower or any of its Subsidiaries since the beginning of such Measurement Period shall have made any Specified Transaction that would have required adjustment pursuant to this Section 1.08, then the Consolidated Leverage Ratio shall be calculated to give pro forma effect thereto in accordance with this Section 1.08.

(c) Whenever pro forma effect is to be given to a Specified Transaction, the pro forma calculations shall be made in good faith by a responsible financial or accounting officer of the Borrower and may include, for the avoidance of doubt, the amount of cost savings and synergies projected by the Borrower in good faith to be realized as a result of specified actions taken, committed to be taken or expected to be taken (calculated on a pro forma basis as though such cost savings and synergies had been realized on the first day of such period and as if such cost savings and synergies were realized during the entirety of such period) relating to such Specified Transaction, net of the amount of actual benefits theretofore realized during such period from such actions; provided that (A) such amounts are reasonably identifiable, quantifiable and supportable in the good faith judgment of the Borrower, (B) such actions are taken, committed to be taken or expected to be taken no later than twelve (12) months after the date of such Specified Transaction, (C) no amounts shall be added pursuant to this clause (c) to the extent duplicative of any amounts that are otherwise added back in computing Consolidated EBITDA, whether through a pro forma adjustment or otherwise, with respect to such period and (D) the aggregate amount of cost savings and synergies added pursuant to this clause (c) for any such period after the Closing Date shall not exceed 10% of Consolidated EBITDA for such Measurement Period (giving pro forma effect to the relevant Specified Transaction (but not to any cost savings or synergies)).

(d) In the event that the Borrower or any Subsidiary incurs (including by assumption or guarantees) or repays (including by redemption, repayment, retirement or extinguishment) any Indebtedness included in the calculations of the Consolidated Leverage Ratio, as the case may be (in each case, other than Indebtedness incurred or repaid under any revolving credit facility in the ordinary course of business for working capital purposes), (i) during the applicable Measurement Period or (ii) subsequent to the end of the applicable Measurement Period and prior to or simultaneously with the event for which the calculation of any such ratio is made, then the Consolidated Leverage Ratio shall be calculated giving pro forma effect to such incurrence or repayment of Indebtedness, to the extent required, as if the same had occurred on the last day of the applicable Measurement Period.

1.09 Interest Rates; Benchmark Notification. The interest rate on a Loan denominated in dollars may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 3.03(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or replacement rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE II THE COMMITMENTS AND BORROWINGS

2.01 The Loans.

(a) First-Out Term Loans. Subject to the terms and conditions hereof, on the Closing Date, each Lender with a First-Out Term Loan Commitment severally and not jointly agrees to make a First-Out Term Loan denominated in Dollars to the Borrower in the aggregate principal amount equal to the amount of such Lender's First-Out Term Loan Commitment by an exchange of its First-Out DIP Term Loans [and accrued and unpaid interest in respect thereof], in accordance with Section 2.01(c) below. Upon such exchange, the First-Out Term Loan Commitment of such Lender shall terminate.

(b) Second-Out Term Loans. Subject to the terms and conditions hereof, on the Closing Date, each Lender with a Second-Out Term Loan Commitment severally and not jointly agrees to make a Second-Out Term Loan denominated in Dollars to the Borrower in the aggregate principal amount equal to the amount of such Lender's Second-Out Term Loan Commitment by an exchange of its Second-Out DIP Term Loans [and accrued and unpaid interest in respect thereof], in accordance with Section 2.01(c) below. Upon such exchange, the Second-Out Term Loan Commitment of such Lender shall terminate.

(c) [On the Closing Date and subject to the satisfaction of the conditions precedent set forth in Section 4.01 hereof, pursuant to the terms of the Plan of Reorganization and Confirmation Order, each Lender shall be deemed to have exchanged on a dollar-for-dollar basis, pro rata among all applicable Lenders in accordance with their First-Out DIP Term Loans and Second-Out DIP Term Loans, First-Out DIP Term Loans and Second-Out DIP Term Loans into the First-Out Term Loans and Second-Out Term Loans, respectively, to be made by such Lender hereunder. The Borrower may not reborrow any portion of the Term Loans once repaid or prepaid.]

(d) Each Lender having an Incremental Term Loan Commitment severally agrees, subject to the terms and conditions and relying upon the representations and warranties set forth herein and in the applicable Additional Credit Extension Amendment, to make Incremental Term Loans to the Borrower, in an aggregate principal amount not to exceed its Incremental Term Loan Commitment. Each Incremental Term Borrowing shall consist of Incremental Term Loans made simultaneously by the applicable Incremental Term Lenders in accordance with their respective Incremental Term Loan Commitments.

(e) Amounts borrowed under this Section 2.01 and repaid or prepaid may not be reborrowed. Loans may be Base Rate Loans or Term Benchmark Loans as further provided herein. The failure of any Lender to make any Loan shall neither relieve any other Lender of its obligation to fund its Loan in accordance with the provisions of this Agreement nor increase the obligation of any such other Lender.

2.02 Borrowings, Conversions and Continuations of Loans.

(a) Each Borrowing, each conversion of Loans from one Type to the other, and each continuation of Term Benchmark Loans shall be made upon the Borrower's irrevocable delivery to the Administrative Agent of a Committed Loan Notice, appropriately completed and signed by a Responsible Officer of the Borrower. Each such notice must be received by the Administrative Agent not later than 1:00 p.m. (i) in the case of a Term Benchmark Borrowing, three U.S. Government Securities Business Days prior to the requested date of any Borrowing of, conversion to or continuation of Term Benchmark Loans or of any conversion of Term Benchmark Loans to Base Rate Loans, and (ii) one Business Day prior to the requested date of the Borrowing of Base Rate Loans (except that the notice of the Borrowing of Loans on the Closing Date may be provided one Business Day prior to the Closing Date). The Borrowing of, conversion to or continuation of Term Benchmark Loans shall be in a principal amount of \$2.0 million or a whole multiple of \$1.0 million in excess thereof (or such amount as is the remainder of the applicable Loan). The Borrowing of or conversion to Base Rate Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof (or such amount as is the remainder of the applicable Loan). Each Committed Loan Notice shall specify (i) the requested date of the Borrowing (which shall be a Business Day), (ii) the principal amount of Loans to be borrowed, (iii) the Class of Loans to which such notice relates, (iv) the Type of Loans to be borrowed, and (v) if applicable, the duration of the Interest Period with respect thereto. Each Conversion/Continuation Notice shall specify the Class of Loans to which such notice relates and (i) whether the Borrower is requesting a conversion of Loans from one Type to the other, or a continuation of Term Benchmark Loans, (ii) the requested date of the conversion or continuation (which shall be a Business Day), (iii) the principal amount of Loans to be converted or continued, (iv) if applicable, the Type of Loans to which existing Loans are to be converted, and (v) if applicable, the duration of the Interest Period with respect thereto. If the Borrower fails to specify a Type of Loan in a Committed Loan Notice or if the Borrower fails to give a timely notice of a conversion or continuation in a Conversion/Continuation Notice, then the Loans shall be made as, or converted to, Base Rate Loans. Any such automatic conversion to Base Rate Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Term Benchmark Loans. If the Borrower requests a Borrowing of Term Benchmark Loans in any such Committed Loan Notice or a conversion to or continuation of Term Benchmark Loans in a Conversion/Continuation Notice, but fails

to specify an Interest Period, the Borrower will be deemed to have specified an Interest Period of one month.

(b) Following receipt of a Committed Loan Notice by the Administrative Agent, the Administrative Agent shall promptly notify each applicable Lender of the amount of its share of such Loan (based on the respective Commitments of the Lenders of the applicable Class) with respect to the Loans referred to in such Committed Loan Notice, and if no timely notice of a conversion or continuation in a Conversion/Continuation Notice is provided by the Borrower, the Administrative Agent shall notify each such Lender of the details of any automatic conversion to Base Rate Loans described in Section 2.02(a). Each applicable Lender shall make the amount of its Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 1:00 p.m. on the Business Day specified in the applicable Committed Loan Notice. Upon satisfaction of the conditions set forth in Section 4.01 (or, if such Borrowing is an Incremental Term Borrowing, the conditions set forth in the applicable Additional Credit Extension Amendment and Section 2.12), the Administrative Agent shall use reasonable efforts to make all funds so received available to the Borrower in like funds on the day of receipt by the Administrative Agent either by wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower.

(c) Except as otherwise provided herein, a Term Benchmark Loan may be continued or converted only on the last day of an Interest Period for such Term Benchmark Loan. During the existence of an Event of Default, no Loans may be requested as, converted to or continued as Term Benchmark Loans without the consent of the Required Lenders.

(d) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any Interest Period for Term Benchmark Loans upon determination of such interest rate. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Borrower and the Lenders of any change in the calculation of the Prime Rate used in determining the Base Rate promptly following the public announcement of such change.

(e) After giving effect to all Borrowings, all conversions of Loans from one Type to the other, and all continuations of Loans as the same Type, there shall not be more than ten (10) Interest Periods in effect with respect to all Loans.

2.03 Prepayment.

(a) Optional. The Borrower may, upon notice to the Administrative Agent, at any time or from time to time voluntarily prepay any Borrowing. All voluntary prepayments shall be applied first towards repayment of any outstanding First-Out Term Loans and then, following payment in full of the First-Out Term Loans, to the repayment of the Second-Out Term Loans, in each case on a *pro rata* basis; provided, however, that (i) such notice must be received by the Administrative Agent not later than 1:00 p.m. (A) three Business Days prior to any date of prepayment of Term Benchmark Loans and (B) one Business Day prior to any date of prepayment of Base Rate Loans, (ii) any prepayment of Term Benchmark Loans shall be in a principal amount of \$2.0 million or a whole multiple of \$1.0 million in excess thereof, or in each case, if less, the entire principal amount thereof then outstanding and (iii) any prepayment of Base Rate Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess, or in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment, the Type(s) of Loans to be prepaid and, if Term Benchmark Loans are to be prepaid, the Interest Period(s) of such Loans. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's share of such prepayment (which shall be based on the respective principal amounts of Loans of the applicable Class held by each Lender). If such notice is given by the Borrower, the Borrower shall

make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein except that, subject to Section 3.05, any such notice in connection with a refinancing of all Loans may be conditioned upon obtaining the proceeds of a new financing. Any prepayment of a Term Benchmark Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 3.05. Optional prepayments of the Loans of any Class shall be applied against the remaining scheduled installments of principal due in respect of the Loans of such Class as directed by the Borrower (or, if the Borrower shall fail to provide such direction, in direct order of maturity against the remaining scheduled installments due in respect of the Loans and Other Term Loans under Section 2.05).

(b) Mandatory.

(i) Within five Business Days after financial statements have been (or were required to have been) delivered pursuant to Section 6.01(a) and the related Compliance Certificate has been (or is required to have been) delivered pursuant to Section 6.02(a), the Borrower shall prepay an aggregate principal amount of Loans equal to the excess (if any) of (A) 50% of Excess Cash Flow for the Fiscal Year of Holdings (commencing with the first full Fiscal Year ending after the occurrence of the Cash Pay Trigger) covered by (or which would have been covered by) such financial statements over (B) the aggregate principal amount of Loans prepaid or repaid pursuant to Section 2.03(a) or Section 2.05 during the Fiscal Year of Holdings covered by (or which would have been covered by) such financial statements or in the subsequent Fiscal Year prior to the date of any required payment pursuant to this Section 2.03(b)(i), except (x) with respect to any prepayments or repayments pursuant to Section 2.03(a), to the extent such prepayments or repayments occurred in connection with a refinancing of such Loans with other Indebtedness (such prepayments to be applied as set forth in clause (b)(v) below), (y) with respect to any prepayments or repayments pursuant to Section 2.05 that were made with the proceeds of loans under the ABL Facility (the “ABL Proceeds Loans”), to the extent such ABL Proceeds Loans have not been repaid (or been repaid with a refinancing of such Loans with other Indebtedness) on or prior to the last day of Holdings’ Fiscal Year ending [March 28, 2026] or (z) if an amount is deducted pursuant to a payment made in a subsequent Fiscal Year, the same amount may not be deducted in the calculation of Excess Cash Flow in the subsequent Fiscal Year.

(ii) Commencing with the first full Fiscal Year ending after the occurrence of the Cash Pay Trigger, if the Borrower or any of its Subsidiaries Disposes of any property (other than (i) with respect only to the ABL Priority Collateral, such portion of the Net Cash Proceeds that are then required to be paid to the lenders under the ABL Facility and (ii) any Disposition of any property permitted by Section 7.05(a), (b), (c), (d), (e), (g), (i) or (j)) which results in the realization by such Person of Net Cash Proceeds, the Borrower shall prepay an aggregate principal amount of Loans equal to 100% of such Net Cash Proceeds promptly (and in any event within ten Business Days) following receipt thereof by such Person (such prepayments to be applied as set forth in clause (iv) below); provided, however, that so long as no Event of Default shall have occurred and be continuing, the Borrower or any other Subsidiary may reinvest all or any portion of such Net Cash Proceeds in the business of the Borrower or the Subsidiaries (including acquisitions and other Investments permitted under Section 7.03 and inventory) so long as (A) within ten Business Days of receiving such Net Cash Proceeds the Borrower shall have delivered a certificate to the Administrative Agent stating that such Person intends to reinvest all or any portion of such Net Cash Proceeds in such assets, (B) within 365 days after the receipt of such Net Cash Proceeds, the Borrower shall have entered into a binding commitment to reinvest such proceeds as provided above, and (C) such Net Cash Proceeds are reinvested within 180 days of the date such commitment is entered into (as certified by the Borrower in writing to the Administrative Agent); provided, further, however, that (A) if the property subject to such Disposition constituted Collateral under the Collateral Documents, then all property purchased with the Net Cash Proceeds thereof pursuant to this subsection shall be made subject to the Lien of the applicable Collateral Documents in favor of the Collateral Agent, for its benefit and for

the benefit of the other Secured Parties in accordance with Section 6.12, and (B) pending reinvestment, any Net Cash Proceeds in respect of Term Priority Collateral in excess of \$5.0 million shall be segregated from other funds of the Borrower and its Subsidiaries in a deposit account subject to a control agreement in favor of the Collateral Agent; and provided, further, however, that any Net Cash Proceeds not so reinvested within the time periods specified above shall be immediately applied to the prepayment of the Loans as set forth in this Section 2.03(b)(ii).

(iii) Upon the incurrence or issuance by Borrower or any of its Subsidiaries of any Indebtedness not permitted to be incurred or issued pursuant to Section 7.02, the Borrower shall prepay an aggregate principal amount of Loans equal to 100% of all Net Cash Proceeds received therefrom promptly (and in any event within one week) following receipt thereof by such Person (such prepayments to be applied as set forth in clause (v) below).

(iv) [Commencing with the first full Fiscal Year ending after the occurrence of the Cash Pay Trigger, Upon any Extraordinary Receipt being received by or paid to or for the account of Borrower or any of its Subsidiaries, and not otherwise included in clause (ii) of this Section 2.03(b), the Borrower shall prepay an aggregate principal amount of Loans equal to 100% of all Net Cash Proceeds received therefrom promptly (and in any event within ten Business Days) following receipt thereof by such Person (such prepayments to be applied as set forth in clause (v) below); provided, however, that with respect to any proceeds of insurance and condemnation awards (or payments in lieu thereof), and so long as no Event of Default shall have occurred and be continuing, such Person may apply such Net Cash Proceeds to replace or repair the equipment, fixed assets or real property in respect of which such Net Cash Proceeds were received or to invest in assets that the Borrower determines in good faith are used or useful in the business of the Borrower or the Subsidiaries (including acquisitions permitted under Section 7.03(h) and inventory) so long as (A) within ten Business Days of receiving such Net Cash Proceeds the Borrower shall have delivered a certificate to the Administrative Agent stating that such Person intends to reinvest all or such portion of such Net Cash Proceeds to replace or repair the equipment, fixed assets or real property in respect of which such cash proceeds were received or to invest in such assets, (B) within 365 days after the receipt of such Net Cash Proceeds, the Borrower shall have entered into a binding commitment to reinvest such proceeds to replace or repair equipment, fixed assets or real property or to invest in such assets, and (C) such Net Cash Proceeds are so used within 180 days of the date such commitment is entered into (as certified by the Borrower in writing to the Administrative Agent); provided, further, however, that (A) if the property subject to such Extraordinary Receipt constituted Collateral under the Collateral Documents, then all property purchased with the Net Cash Proceeds thereof pursuant to this subsection shall be made subject to the Lien of the applicable Collateral Documents in favor of the Collateral Agent, for its benefit and for the benefit of the other Secured Parties in accordance with Section 6.12 and (B) pending reinvestment, any Net Cash Proceeds in respect of Term Priority Collateral in excess of \$5.0 million shall be segregated from the other funds of Holdings and its Subsidiaries in a deposit account subject to a control agreement in favor of the Collateral Agent; provided, further, however, that any cash proceeds not so applied shall be immediately applied to the prepayment of the Loans as set forth in this Section 2.03(b)(iv).]⁶

(v) Each prepayment of Loans pursuant to the foregoing provisions of this Section 2.03(b) shall be applied (x) first, to the First-Out Term Loans (including the principal and interest owed thereon), until repaid in full and (y) then, to the Second-Out Term Loans, until repaid in full, in each case, on a *pro rata* basis.

⁶ NTD: Subject to continued review.

Notwithstanding any of the other provisions of clauses (i), (ii), or (iv) of this Section 2.03(b), so long as no Default under Section 8.01(a) or Section 8.01(f) or Event of Default shall have occurred and be continuing, if, on any date on which a prepayment would otherwise be required to be made pursuant to clauses (i), (ii), or (iv) of this Section 2.03(b), the aggregate amount of Net Cash Proceeds required by such clause to be applied to prepay Loans on such date is less than or equal to \$5.0 million, the Borrower may defer such prepayment until the first date on which the aggregate amount of Net Cash Proceeds or other amounts otherwise required under clause (i), (ii), or (iv) of this Section 2.03(b) to be applied to prepay Loans exceeds \$5.0 million. Upon the occurrence of a Default under Section 8.01(a) or Section 8.01(f) or an Event of Default during any such deferral period, the Borrower shall immediately prepay the Loans in the amount of all Net Cash Proceeds received by the Borrower and other amounts, as applicable, that are required to be applied to prepay Loans under this Section 2.03(b) (without giving effect to the first sentence of this clause (v)) but which have not previously been so applied. Any prepayment of a Term Benchmark Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amount required pursuant to Section 3.05.

(vi) The Borrower shall deliver to the Required Lenders, (x) at the time of each prepayment required under this Section 2.03(b), a certificate signed by a Responsible Officer of the Borrower setting forth in reasonable detail the calculation of the amount of such prepayment and (y) to the extent practicable, at least three days' prior written notice of such prepayment. Each notice of prepayment shall specify the prepayment date, the Type of each Loan being prepaid and the principal amount of each Loan (or portion thereof) to be prepaid.

(c) The prepayments of the Loans pursuant to Section 2.03(b)(i), (ii) or (iv), to the extent the Net Cash Proceeds giving rise to the requirement to make a prepayment pursuant to one of such clauses are generated by a Foreign Subsidiary, shall be subject to (x) permissibility under local law relating to financial assistance, corporate benefit, restrictions on upstreaming of cash intra-group and the fiduciary and statutory duties of the directors of such Foreign Subsidiary and (y) restrictions in its material organizational documents and in agreements governing Indebtedness of such Foreign Subsidiary (including as a result of minority ownership) (each restriction referred to in clauses (i) and (ii), a "Restriction"). Further, there will be no requirement to make any such prepayment where a Responsible Officer of the Borrower delivers a certificate to the Administrative Agent stating that it would incur a material tax liability by doing so, including a material deemed dividend pursuant to Section 956 of the Internal Revenue Code. The non-application and nonpayment of any prepayment amounts pursuant to Sections 2.03(b)(i), (ii) or (iv) as a consequence of this Section 2.03(c) will not, for the avoidance of doubt, constitute a Default or an Event of Default, and such prepayment amounts shall be available for working capital purposes of Borrower and its Subsidiaries as long as not required to be prepaid in accordance with the following provisions. Borrower and its Subsidiaries will use and shall procure that any of their Subsidiaries will use commercially reasonable efforts to overcome or eliminate any Restrictions and/or minimize any such costs of prepayment and/or use the other cash resources of Borrower and its Subsidiaries (subject to the considerations above) to make the relevant prepayment. If at any time within one year of a prepayment being forgiven due to a Restriction, such Restriction is removed, any relevant proceeds will at the end of the then current Interest Period (or, if Base Rate Loans are then outstanding, immediately) be applied in accordance with the applicable prepayment provision above (net of any reasonable costs, expenses or taxes incurred by Borrower and its Subsidiaries and arising exclusively as a result of compliance with the preceding sentence).

(d) In the event that an Applicable Premium Event occurs, the Borrowers shall pay the Applicable Premium in respect of Term Loans subject to such Applicable Premium Event to the Administrative Agent, for the ratable account of each of the Lenders.

Notwithstanding anything to the contrary in this Agreement or any other Loan Document, it is understood and agreed that if an Applicable Premium Event occurs, the Applicable Premium, if any, determined as of the date of such acceleration will also be due and payable and will be treated and deemed as though the Loans were prepaid as of such date and shall constitute part of the Obligations for all purposes herein. Any Applicable Premium payable in accordance with this Section 2.03(d) shall be presumed to be equal to the liquidated damages sustained by the Lenders as the result of the occurrence of the prepayment date, and the Borrowers and Guarantors agree that it is reasonable under the circumstances currently existing. The Applicable Premium shall also be payable in the event the Obligations (and/or this Agreement) are satisfied or released by foreclosure (whether by power of judicial proceeding, deed in lieu of foreclosure or by any other means). THE BORROWERS AND GUARANTORS EXPRESSLY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE FOREGOING APPLICABLE PREMIUM IN CONNECTION WITH ANY SUCH ACCELERATION. The Borrowers and Guarantors expressly agree that (i) the Applicable Premium is reasonable and the product of an arm's length transaction between sophisticated business people, ably represented by counsel, (ii) the Applicable Premium shall be payable notwithstanding the then prevailing market rates at the time payment is made, (iii) there has been a course of conduct between Lenders and the Loan Parties giving specific consideration in this transaction for such agreement to pay the Applicable Premium, (iv) the Loan Parties shall be estopped hereafter from claiming differently than as agreed to in this Section 2.03(d), (v) their agreement to pay the Applicable Premium is a material inducement to the Lenders to provide the Commitments and make the Loans, and (vi) the Applicable Premium represents a good faith, reasonable estimate and calculation of the lost profits or damages of the Lenders and that it would be impractical and extremely difficult to ascertain the actual amount of damages to the Lenders or profits lost by the Lenders as a result of such prepayment date.

2.04 Termination or Reduction of Commitments.

(a) Each Lender's First-Out Term Loan Commitments shall be permanently reduced on a dollar-for-dollar basis by the aggregate principal amount of any First-Out Term Loans made by such Lender in accordance with Section 2.01(a) in respect of such applicable First-Out Term Loan Commitments.

(b) Each Lender's Second-Out Term Loan Commitments shall be permanently reduced on a dollar-for-dollar basis by the aggregate principal amount of any Second-Out Term Loans made by such Lender in accordance with Section 2.01(b) in respect of such applicable Second-Out Term Loan Commitments.

2.05 Repayment of Loans.

The Borrower shall repay to the Administrative Agent for the ratable account of each Lender on the Maturity Date, the entire outstanding principal amount of, and all accrued but unpaid interest on, the Loan and all other Obligations then due and payable (of any).

2.06 Interest.

(a) Subject to the provisions of Section 2.06(d), (i) each Loan which is a Term Benchmark Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the Term SOFR Rate for such Interest Period plus the Applicable Margin and (ii) each

Loan which is a Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Margin.

(b) With respect to the First-Out Term Loans, prior to the occurrence of the Cash Pay Trigger, interest accrued on the First-Out Term Loans at the First-Out Term Loan PIK Margin shall be paid “in kind” on each First-Out Term Loan Interest Payment Date (other than the Maturity Date or any prepayment thereof) applicable thereto by capitalizing and adding such amount to (and thereby increasing) the principal amount of the First-Out Term Loans outstanding on such First-Out Term Loan Interest Payment Date (it being understood that such interest paid “in kind” shall be capitalized on such First-Out Term Loan Interest Payment Date and when so capitalized shall constitute principal of the First-Out Term Loans for all purposes hereunder, including accruing interest and other payments on First-Out Term Loans) and the remaining interest payable on such First-Out Term Loans Interest Payment Date shall be paid in cash. Notwithstanding the foregoing, the Borrower may elect to pay all or a portion of interest accrued on the First-Out Term Loans at the First-Out Term Loan PIK Margin in cash (and not “in kind”) on any First-Out Term Loan Interest Payment Date by delivering a written notice to the Administrative Agent in substantially the form of Exhibit K hereto (a “Cash Pay Notice”), no later than five (5) Business Days prior to such First-Out Term Loan Interest Payment Date. Each Cash Pay Notice shall specify the amount of the interest accrued on the applicable First-Out Term Loan Interest Payment Date which was to be paid “in kind” that the Borrower is electing to pay in cash. Any Cash Pay Notice provided to the Administrative Agent shall apply only to the First-Out Term Loan Interest Payment Date specified therein, and not to any subsequent First-Out Term Loan Interest Payment Date, unless a Cash Pay Notice is delivered in accordance herewith for such subsequent First-Out Term Loan Interest Payment Date. Notwithstanding the foregoing, upon satisfaction of the Cash Pay Trigger all accrued and unpaid interest with respect to the First-Out Term Loans (including if accrued prior to the occurrence of the Cash Pay Trigger) shall be paid in cash.

(c) With respect to the Second-Out Term Loans, interest accrued on the Second-Out Term Loans at the Second-Out Term Loan PIK Margin shall be paid “in kind” on each Second-Out Term Loan Interest Payment Date (other than the Maturity Date or any prepayment thereof) applicable thereto by capitalizing and adding such amount to (and thereby increasing) the principal amount of the Second-Out Term Loans outstanding on such Second-Out Term Loan Interest Payment Date (it being understood that such interest paid “in kind” shall be capitalized on such Second-Out Term Loan Interest Payment Date and when so capitalized shall constitute principal of the Second-Out Term Loans for all purposes hereunder, including accruing interest and other payments on Second-Out Term Loans) and the remaining interest payable on such Second-Out Term Loans Interest Payment Date shall be paid in cash; provided, that, with the prior written consent of the Required Lenders, all accrued interest with respect to the Second-Out Term Loans may be paid “in kind” (“Second-Out PIK Election”). Notwithstanding the foregoing, the Borrower may elect to pay all or a portion of the accrued on the Second-Out Term Loans at the Second-Out Term Loan PIK Margin in cash (and not “in kind”) on any Second-Out Term Loan Interest Payment Date by delivering a Cash Pay Notice to the Administrative Agent in substantially the form of Exhibit K hereto, no later than five (5) Business Days prior to such Second-Out Term Loan Interest Payment Date. Each Cash Pay Notice shall specify the amount of the interest accrued on the applicable Second-Out Term Loan Interest Payment Date which was to be paid “in kind” that the Borrower is electing to pay in cash. Any Cash Pay Notice provided to the Administrative Agent shall apply only to the Second-Out Term Loan Interest Payment Date specified therein, and not to any subsequent Second-Out Term Loan Interest Payment Date, unless a Cash Pay Notice is delivered in accordance herewith for such subsequent Second-Out Term Loan Interest Payment Date.

(d) If any amount owed under this Agreement is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate

to the fullest extent permitted by applicable Laws. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(e) Interest on each Loan shall be due and payable in arrears on each First-Out Term Loan or Second-Out Term Loan Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

2.07 Fees. The Borrower shall pay to the Administrative Agent for their own respective account fees in the amounts and at the times specified in the Administrative Agent Fee Letter. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

2.08 Computation of Interest and Fees. All computations of interest for Base Rate Loans when the Base Rate is determined by the Administrative Agent's "prime rate" shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.10(a), bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

2.09 Evidence of Debt. The Loans made by each Lender shall be evidenced by one or more accounts or records maintained by the Administrative Agent in the ordinary course of business. In addition, each Lender may record in such Lender's internal records an appropriate notation evidencing the date and amount of each Loan from such Lender, each payment and prepayment of principal of any such Loan, and each payment of interest, fees and other amounts due in connection with the Obligations due to such Lender. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive, absent manifest error, of the amount of the Loans made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender's Loans (in addition to such Lender's accounts or records). Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto. Upon receipt of an affidavit of a Lender as to the loss, theft, destruction or mutilation of such Lender's Note and upon cancellation of such Note, the Borrower will issue, in lieu thereof, a replacement Note in favor of such Lender, in the same principal amount thereof and otherwise of like tenor.

2.10 Payments Generally; Administrative Agent's Clawback.

(a) General. All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in

Dollars and in immediately available funds not later than 1:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its share of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 1:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of Loans that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or in the case of a Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation plus any administrative processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Loans. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the time at which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the NYFRB Rate.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the Borrowing set forth in Article IV are not satisfied or waived in accordance with the terms hereof or thereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Loans and to make payments pursuant to Section 11.04(c) are several and not joint. The failure of any Lender to make any Loan or to make any payment under Section 11.04(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan or to make its payment under Section 11.04(c).

(e) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

(f) Insufficient Funds. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) first, toward payment of interest and fees in respect of the First-Out Term Loan then due hereunder, ratably among the parties entitled, third (ii) second, toward payment of principal in respect of the First-Out Term Loans then due hereunder, ratably among the parties entitled thereto, (iii) third, towards payment of interest and fees in respect of the Second-Out Term Loan then due hereunder, ratably among the parties entitled and (iv) fourth, toward payment of principal in respect of the Second-Out Term Loans then due hereunder, ratably among the parties entitled thereto.

2.11 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of (a) Obligations due and payable to such Lender hereunder and under the other Loan Documents at such time in excess of its ratable share (according to the proportion of (i) the amount of such Obligations due and payable to such Lender at such time to (ii) the aggregate amount of the Obligations due and payable to all Lenders hereunder and under the other Loan Documents at such time) of payments on account of the Obligations due and payable to all Lenders hereunder and under the other Loan Documents at such time obtained by all the Lenders at such time or (b) Obligations owing (but not due and payable) to such Lender hereunder and under the other Loan Documents at such time in excess of its ratable share (according to the proportion of (i) the amount of such Obligations owing (but not due and payable) to such Lender at such time to (ii) the aggregate amount of the Obligations owing (but not due and payable) to all Lenders hereunder and under the other Loan Documents at such time) of payment on account of the Obligations owing (but not due and payable) to all Lenders hereunder and under the other Loan Documents at such time obtained by all of the Lenders at such time, then the Lender receiving such greater proportion shall (x) notify the Administrative Agent of such fact, and (y) purchase (for cash at face value) participations in the Loans of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of Obligations then due and payable to the Lenders or owing (but not due and payable) to the Lenders, as the case may be, provided that:

(i) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this Section 2.11 shall not be construed to apply to (x) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant in accordance with this Agreement.

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable Law, that any Lender acquiring a participation pursuant to the foregoing arrange-

ments may exercise against such Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation.

2.12 Incremental Term Loan Commitments.

(a) The Borrower may, by written notice to the Administrative Agent from time to time, request Incremental Term Loan Commitments in an amount not to exceed the Incremental Term Loan Amount from one or more Incremental Term Lenders, which may include any existing Lender; provided that each Incremental Term Lender, if not already a Lender hereunder, shall be subject to the approval of the Administrative Agent to the extent such consent would be required for an assignment to such Lender pursuant to Section 11.06(b). Such notice shall set forth (i) the amount of the Incremental Term Loan Commitments being requested (which shall be in minimum increments of \$1.0 million and a minimum amount of \$5.0 million or such lesser amount equal to the remaining Incremental Term Loan Amount), (ii) the date on which such Incremental Term Loan Commitments are requested to become effective, and (iii) whether such Incremental Term Loan Commitments are commitments to make additional Term Loans or commitments to make term loans with terms different from the Loans (“Other Term Loans”).

(b) The Borrower and each Incremental Term Lender shall execute and deliver to the Administrative Agent an Additional Credit Extension Amendment and such other documentation as the Administrative Agent shall reasonably specify to evidence the Incremental Term Loan Commitment of each Incremental Term Lender. Each Additional Credit Extension Amendment pursuant to this Section 2.12 shall specify the terms of the Incremental Term Loans to be made thereunder; provided that, without the prior written consent of the Required Lenders, (i) the final maturity date of any Other Term Loans, other than Other Term Loans in an aggregate principal amount outstanding not to exceed the Early Maturity Basket, shall be no earlier than the Maturity Date of the Term Loans, (ii) the weighted average life to maturity of the Other Term Loans, other than Other Term Loans in an aggregate principal amount outstanding not to exceed the Early Maturity Basket, shall be no shorter than the weighted average life to maturity of the then already outstanding Term Loans, (iii) any Incremental Term Loans shall rank (A) *pari passu* in right of payment to the First-Out Term Loans or the Second-Out Term Loans at the election of the Borrower and (B) with respect to secured by the Collateral on a *pari passu* with the First-Out Term Loans or the Second-Out Term Loans at the election of the Borrower and (iv) the provisions with respect to payment of interest, original issue discount and upfront fees shall be as set forth in the applicable Additional Credit Extension Amendment; provided that if the Yield of any Incremental Term Loans exceeds the Yield of the Term Loans with respect to which such Incremental Term Loans have an equal payment priority with respect to by more than 50 basis points, then the Applicable Margin for such Term Loans having such equivalent payment priority shall be increased to the extent required so that the Yield of such Term Loans is equal to the Yield of such Incremental Term Loans minus 50 basis points and (v) all other terms (other than the amortization schedule, which, subject to clauses (i) and (ii) above, shall be determined by Borrower and the Lenders thereunder) applicable to any Incremental Term Loans shall either (i) be not materially more favorable (taken as a whole) to the Incremental Term Lenders to the terms applicable to the Term Loans or (ii) reflect market terms at the time of incurrence as reasonably determined by the Borrower. For the avoidance of doubt, no Lender shall have any obligation to provide any Incremental Term Loan. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Additional Credit Extension Amendment. Each of the parties hereto hereby agrees that, upon the effectiveness of any Additional Credit Extension Amendment pursuant to this Section 2.12, this Agreement and the other Loan Documents shall be deemed amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Incremental Term Loan Commitment and the Incremental Term Loans evidenced thereby.

(c) Notwithstanding the foregoing, no Incremental Term Loan Commitment shall become effective under this Section 2.12 unless (i) on the date of such effectiveness, the representations and warranties of the Borrower and each other Loan Party contained in this Agreement and the other Loan Documents shall be true in all material respects on such date except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, (ii) no Default or Event of Default shall have occurred or be continuing or would result therefrom, (iii) the Administrative Agent shall have received (with sufficient copies for each of the Incremental Term Lenders) an officer's certificate executed by a Responsible Officer of the Borrower certifying as to compliance with preceding clauses (i) and (ii), together with (unless otherwise specified in the applicable Additional Credit Extension Amendment) legal opinions, board resolutions and other closing certificates reasonably requested by the Administrative Agent and consistent with those delivered on the Closing Date under Section 4.01, (iv) all fees and expenses owing to the Administrative Agent or the Incremental Term Lenders in connection with such Incremental Term Loan Commitment shall have been paid, and (v) the Additional Credit Extension Amendment and any other documents entered into in connection therewith shall be reasonably satisfactory to the Administrative Agent.

(d) Each of the parties hereto hereby agrees that the Administrative Agent may, in consultation with the Borrower, take any and all action as may be reasonably necessary to ensure that all Incremental Term Loans (other than Other Term Loans), when originally made, are included in each Borrowing of outstanding Loans on a pro rata basis. This may be accomplished by requiring each outstanding Term Benchmark Borrowing to be converted into a Borrowing of Base Rate Loans on the date of each Incremental Term Loan, or by allocating a portion of each Incremental Term Loan to each outstanding Term Benchmark Loan on a pro rata basis. Any conversion of Term Benchmark Loans to Base Rate Loans required by the preceding sentence shall be subject to Section 3.05. If any Incremental Term Loan is to be allocated to an existing Interest Period for a Term Benchmark Borrowing, then the interest rate thereon for such Interest Period and the other economic consequences thereof shall be as set forth in the applicable Additional Credit Extension Amendment. In addition, to the extent any Incremental Term Loans are not Other Term Loans, the scheduled amortization payments under Section 2.05 required to be made after the making of such Incremental Term Loans shall be ratably increased by the aggregate principal amount of such Incremental Term Loans.

2.13 [Reserved].

2.14 [Reserved].

ARTICLE III TAXES, YIELD PROTECTION AND ILLEGALITY

3.01 Taxes⁷.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without reduction or withholding for any Tax unless required by applicable Law, provided that if any Loan Party or any other withholding agent shall be required by applicable Law to deduct any Indemnified Taxes (including any Other Taxes) from such payments, then (i) the sum payable by the Loan Party shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 3.01) the Administrative Agent or any Lender, as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii)

⁷ PH NTD: To be reviewed by Tax team.

the applicable withholding agent shall make such deductions and (iii) the applicable withholding agent shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Law. For purposes of this Section 3.01, any payments by the Administrative Agent to a Lender of any amounts received by the Administrative Agent from any Loan Party on behalf of such Lender shall be treated as a payment from the Loan Party to such Lender.

(b) Payment of Other Taxes by the Loan Parties. Without limiting the provisions of subsection (a) above, the Loan Parties shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Law.

(c) Indemnification by the Loan Parties. The Loan Parties shall, jointly and severally, indemnify the Administrative Agent and each Lender, within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 3.01) paid by the Administrative Agent or such Lender, as the case may be, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the applicable Loan Party to a Governmental Authority, the applicable Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Status of Foreign Lenders. To the extent it is legally entitled to do so, any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the applicable Loan Party is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Loan Document shall deliver to the Loan Parties (with a copy to the Administrative Agent), at the time or times prescribed by applicable Law or reasonably requested by the Loan Parties or the Administrative Agent, such properly completed and executed documentation prescribed by applicable Law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if requested by the Loan Parties or the Administrative Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Loan Parties or the Administrative Agent as will enable the Loan Parties or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Each Lender shall, whenever a lapse in time or change in circumstances renders such documentation (including any specific documentation required below in this Section 3.01(e) or Section 3.01(f)) obsolete, expired or inaccurate in any material respect, deliver promptly to the Borrower and the Administrative Agent updated or other appropriate documentation (including any new documentation reasonably requested by the Borrower or the Administrative Agent) or promptly notify the Borrower and the Administrative Agent that it is legally unable to do so.

Without limiting the generality of the foregoing, any Foreign Lender, to the extent it is legally entitled to do so, shall deliver to the Loan Parties and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Loan Parties or the Administrative Agent, but only if such Foreign Lender is legally entitled to do so), whichever of the following is applicable:

(i) duly completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E, as applicable, claiming eligibility for benefits of an income tax treaty to which the United States is a party,

(ii) duly completed copies of Internal Revenue Service Form W-8ECI,

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under section 881(c) of the Code, (A) a certificate substantially in the form of Exhibit J-1, Exhibit J-2, Exhibit J-3 and Exhibit J-4 (each such certificate, a “U.S. Tax Certificate”) and (B) duly completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E, as applicable,

(iv) to the extent a Foreign Lender is not the beneficial owner of any obligations of the Loan Parties hereunder (for example, where the Foreign Lender is a partnership or participating Lender granting a typical participation), duly completed copies of Internal Revenue Service Form W-8IMY, accompanied by a Form W-8ECI, W-8BEN, W-8BEN-E, U.S. Tax Compliance Certificate, Form W-9 or Form W-8IMY from each beneficial owner, as applicable, or

(v) two properly completed and duly signed original copies of any other form prescribed by applicable U.S. federal income tax laws (including the Treasury Regulations) as a basis for claiming a complete exemption from, or a reduction in, U.S. federal withholding tax on any payments to such Lender under the Loan Documents.

(f) Status of Non-Foreign Lenders. Any Lender that is not a Foreign Lender shall deliver to the Loan Parties and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Loan Parties or the Administrative Agent), executed originals of Internal Revenue Service Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax.

(g) FATCA. If a payment made to a Lender under any Loan Document would be subject to Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Loan Parties and the Administrative Agent at the time or times prescribed by Law and at such time or times reasonably requested by the Loan Parties or the Administrative Agent such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Loan Parties or the Administrative Agent as may be necessary for the Loan Parties and the Administrative Agent to comply with their obligations under FATCA and to determine whether such Lender has complied with such Lender’s obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (g), “FATCA” shall include any amendments made to FATCA after the date of this Agreement.

(h) Treatment of Certain Refunds. If the Administrative Agent or any Lender determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by the applicable Loan Party or with respect to which the applicable Loan Party has paid additional amounts pursuant to this Section 3.01, it shall pay to the Loan Parties an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Loan Parties under this Section 3.01 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses (including any Taxes) of the Administrative Agent or such Lender, as the case may be, and without interest (other than any interest

paid by the relevant Governmental Authority with respect to such refund), provided that the applicable Loan Party, upon the request of the Administrative Agent or such Lender, agree to repay the amount paid over to such Loan Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender if the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. This subsection shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Loan Parties or any other Person.

3.02 Illegality. If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund Term Benchmark Loans, or to determine or charge interest rates based upon the Term Benchmark, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, Dollars in the applicable offshore inter-bank market, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, any obligation of such Lender to make or continue Term Benchmark Loans or to convert Base Rate Loans to Term Benchmark Loans shall be suspended until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all Term Benchmark Loans of such Lender to Base Rate Loans, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Term Benchmark Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Term Benchmark Loans. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted.

3.03 Inability to Determine Rates.

(a) Subject to clauses (b), (c), (d), (e) and (f) of this Section 3.03, if:

(i) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) prior to the commencement of any Interest Period for a Term Benchmark Borrowing, that adequate and reasonable means do not exist for ascertaining the Term SOFR Rate (including because the Term SOFR Reference Rate is not available or published on a current basis), for such Interest Period; or

(ii) the Administrative Agent is advised by the Required Lenders that prior to the commencement of any Interest Period for a Term Benchmark Borrowing, the A Term SOFR Rate for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders as provided in Section Error! Reference source not found, as promptly as practicable thereafter and, until (x) the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrower delivers a new Conversion/Continuation Notice in accordance with the terms of Section Error! Reference source not found, or a new Committed Loan Notice in accordance with the terms of Section Error! Reference source not found, any Conversion/Continuation Notice that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Term Benchmark Borrowing and any Committed Loan Notice that requests a Term Benchmark Borrowing shall instead be deemed to be a Conversion/Continuation Notice or a Committed Loan Notice, as applicable, for a Borrowing of Base Rate Loans; provided that if the circumstances giving rise to such notice affect only one Type of Borrowings, then all other Types of Borrowings

shall be permitted. Furthermore, if any Term Benchmark Loan is outstanding on the date of the Borrower's receipt of the notice from the Administrative Agent referred to in this Section Error! Reference source not found. with respect to a Relevant Rate applicable to such Term Benchmark Loan, then until (x) the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrower delivers a new Conversion/Continuation Notice in accordance with the terms of Section Error! Reference source not found. or a new Committed Loan Notice in accordance with the terms of Section Error! Reference source not found., any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan be converted by the Administrative Agent to, and shall constitute a Base Rate Loan on such day.

(b) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(c) Notwithstanding anything to the contrary herein or in any other Loan Document, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(d) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (e) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 3.03, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 3.03.

(e) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information

announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of “Interest Period” for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) Upon the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Term Benchmark Borrowing of, conversion to or continuation of Term Benchmark Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request for a Term Benchmark Borrowing into a request for a Borrowing of or conversion to a Borrowing of Base Rate. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate. Furthermore, if any Term Benchmark Loan is outstanding on the date of the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such Term Benchmark Loan, then until such time as a Benchmark Replacement is implemented pursuant to this Section 3.03, any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan be converted by the Administrative Agent to, and shall constitute a Base Rate Loan on such day.

3.04 Increased Costs.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;

(ii) subject any Lender to any Taxes (other than (A) Indemnified Taxes covered in Section 3.01, or (B) Excluded Taxes) with respect to this Agreement or any Loan made by it; or

(iii) impose on any Lender or the applicable offshore interbank market any other condition, cost or expense affecting this Agreement or Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Term Benchmark Loan (or of maintaining its obligation to make any such Loan), or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any Lending Office of such Lender or such Lender’s holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender’s capital or on the capital of such Lender’s holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by such Lender, to a level below that which such Lender

or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in subsection (a) or (b) of this Section 3.04, in reasonable detail sufficient to allow the Borrower to verify such calculation, and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this Section 3.04 shall not constitute a waiver of such Lender's right to demand such compensation, provided that the Borrower shall not be required to compensate a Lender pursuant to the foregoing provisions of this Section 3.04 for any increased costs incurred or reductions suffered more than six months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the six-month period referred to above shall be extended to include the period of retroactive effect thereof).

3.05 Compensation for Losses. Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense actually incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) any failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a Base Rate Loan on the date or in the amount notified by the Borrower; or

(c) any assignment of a Term Benchmark Loan on a day other than the last day of the Interest Period therefor as a result of a request by the Borrower pursuant to Section 11.13;

including any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained, but excluding loss of anticipated profits. The Borrower shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

For purposes of calculating amounts payable by the Borrower to the Lenders under this Section 3.05, each Lender shall be deemed to have funded each Term Benchmark Loan made by it at the Term SOFR Rate for such Loan by a matching deposit or other borrowing in the applicable offshore interbank market for a comparable amount and for a comparable period, whether or not such Term Benchmark Loan was in fact so funded.

3.06 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.04, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then such Lender shall use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.04, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender is a Defaulting Lender, the Borrower may replace such Lender in accordance with Section 11.13.

3.07 Survival. All of the Borrower's obligations under this Article III shall survive termination of the Aggregate Commitments and repayment of all other Obligations hereunder.

**ARTICLE IV
CONDITIONS PRECEDENT TO BORROWINGS**

4.01 Conditions of Initial Borrowing. The effectiveness of this Agreement and the obligation of each Lender to make its Term Loan hereunder on the Closing Date is subject to the prior or substantially concurrent satisfaction or waiver pursuant to Section 11.01 of the following conditions:

(a) The Administrative Agent's receipt of the following, each in form and substance reasonably satisfactory to the Administrative Agent:

(i) executed counterparts of this Agreement, the Perfection Certificate, and the Administrative Agent Fee Letter by each of the parties thereto;

(ii) the Security Agreement and the Pledge Agreement, the Swedish Pledge Agreement, each duly executed by each Loan Party party thereto, together with:

(A) the certificate representing the Pledged Equity referred to in the Swedish Pledge Agreement accompanied by an undated stock power executed in blank or endorsement (to the extent not previously delivered to the Administrative Agent),

(B) UCC financing statements in form satisfactory to the Administrative Agent for filing under the Uniform Commercial Code of all jurisdictions in which any Loan Party is organized, and

(C) evidence that all other action that the Administrative Agent may deem necessary or desirable in order to perfect the Liens created under the Collateral Documents has been taken (including receipt of duly executed payoff letters and UCC-3 termination statements);

(iii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party;

(iv) good standing or active status certificates, as applicable, of each Loan Party in its jurisdiction of organization and, to the extent reasonably requested by the Administrative Agent, bring-down good standing or active status certificates, as applicable;

(v) an opinion (A) of Latham & Watkins LLP, counsel to the Loan Parties and (B) Swedish counsel to the Loan Parties, each in form and substance reasonably satisfactory to the Administrative Agent;

(vi) a certificate signed by a Responsible Officer of the Borrower certifying that the conditions specified in Sections 4.01(c) and (d) have been satisfied;

(vii) a certificate signed by a Responsible Officer of the Borrower certifying that, after giving effect to the Transaction, the Loan Parties on a Consolidated basis are Solvent;

(viii) certificates of insurance naming the Collateral Agent, on behalf of the Lenders, as an additional insured or loss payee, as the case may be, under all insurance policies maintained with respect to the assets and properties of the Loan Parties that constitute Collateral as may be requested by the Administrative Agent;

(ix) a copy of the ABL Credit Agreement executed by the parties thereto;

(x) executed counterparts of the Intercreditor Agreement from each of the parties thereto;

(xi) results of searches or other evidence reasonably satisfactory to the Collateral Agent (in each case dated as of a date reasonably satisfactory to the Collateral Agent) indicating the absence of Liens on the assets of the Loan Parties, except for Permitted Liens and Liens for which termination statements and releases or subordination agreements are being tendered on the Closing Date; and

(xii) duly executed payoff letters, in form and substance reasonably satisfactory to it, confirming that the (i) Existing DIP Facility, (ii) ABL DIP Facility, and (iii) Existing Term Loan Facility have been, or concurrently with the Closing Date is being, terminated and all Liens securing obligations thereunder have been, or concurrently with the Closing Date are being released; and

(xiii) such other certificates, documents, consents or opinion as the Administrative Agent may reasonably require.

(b) Evidence satisfactory to the Administrative Agent that the ABL DIP Facility, Existing DIP Facility, and Existing Term Loan Facility have been, or concurrently with the Closing Date is being, terminated and all Liens securing obligations thereunder have been, or concurrently with the Closing Date are being, released.

(c) The representations and warranties of the Borrower and each other Loan Party shall be true and correct on and as of the Closing Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date.

(d) No Default shall exist or would result from such proposed Term Loan or from the application of the proceeds thereof.

(e) The Administrative Agent shall have received a Committed Loan Notice in accordance with the requirements hereof.

(f) The Lenders shall have received, to the extent requested, all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act.

(g) (i) The Plan of Reorganization shall have been confirmed by the Bankruptcy Court pursuant to the Confirmation Order; and (ii) all conditions precedent to the effectiveness of the Plan of Reorganization shall have been satisfied (or waived in accordance with the terms of the Plan of Reorganization).

Without limiting the generality of the provisions of Section 9.07, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

4.02 Conditions of All Borrowings. The obligations of the Lenders to make any Loans after the Closing Date are subject to the prior or substantially concurrent satisfaction or waiver pursuant to Section 11.01 of the following conditions:

(a) The Administrative Agent’s receipt of the following, each in form and substance reasonably satisfactory to the Administrative Agent a certificate signed by a Responsible Officer of the Borrower certifying that the conditions specified in Sections 4.02(b) and (c) have been satisfied;

(b) The representations and warranties of the Borrower and each other Loan Party shall be true and correct on and as of the date of Borrowing, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date.

(c) No Default shall exist or would result from such proposed Term Loan or from the application of the proceeds thereof.

(d) The Administrative Agent shall have received a Committed Loan Notice in accordance with the requirements hereof.

Without limiting the generality of the provisions of Section 9.07, for purposes of determining compliance with the conditions specified in this Section 4.02, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

ARTICLE V REPRESENTATIONS AND WARRANTIES

Each of the Loan Parties represents and warrants to the Administrative Agent and the Lenders on the Closing Date that:

5.01 Existence, Qualification and Power. Each Loan Party and each of its Subsidiaries (a) is duly organized or formed, validly existing and, as applicable, in good standing or of active status under the Laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority and all requisite governmental licenses, permits, authorizations, consents and approvals to (i) own or lease its assets and carry on its business as currently conducted or proposed to be conducted, and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party, and (c) is duly qualified and is licensed and, as applicable, in good standing or of active status under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clause (b)(i) or (c), to the extent that failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Schedule 5.01 annexed hereto sets forth, as of the Closing Date, each Loan Party's name as it appears in official filings in its state of incorporation or organization, its state of incorporation or organization, organization type, organization number, if any, issued by its state of incorporation or organization and its Federal employer identification number.

5.02 Authorization; No Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is or is to be a party have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of any of such Person's Organization Documents; (b) conflict with or result in any breach or contravention of, or the creation of (or the requirement to create) any Lien under, or require any payment to be made under (i) any Contractual Obligation or Material Indebtedness to which such Person is a party or affecting such Person or the properties of such Person or any of the Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (c) violate any applicable Law, except in the case of clause (b) or (c), to the extent that such conflict, breach, contravention or violation could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.03 Governmental Authorization; Other Consents. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document or the ABL Loan Documents, except for (a) filings necessary to perfect the Liens on the Collateral granted by the Loan Parties pursuant to the Collateral Documents, (b) the approvals, consents, exemptions, authorizations, actions, notices and filings that have been duly obtained, taken, given or made and are in full force and effect and (c) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make would not reasonable be expected to have, individually or in the aggregate, a Material Adverse Effect.

5.04 Binding Effect. This Agreement and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by each Loan Party that is party thereto. This Agreement and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

5.05 Financial Statements; No Material Adverse Effect; No Internal Control Event.

(a) The Audited Financial Statements (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and (ii) fairly present in all material respects the financial condition of the Borrower and the Subsidiaries as of the date thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein.

(b) Since [December 24, 2024], there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

(c) The Consolidated forecasted balance sheet, statements of income and cash flows of Holdings and its Subsidiaries delivered pursuant to Section 4.01 or Section 6.01, when taken as a whole, were prepared in good faith on the basis of the assumptions stated therein, which assumptions were reasonable in light of the conditions existing at the time of delivery of such forecasts, and represented, at the time of delivery, a reasonable estimate of the Borrower's and its Subsidiaries future financial condition and performance (it being understood that (i) no forecasts are to be viewed as facts, (ii) any forecasts are subject to significant uncertainties and contingencies, (iii) no assurance can be given that any particular forecasts will be realized and (iv) actual results may differ and such differences may be material).

5.06 Litigation. There are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Loan Parties threatened at law, in equity, in arbitration or before any Governmental Authority, by or against Holdings or any of its Subsidiaries or against any of their properties or revenues that (a) purport to affect or pertain to this Agreement or any other Loan Document, or (b) would reasonably be expected to have a Material Adverse Effect.

5.07 Ownership of Property; Liens; Investments.

(a) Each Loan Party and each of the Subsidiaries has good record, marketable and insurable title in fee simple to all owned Real Estate necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each Loan Party and each of the Subsidiaries has good record and marketable title to, or valid leasehold interests in, all personal property necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No Mortgage encumbers improved owned Real Estate that is located in an area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards within the meaning of the National Flood Insurance Act of 1968 unless flood insurance has been obtained in accordance with Section 6.07(b).

(b) The properties and assets of each Loan Party and each of the Subsidiaries are subject to no Liens, other than (i) with respect to Mortgaged Property, Permitted Encumbrances and (ii) with respect to all other properties and assets, Permitted Liens.

(c) Schedule 5.07(c) sets forth a complete and accurate list as of the Closing Date of all Real Estate owned by each Loan Party and each of the Subsidiaries showing the street address, county or other relevant jurisdiction, state, record owner and book and estimated fair value thereof.

(d) (i) Schedule 5.07(d)(i) sets forth a complete and accurate list of all Leases under which any Loan Party is the lessee, as of the Closing Date showing the street address, county or other relevant jurisdiction, state, lessor, lessee and expiration date.

(ii) Schedule 5.07(d)(ii) sets forth a complete and accurate list of all leases of Real Estate under which any Loan Party is the lessor as of the Closing Date showing the street address, county or other relevant jurisdiction, state, lessor, lessee, expiration date and annual rental cost thereof.

(iii) Schedule 5.07(e) sets forth a complete and accurate list of all Investments held by any Loan Party or any Subsidiary of a Loan Party on the date hereof, showing as of the date hereof the amount, obligor or issuer and maturity, if any, thereof.

5.08 Environmental Matters.

(a) Neither any Loan Party nor any Subsidiary (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any Environmental Permit, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability, except, in each case, as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Except as would not reasonably be expected to result in a Material Adverse Effect, (i) none of the properties currently or, to the knowledge of the Loan Parties, formerly owned, leased, or operated by any Loan Party or any Subsidiary is listed or, to the knowledge of the Loan Parties, proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state or local list or is adjacent to any such property; (ii) none of the properties to which any Loan Party or any Subsidiary has, directly or indirectly, transported or arranged for the transportation of any Hazardous Materials, is listed or, to the knowledge of the Loan Parties, proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state or local list; (iii) there are no and, to the knowledge of the Loan Parties, never have been any underground or above-ground storage tanks or any surface impoundments, septic tanks, pits, sumps or lagoons in which Hazardous Materials are being or have been treated, stored or disposed on any property currently owned, leased, or operated by any Loan Party or any Subsidiary or, to the knowledge of the Loan Parties, on any property formerly owned, leased, or operated by any Loan Party or any Subsidiary; (iv) there is no asbestos or asbestos-containing material on any property currently owned or operated by any Loan Party or any Subsidiary; and (v) Hazardous Materials have not been released, discharged or disposed of on any property currently or, to the knowledge of the Loan Parties, formerly owned, leased, or operated by any Loan Party or any Subsidiary.

(c) (i) Neither any Loan Party nor any Subsidiary is undertaking, and has not completed, either individually or together with other potentially responsible parties, any investigation or assessment or remedial or response action relating to any actual or threatened Release, discharge or disposal of Hazardous Materials at any site, location or operation, either voluntarily or pursuant to the order of any Governmental Authority or the requirements of any Environmental Law, except as would not reasonably be expected to result in a Material Adverse Effect; and (ii) all Hazardous Materials generated, used,

treated, handled, stored, or transported by, or on behalf of, any Loan Party or any Subsidiary have been disposed of in a manner which would not reasonably expected to result in a Material Adverse Effect.

5.09 Taxes. The Loan Parties and their Subsidiaries have filed all material Tax returns and reports required to be filed, and have paid all Taxes levied or imposed upon them or their properties, income or assets otherwise due and payable and have satisfied all of their Tax withholding obligations, except (i) Taxes which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP and which contest effectively suspends the collection of the contested obligation and the enforcement of any Lien securing such obligation and (ii) any Tax return, report or Taxes, the failure to file or to pay, as the case may be, would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect. There is no proposed Tax deficiency or assessment known to any Loan Party against the Loan Party or any Subsidiary that would, if made, individually or in the aggregate, have a Material Adverse Effect. Except as could not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, each Loan Party and each of its Subsidiaries has made adequate provisions in accordance with GAAP for all Taxes not yet due and payable.

5.10 ERISA Compliance.

(a) Except as could not reasonably be expected to result in a Material Adverse Effect, (i) each Plan is in compliance with its terms and the applicable provisions of ERISA and the Code, (ii) each Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto and, to the knowledge of the Borrower, nothing has occurred which could reasonably be expected to prevent, or cause the loss of, such qualification, and (iii) Holdings, the Borrower and each ERISA Affiliate have made all required contributions to each Pension Plan, and no application for a funding waiver or an extension of any amortization period pursuant to Section 412 of the Code has been made with respect to any Pension Plan.

(b) There are no pending or, to the knowledge of the Loan Parties, threatened claims (other than claims for benefits in the normal course), actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There has been no nonexempt “prohibited transaction” (as defined in Section 406 of ERISA and Section 4975 of the Code) or violation of the fiduciary responsibility rules by Holdings or the Borrower with respect to any Plan that, individually or in the aggregate, has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) Except as could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect: (i) no ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has any Unfunded Pension Liability as of the most recent valuation date for such Pension Plan; (iii) none of Holdings, the Borrower or any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iv) none of Holdings, the Borrower or any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (v) none of Holdings, the Borrower or any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA.

(d) Except as would not reasonably be expected to result in a Material Adverse Effect: (i) each Foreign Plan has been maintained in compliance with its terms and with the requirements of

any and all applicable laws, statutes, rules, regulations and orders and has been maintained, where required, in good standing with applicable regulatory authorities; (ii) none of Holdings, the Borrower or any Subsidiary have incurred any obligation in connection with the termination of or withdrawal from any Foreign Plan; and (iii) the present value of the accrued benefit liabilities (whether or not vested) under each Foreign Plan which is funded, determined as of the end of the most recently ended Fiscal Year of Holdings, the Borrower or any Subsidiary (based on the actuarial assumptions used for purposes of the applicable jurisdiction's financial reporting requirements), did not exceed the current value of the assets of such Foreign Plan (and for each Foreign Plan which is not funded, the obligations of such Foreign Plan are properly accrued).

5.11 Subsidiaries; Equity Interests; Loan Parties. As of the Closing Date, no Loan Party has any Subsidiaries other than those specifically disclosed in Part (a) of Schedule 5.11, and all of the outstanding Equity Interests in such Subsidiaries have been validly issued, are fully paid and non-assessable and are owned by a Loan Party in the amounts specified on Part (a) of Schedule 5.11 free and clear of all Liens except those created under the Collateral Documents and the ABL Loan Documents and the Swedish Credit Facility and any nonconsensual Lien that is permitted under Section 7.01. As of the Closing Date, no Loan Party has any equity investments in any other corporation or entity other than those specifically disclosed in Part (b) of Schedule 5.11.

5.12 Margin Regulations; Investment Company Act.

(a) None of the proceeds of the Loans shall be used in any manner that would result in a violation of Regulations T, U or X of the FRB.

(b) None of the Loan Parties or any Subsidiary is or is required to be registered as an "investment company" under the Investment Company Act of 1940.

5.13 Disclosure. No written report, financial statement, certificate or other information furnished by or on behalf of the Loan Parties to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (in each case as modified or supplemented by other information so furnished), taken as a whole, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading; provided that, with respect to projected financial information, the Loan Parties represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

5.14 Compliance with Laws. Each Loan Party and each Subsidiary thereof is in compliance in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

5.15 Intellectual Property; Licenses, Etc. Each Loan Party and each of its Subsidiaries own, or possess the right to use, all of the Intellectual Property that are reasonably necessary for the operation of their respective businesses, except as would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect, and Schedule 5.15 (as supplemented by any Perfection Certificate Supplements delivered pursuant to Section 6.02(e)) sets forth a complete and accurate list of all such Intellectual Property owned by each Loan Party and each of its Subsidiaries which are registered with the United States Patent and Trademark Office and United States Copyright Office. To the

knowledge of the Borrower, no slogan or other advertising or other material or patent, trademark or copy-right now employed by any Loan Party or any of its Subsidiaries infringes upon any Intellectual Property right held by any other Person, except to the extent that any such infringement could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 5.15, no claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Loan Parties, threatened, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.16 Solvency. As of the Closing Date, on a Consolidated basis, after giving effect to the Transaction, the Loan Parties are Solvent.

5.17 Casualty, Etc. Neither the businesses nor the properties of any Loan Party or any of the Subsidiaries are affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or of the public enemy or other casualty (whether or not covered by insurance) that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.18 Labor Matters. There are no strikes, lockouts, slowdowns or other material labor disputes against any Loan Party pending or, to the knowledge of any Loan Party, threatened that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. To the knowledge of the Borrower and Holdings, (i) the hours worked by and payments made to employees of the Loan Parties comply in all material respects with the Fair Labor Standards Act and any other applicable Federal, state, local or foreign Law dealing with such matters, (ii) no Loan Party has incurred any material liability or obligation under the Worker Adjustment and Retraining Act or similar state Law and (iii) all payments due from any Loan Party, or for which any claim may be made against any Loan Party, on account of wages and employee health and welfare insurance and other benefits, have been paid or properly accrued in all material respects in accordance with GAAP as a liability on the books of such Loan Party. There are no representation proceedings pending or, to any Loan Party's knowledge, threatened to be filed with the National Labor Relations Board, and no labor organization or group of employees of any Loan Party has made a pending demand for recognition except those that could not reasonably be expected to have a Material Adverse Effect. There are no complaints, unfair labor practice charges, grievances, arbitrations, unfair employment practices charges or any other claims or complaints against any Loan Party pending or, to the knowledge of any Loan Party, threatened to be filed with any Governmental Authority or arbitrator based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment of any employee of any Loan Party except those that could not reasonably be expected to have a Material Adverse Effect.

5.19 Collateral Documents. The provisions of the Collateral Documents are effective to create in favor of the Collateral Agent for the benefit of the Secured Parties a legal, valid and enforceable First Priority Lien or Second Priority Lien, as applicable (subject to Permitted Liens), on all right, title and interest of the respective Loan Parties in the Collateral described therein, and (i) when all appropriate filings or recordings are made in the appropriate offices as may be required under applicable law and (ii) upon the taking of possession or control by the Collateral Agent of such Collateral with respect to which a security interest may be perfected only by possession or control (which possession or control shall be given to the Collateral Agent to the extent required by any Collateral Document), such Collateral Document will constitute fully perfected Liens on, and security interests in, all right, title and interest of the Loan Parties in such Collateral. Prior to the satisfaction of the Discharge of ABL Obligations, the representations made in this Section 5.19 with respect to possession or control of any Collateral on which there is a Second Priority Lien by the Collateral Agent shall be deemed to refer to the possession or control of such Collateral by the collateral agent for the ABL Facility (holding for the benefit of the Collateral Agent for the Secured Parties).

5.20 USA PATRIOT Act. To the extent applicable, each of Holdings and its Subsidiaries is in compliance, in all material respects, with (i) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto and (ii) the USA PATRIOT Act. No part of the proceeds of the Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

5.21 Plan Assets. None of the Borrower or any of its Subsidiaries is an entity deemed to hold “plan assets” (within the meaning of the Plan Asset Regulations).

ARTICLE VI AFFIRMATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement), the Borrower shall, and shall (except in the cases of the covenants set forth in Sections 6.01, 6.02 and 6.03) cause each Subsidiary to:

6.01 Financial Statements and Other Reports. Deliver to the Administrative Agent, in form and detail reasonably acceptable to the Administrative Agent:

(a) as soon as available, but in any event within (i) 135 days after the end of the first Fiscal Year of Holdings ending after the Closing Date, and (ii) 105 days after the end of each Fiscal Year of Holdings thereafter⁸, a Consolidated balance sheet of Holdings and its Subsidiaries as at the end of such Fiscal Year, and the related Consolidated statements of income or operations, shareholders’ equity (if available) and cash flows for such Fiscal Year, setting forth in each case in comparative form the figures for the previous Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, audited and accompanied by a report and opinion of Ernst & Young LLP or another Registered Public Accounting Firm of nationally recognized standing reasonably satisfactory to the Administrative Agent, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any “going concern” or like qualification or exception or any qualification or exception as to the scope of such audit (it being agreed that an explanatory or emphasis of matter paragraph does not constitute a qualification or exception) (provided that such report may contain a “going concern” or like qualification or exception, or qualification arising out of the scope of the audit, if such qualification or exception arises solely with respect to, results from or arises on account of (i) an upcoming maturity date hereunder or under any other Indebtedness Incurred in compliance with this Agreement or (ii) any potential or actual inability to satisfy any financial maintenance covenant included in this Agreement or any other Indebtedness of the Borrower or its Subsidiaries);

(b) as soon as available, but in any event within 50 days after the end of each of the first three Fiscal Quarters of each Fiscal Year of Holdings (commencing with the Fiscal Quarter ending December 28, 2024), a Consolidated balance sheet of Holdings and its Subsidiaries as at the end of such Fiscal Quarter, and the related Consolidated statements of income or operations and cash flows for such

⁸ NTD: Company is requesting extra time for the first year given fresh start accounting rules and the end of the FY coming up soon.

Fiscal Quarter and for the portion of Holdings' Fiscal Year then ended, setting forth in each case in comparative form the figures for the corresponding Fiscal Quarter of the previous Fiscal Year and the corresponding portion of the previous Fiscal Year and to the figures as set forth in the projections delivered pursuant to Section 6.01(c), all in reasonable detail, certified by a Responsible Officer on behalf of Holdings as fairly presenting in all material respects the financial condition, results of operations, shareholders' equity and cash flows of Holdings and its Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments, including, but not limited to, purchase accounting adjustments, and the absence of footnotes;

(c) as soon as available, but in any event no later than 60 days after the end of each Fiscal Year of Holdings (commencing with the Fiscal Year ending March 29, 2025), an annual budget of Holdings and its Subsidiaries on a Consolidated basis for the following Fiscal Year, as customarily prepared by management of the Loan Parties for its internal use of Holdings and its Subsidiaries;

(d) [reserved]⁹;

(e) as soon as available, but in any event within 40 days after the end of each of the Fiscal Months of each Fiscal Year of Holdings (commencing with fiscal month ending in February 2025) (and except with respect to (i) the last Fiscal Month of each Fiscal Quarter of Holdings, with respect to which the applicable period for delivery shall be 50 days rather than 40 days, and (ii) the last Fiscal Month of each Fiscal Year of Holdings, with respect to which the applicable period for delivery shall be 105 days rather than 40 days, and (iii) the first Fiscal Month of each Fiscal Year of Holdings, with respect to which the applicable period for delivery shall be 70 days rather than 40 days), a Consolidated balance sheet of Holdings and its Subsidiaries as of the end of such Fiscal Month, and the related Consolidated statements of income or operations and cash flows for such Fiscal Month and for the portion of Holdings' Fiscal Year then ended, setting forth in each case in comparative form for the corresponding month of the previous Fiscal Year and the corresponding portion of the previous Fiscal Year, and to the figures as set forth in the projections delivered pursuant to Section 6.01(c), all in reasonable detail and duly certified by a Responsible Officer on behalf of Holdings as fairly presenting in all material respects the financial condition, results of operations, shareholders' equity, and cash flows of Holdings and its Subsidiaries in accordance with GAAP, subject only to normal year-end and quarterly adjustments and the absence of footnotes;

(f) [Reserved];¹⁰ and

(g) Minimum Liquidity. No later than 5:00 p.m. (New York City time) on the fifth (5th) Business Day of each calendar month, a report showing the Liquidity of the Loan Parties and their Subsidiaries as of the last Business Day of such prior calendar month.

6.02 Certificates; Other Information. Deliver to the Administrative Agent, in form and detail reasonably satisfactory to the Administrative Agent:

(a) concurrently with the delivery of the financial statements referred to in Sections 6.01(a) and (b) (commencing with the financial statements for the period ending [March 31,

⁹ NTD: This shouldn't be necessary given there won't be any Unrestricted Subsidiaries.

¹⁰ NTD: Although this is in the term sheet, the company would prefer not to have it since the lenders should have access to information as shareholders. We also don't want to have this for purposes of a refinancing since new lenders will expect the same reporting.

2025]), (i) a duly completed Compliance Certificate signed by a Responsible Officer of Holdings and (ii) notice of any change in the location of any office in which a Loan Party maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility);

(b) promptly after the same are publicly available, copies of all annual, regular, periodic and special reports and registration statements which Holdings or the Borrower may file or be required to file with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934, or with any national securities exchange, and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(c) not later than seven (7) Business Days after receipt thereof by any Loan Party or any Subsidiary thereof, copies of all notices, requests and other documents (including amendments, waivers and other modifications) so received under or pursuant to any instrument, indenture, loan or credit or similar agreement regarding or related to any breach or default by any party thereto or any other event that, in each case, could have a Material Adverse Effect;

(d) promptly after any Loan Party has knowledge thereof, written notice of (i) any action or proceeding relating to any Environmental Law pending or threatened against any Loan Party or any of its Subsidiaries, (ii) any noncompliance with any Environmental Law by any Loan Party or any of its Subsidiaries, (iii) the existence of any Environmental Liability, or (iv) the existence of any Release of Hazardous Materials at any property currently or formerly owned, leased or operated by any Loan Party or any of its Subsidiaries, which action, proceeding, non-compliance, Environmental Liability or Release could reasonably be expected to have a Material Adverse Effect, or (y) cause any property described in the Mortgages to be subject to any material restrictions on ownership, occupancy, use or transferability under any Environmental Law;

(e) as soon as available, but in any event within thirty (30) days after the end of each Fiscal Year of the Borrower, to the extent that it would reflect information not previously delivered to the Administrative Agent, (i) a report supplementing Schedules 5.07(c), 5.07(d)(i) and 5.07(d)(ii), including an identification of all real property disposed of by any Loan Party or any Subsidiary thereof and all leased real property disposed of by any Loan Party or any Domestic Subsidiary during such Fiscal Year, a list and description (including the street address, county or other relevant jurisdiction, state, record owner, book value thereof and, in the case of leases of property, lessor, lessee, expiration date and annual rental cost thereof) of all Real Estate acquired or leased during such Fiscal Year and a description of such other changes in the information included in such Schedules as may be necessary for such Schedules to be accurate and complete, and (ii) a report supplementing Schedules 5.07(e), 5.11 and 5.15 containing a description of all changes in the information included in such Schedules as may be necessary for such Schedules to be accurate and complete, each such report to be signed by a Responsible Officer of Holdings and to be in a form reasonably satisfactory to the Administrative Agent and (iii) a duly completed Perfection Certificate Supplement;

(f) at least five (5) Business Days prior written notice (or such shorter period as to which the Administrative Agent in its sole discretion agrees) of any change in (i) any Loan Party's name, (ii) any Loan Party's organizational structure or jurisdiction of incorporation or formation or (iii) any Loan Party's Federal Taxpayer Identification Number or organizational identification number assigned to it by its state of organization;

(g) promptly after the request by any Lender, all documentation and other information that such Lender reasonably requests in order to comply with its ongoing obligations under

applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act;

(h) upon request by the Administrative Agent, copies of: (i) each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) filed by any ERISA Affiliate with the Internal Revenue Service with respect to each Pension Plan; (ii) the most recent actuarial valuation report for each Pension Plan; and (iii) all notices received by any ERISA Affiliate from a Multiemployer Plan sponsor or any governmental agency concerning an ERISA Event; and

(i) promptly, such additional information regarding the business, financial, legal or corporate affairs of any Loan Party or any Subsidiary thereof, or compliance with the terms of the Loan Documents, as the Administrative Agent may from time to time reasonably request.

Documents required to be delivered pursuant to Section 6.01(a) or (b) or Section 6.02(b) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower’s website on the Internet at the website address listed on Schedule 11.02; or (ii) on which such documents are posted on the Borrower’s behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that (i) upon request, the Borrower shall deliver paper copies of such documents to the Administrative Agent, and (ii) the Borrower shall notify the Administrative Agent (by telecopier or electronic mail) of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (*i.e.*, soft copies) of such documents. The Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrower hereby acknowledges that (a) the Administrative Agent will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, “Borrower Materials”) by posting the Borrower Materials on IntraLinks or another similar electronic system (the “Platform”) and (b) certain of the Lenders may be “public-side” Lenders (*i.e.*, Lenders that do not wish to receive material nonpublic information with respect to the Borrower or its securities) (each, a “Public Lender”). The Borrower hereby agrees that at any time that the Borrower is the issuer of any outstanding debt or equity securities that are registered or issued pursuant to a private offering or is actively contemplating issuing any such securities it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (w) all such Borrower Materials shall be clearly and conspicuously marked “PUBLIC” which, at a minimum, shall mean that the word “PUBLIC” shall appear prominently on the first page thereof; (x) by marking Borrower Materials “PUBLIC,” the Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 11.07); (y) all Borrower Materials marked “PUBLIC” are permitted to be made available through a portion of the Platform designated “Public Investor”; and (z) the Administrative Agent be entitled to treat any Borrower Materials that are not marked “PUBLIC” as being suitable only for posting on a portion of the Platform not designated “Public Investor.”

6.03 Notices. Promptly, after knowledge thereof by a Responsible Officer, notify the Administrative Agent, who shall promptly notify the Lenders:

(a) of the occurrence of any Default;

(b) of any matter that has resulted or would reasonably be expected to result in a Material Adverse Effect, including as a result of (i) breach or non-performance of, or any default under, a Contractual Obligation of any Loan Party or any Subsidiary thereof; (ii) any dispute, litigation, investigation, proceeding or suspension between any Loan Party or any Subsidiary thereof and any Governmental Authority; or (iii) the commencement of, or any material development in, any litigation or proceeding affecting any Loan Party or any Subsidiary thereof, including pursuant to any applicable Environmental Laws; and

(c) of the occurrence of any ERISA Event that would reasonably be expected to result in a Material Adverse Effect.

Each notice pursuant to Section 6.03(a) shall be accompanied by a statement of a Responsible Officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto.

6.04 Payment of Obligations. Pay and discharge as the same shall become due and payable (a) all Taxes upon it or its properties or assets in all respects, unless the same are being contested in good faith by appropriate proceedings diligently conducted, adequate reserves in accordance with GAAP are being maintained by such Loan Party or such Subsidiary and such contest effectively suspends the collection of the contested obligation and the enforcement of any Lien securing such obligation; except for Taxes that could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect; and (b) all material lawful claims which, if unpaid, would by law become a Lien upon its property (except as set forth in clause (a) above).

6.05 Preservation of Existence, Etc. (a) Preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization, except for (i) transactions permitted by Section 7.04 or 7.05 and (ii) with respect to the maintenance of good standing status of any Loan Party, it will not be a breach of clause (a) of this Section 6.05 unless the failure to maintain good standing of such Loan Party could reasonably be expected to have a Material Adverse Effect; (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation or non-renewal of which could reasonably be expected to have a Material Adverse Effect.

6.06 Maintenance of Properties. (a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear, casualty or condemnation excepted; and (b) make all necessary repairs thereto and renewals and replacements thereof except, in each case, where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

6.07 Maintenance of Insurance.

(a) Maintain with financially sound and reputable insurance companies not Affiliates of the Loan Parties, insurance with respect to its properties and business against loss or damage (i) of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and

in such amounts as are customarily carried under similar circumstances by such other Persons or (ii) substantially similar to insurance maintained by the Borrower and its Subsidiaries on the Closing Date, in each case, subject to such changes as the Borrower may reasonably deem appropriate in its business judgment with respect to deductibles, self-insured amounts, coverage exclusions and maximum covered losses (provided that none of such policies shall include a co-insurance clause), and with respect to policies for Holdings and the Domestic Subsidiaries, providing for not less than 30 days' prior notice to the Administrative Agent of termination, lapse or cancellation of such insurance.

(b) With respect to each improved Real Estate subject to a Mortgage, obtain flood insurance with coverages and in amounts sufficient to comply with the Flood Insurance Laws and, in any event, in an amount not less than \$5.0 million for Zone A "special flood hazard areas" and \$10.0 million for all other "special flood hazard areas", in each case, as set forth on any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), otherwise comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws and deliver to the Administrative Agent evidence of such compliance in form and substance reasonably acceptable to the Administrative Agent.

(c) Fire and extended coverage policies maintained with respect to any Collateral shall be endorsed or otherwise amended to include (i) a mortgage clause (regarding improvements to Real Estate) and lenders' loss payable clause (regarding personal property), in form and substance satisfactory to the Collateral Agent, which endorsements or amendments shall provide that the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, and (ii) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Secured Parties. Commercial general liability policies shall be endorsed to name the Collateral Agent as an additional insured. Business interruption policies with respect to Holdings and the Domestic Subsidiaries shall name the Collateral Agent as a loss payee and shall be endorsed or amended to include (i) a provision that, from and after the Closing Date, the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, and (ii) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Secured Parties. Each such policy referred to in this Section 6.07 shall also provide that it shall not be canceled or not renewed (i) by reason of nonpayment of premium except upon not less than ten (10) days' prior written notice thereof by the insurer to the Collateral Agent (giving the Collateral Agent the right to cure defaults in the payment of premiums) or (ii) for any other reason except upon not less than thirty (30) days' prior written notice thereof by the insurer to the Collateral Agent. The Borrower shall deliver to the Collateral Agent, prior to the cancellation, modification adverse to the Lenders, or non-renewal of any such policy of insurance, a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Collateral Agent, including an insurance binder) together with evidence satisfactory to the Collateral Agent of payment of the premium therefor.

(d) In the event that any part of the Collateral (other than, as long as the ABL Facility is outstanding, ABL Priority Collateral) is damaged by fire or other casualty and the insurance proceeds for such damage are greater than \$5.0 million in any Fiscal Year, such proceeds, in their entirety, shall be delivered to the Administrative Agent and the Administrative Agent shall promptly apply such proceeds in accordance with Section 2.03(b) or 8.03, as applicable. In the event any part of the Collateral (other than, as long as the ABL Facility is outstanding, ABL Priority Collateral) is damaged by fire or other casualty and the insurance proceeds for such damage are less than \$5.0 million in any Fiscal Year, such proceeds, in their entirety, shall be delivered to the Borrower.

(e) None of the Secured Parties, or their agents or employees shall be liable for any loss or damage insured by the insurance policies required to be maintained under this Section 6.07. Each Loan Party shall look solely to its insurance companies or any other parties other than the Secured Parties

for the recovery of such loss or damage and such insurance companies shall have no rights of subrogation against any Secured Party or its agents or employees. If, however, the insurance policies do not provide waiver of subrogation rights against such parties, as required above, then the Loan Parties hereby agree, to the extent permitted by law, to waive their right of recovery, if any, against the Secured Parties and their agents and employees. The designation of any form, type or amount of insurance coverage by any Secured Party under this Section 6.07 shall in no event be deemed a representation, warranty or advice by such Secured Party that such insurance is adequate for the purposes of the business of the Loan Parties or the protection of their properties.

6.08 Compliance with Laws. Comply in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted and with respect to which adequate reserves have been set aside and maintained by the Loan Parties in accordance with GAAP; or (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

6.09 Books and Records. Maintain proper books of record and account, in which entries in conformity in all material respects with GAAP under U.S. law, with respect to Holdings and its Domestic Subsidiaries, and under applicable foreign law, with respect to Foreign Subsidiaries (provided that nothing in this Section 6.09 shall affect the obligation of Holdings to provide financial statements in accordance with GAAP under Section 6.01), consistently applied shall be made of all financial transactions and matters involving the assets and business of the Loan Parties and their Subsidiaries, as the case may be.

6.10 Inspection Rights. Permit representatives and independent contractors of the Administrative Agent (accompanied by any Lender (with the consent of the Borrower not to be unreasonably withheld)) to visit and inspect any of its properties, to examine its corporate, financial, insurance, and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants (subject to such accountant's customary policies and procedures), all at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrower; provided, however, that unless an Event of Default has occurred and is continuing, the Administrative Agent may make only one such visit in any Fiscal Year at the Borrower's expense, provided further that when an Event of Default exists the Administrative Agent (or any of its representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and upon reasonable advance notice to the extent practicable. Notwithstanding anything to the contrary in this Section 6.10, none of the Borrower or any of the Subsidiaries will be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter that (a) constitutes non-financial trade secrets or non-financial proprietary information, (b) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by Law or any binding agreement or (c) is subject to attorney-client or similar privilege or constitutes attorney work product.

6.11 Use of Proceeds. Use the proceeds of (a) the Loans made on the Closing Date solely to refinance all Indebtedness under the Borrower's Existing DIP Facility and (b) the Incremental Term Loans only for the purposes specified in the applicable Additional Credit Extension Amendment.

6.12 Covenant to Guarantee Obligations and Give Security.

(a) Upon the formation or acquisition of any new direct or indirect Subsidiary (other than any (i) any CFC, (ii) any Subsidiary owned directly or indirectly by a CFC or (iii) any Domestic Subsidiary if substantially all of the assets of such Domestic Subsidiary consist of Equity Interests in one or more Foreign Subsidiaries that are CFCs) by any Loan Party, then the Borrower shall, at the Borrower's expense, within the time period specified below unless the Administrative Agent in its sole discretion consents to an extension thereof:

(i) within 45 days after such formation or acquisition, cause such Subsidiary, and cause each direct and indirect parent of such Subsidiary (if it has not already done so), to duly execute and deliver to the Administrative Agent a counterpart to this Agreement, in form and substance satisfactory to the Administrative Agent, guaranteeing the other Loan Parties' obligations under the Loan Documents,

(ii) within 45 days after such formation or acquisition, cause such Subsidiary and each direct and indirect parent of such Subsidiary (if it has not already done so) to duly execute and deliver to the Administrative Agent supplements to the Collateral Documents and other security and pledge agreements covering the personal property of such Subsidiaries, as specified by and in form and substance satisfactory to the Administrative Agent (including delivery of all Pledged Debt and Pledged Equity in and of such Subsidiary, and other instruments of the type specified in Section 4.01(a)(ii)), securing payment of all the Obligations of such Subsidiary or such parent, as the case may be, under the Loan Documents and constituting Liens on all such personal properties,

(iii) within 45 days after such formation or acquisition, cause such Subsidiary and each direct and indirect parent of such Subsidiary (if it has not already done so) to take whatever action (including the filing of Uniform Commercial Code financing statements, the giving of notices and the endorsement of notices on title documents) may be necessary in the reasonable opinion of the Administrative Agent to vest in the Administrative Agent (or in any representative of the Administrative Agent designated by it) valid and subsisting Liens on the personal properties purported to be subject to Collateral Documents, as applicable, and the security and pledge agreements delivered pursuant to this Section 6.12, enforceable against all third parties in accordance with their terms, and

(iv) within 45 days after such formation or acquisition, deliver to the Administrative Agent, upon the request of the Administrative Agent in its sole discretion, a signed copy of a favorable opinion, addressed to the Administrative Agent and the other Secured Parties, of counsel for the Loan Parties acceptable to the Administrative Agent as to the matters contained in clauses (i), (ii) and (iii) above, and as to such other matters as the Administrative Agent may reasonably request.

(b) Subject to the Intercreditor Agreement, promptly grant to the Collateral Agent, within 30 days of the acquisition thereof, a security interest in and Mortgages on each parcel of Real Estate owned in fee by such Loan Party as is acquired by such Loan Party after the Closing Date and that, together with any improvements thereon, individually has a fair market value of at least \$5.0 million as additional security for the Obligations (unless the subject property is already mortgaged to a third-party to the extent permitted by Section 7.01). Such Mortgages shall be granted pursuant to documentation reasonably satisfactory in form and substance to the Administrative Agent and the Collateral Agent and shall constitute valid and enforceable perfected Liens subject only to Permitted Liens or other Liens acceptable to the Administrative Agent. The Mortgages or instruments related thereto shall be duly recorded or filed

in such manner and in such places as are required by law to establish, perfect, preserve and protect the Liens in favor of the Collateral Agent required to be granted pursuant to the Mortgages and all taxes, fees and other charges payable in connection therewith shall be paid in full. Such Loan Party shall otherwise take such actions and execute and/or deliver to the Collateral Agent such documents as the Administrative Agent or the Collateral Agent shall require to confirm the validity, perfection and priority of the Lien of any existing Mortgage or new Mortgage against such after-acquired Real Estate (including (i) fully paid American Land Title Association Lender's Extended Coverage title insurance policies or applicable state title policy in form and substance, with endorsements and in amounts acceptable to the Administrative Agent, issued by title insurers reasonably acceptable to the Administrative Agent, insuring the Mortgages to be valid and subsisting Liens on the property described therein, free and clear of all defects (including, but not limited to, mechanics' and materialmen's Liens) and encumbrances, excepting only Permitted Encumbrances and other Liens permitted under the Loan Documents, and providing for such other affirmative insurance (including endorsements for future advances under the Loan Documents, for mechanics' and materialmen's Liens and for zoning of the applicable property) and as the Administrative Agent may reasonably deem necessary or desirable (a "Mortgage Policy"), (ii) a Survey, (iii) the Flood Documentation and (iv) a local counsel opinion (in form and substance reasonably satisfactory to the Administrative Agent and the Collateral Agent) in respect of such Mortgage).

(c) Concurrently with the guarantee by any direct or indirect Domestic Subsidiary that is a Subsidiary of any obligations under the ABL Loan Documents, cause such direct or indirect Subsidiary to guarantee the Obligations of the Loan Parties hereunder and otherwise comply with the requirements of this Section 6.12.

(d) At any time upon request of the Administrative Agent, promptly execute and deliver any and all further instruments and documents and take all such other action as the Administrative Agent may deem reasonably necessary or desirable in obtaining the full benefits of, or (as applicable) in perfecting and preserving the Liens of, such guaranties, deeds of trust, trust deeds, deeds to secure debt, mortgages, leasehold mortgages, leasehold deeds of trust, supplements to the Collateral Documents and other security and pledge agreements.

(e) Subject to the terms of the Intercreditor Agreement and prior to the satisfaction of the Discharge of ABL Obligations, with respect to any obligation under this Section 6.12 or any Collateral Document to deliver possession or control of any Collateral on which there is a Second Priority Lien by the Collateral Agent, such obligation shall be deemed satisfied by the delivery of possession or control of such Collateral to the "collateral agent" for the ABL Facility (holding for the benefit of the Collateral Agent for the Secured Parties).

6.13 Further Assurances. Promptly upon request by the Administrative Agent, or any Lender through the Administrative Agent, (a) correct any material defect or error that may be discovered in any Loan Document or in the execution, acknowledgment, filing or recordation of any of the foregoing, and (b) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent, or any Lender through the Administrative Agent, may reasonably require from time to time in order to (i) carry out more effectively the purposes of the Loan Documents, (ii) to the fullest extent permitted by applicable Law, subject any Loan Party's or any of the Subsidiaries' properties, assets, rights or interests to the Liens now or hereafter intended to be covered by any of the Collateral Documents, (iii) perfect and maintain the validity, effectiveness and priority of any of the Collateral Documents and any of the Liens intended to be created thereunder and (iv) assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively unto the Secured Parties the rights granted or now or hereafter intended to be

granted to the Secured Parties under any Loan Document or under any other instrument executed in connection with any Loan Document to which any Loan Party or any of the Subsidiaries is or is to be a party, and cause each of the Subsidiaries to do so.

6.14 Lenders Meetings. The Borrower will, upon the request of the Administrative Agent or Required Lenders, participate in a meeting of the Administrative Agent and Lenders once during each Fiscal Year to be held, at the request of the Administrative Agent or Required Lenders, by teleconference or at the Borrower's corporate offices (or at such other location as may be agreed to by the Borrower and the Administrative Agent) at such time as may be agreed to by the Borrower and the Administrative Agent.

6.15 Designation as Senior Debt. Designate all Obligations as "Designated Senior Indebtedness" (or any similar term) under, and defined in, any Subordinated Indebtedness of any Loan Party which contains such designations.

6.16 Ratings. Use commercially reasonable efforts to cause each of the First-Out Term Loans and the Second-Out Term Loans and the Borrower's corporate credit to be rated (and then to continue to be rated) by S&P and Moody's within 30 days of the Closing Date; provided that no particular ratings shall be required.

6.17 Post-Closing Matters.

(a) [Within seven (7) days after the Closing Date (or such later date to be agreed by the Administrative Agent), the Borrower shall deliver to the Administrative Agent the certificates representing the Pledged Equity referred to in the Pledge Agreement accompanied by undated stock powers executed in blank and instruments evidencing the Pledged Debt indorsed in blank or with other appropriate instruments of transfer (to the extent not previously delivered to the Administrative Agent).]

(b) [Within thirty (30) days after the Closing Date (or such later date to be agreed by the Administrative Agent), the Borrower shall deliver to the Administrative Agent the insurance endorsements as required under Section 6.07 and the Security Agreement (to the extent not previously delivered to the Administrative Agent).]

ARTICLE VII NEGATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied (other than (i) any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement and (ii) Obligations under Other Liabilities), the Borrower shall not, (and with respect to Section 7.13 only, Holdings shall not), nor shall the Borrower permit any Subsidiary to, directly or indirectly:

7.01 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, other than the following Liens (Liens described below are herein referred to as "Permitted Liens"):

(a) Liens pursuant to any Loan Document;

(b) Liens existing on the date hereof and listed on Schedule 7.01(b) and any renewals or extensions thereof, provided that (i) the property covered thereby is not changed in any material manner, (ii) the amount secured or benefited thereby is not increased except as contemplated

by Section 7.02(f), (iii) the direct and contingent obligors with respect thereto are not changed (other than to decrease the number of obligors), and (iv) any renewal or extension of the obligations secured or benefited thereby is permitted by Section 7.02(f);

(c) Liens for taxes not yet due or which are the subject of a Permitted Protest;

(d) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 60 days or which are the subject of a Permitted Protest;

(e) (i) pledges or deposits in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation, other than any Lien imposed by ERISA and (ii) pledges and deposits in the ordinary course of business securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to Holdings or any of its Subsidiaries;

(f) deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness for borrowed money), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(g) easements, rights-of-way, restrictions and other similar encumbrances affecting Real Estate which, in the aggregate, do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person;

(h) Liens securing judgments for the payment of money not constituting an Event of Default under Section 8.01(h);

(i) Liens securing Indebtedness permitted under Section 7.02(h); provided that (i) such Liens do not at any time encumber any property other than the property financed by such Indebtedness, (ii) the Indebtedness secured thereby does not exceed the cost of the property being acquired on the date of acquisition, and (iii) such Lien and the Indebtedness secured thereby are incurred contemporaneously with or within two hundred seventy (270) days after the acquisition of such property;

(j) Liens securing the ABL Facility having the priority set forth in the Intercreditor Agreement;

(k) landlords' and lessors' Liens in respect of rent and other lease obligations that are not past due for a period of 60 days or more or that are the subject of a Permitted Protest;

(l) possessory Liens in favor of brokers and dealers arising in connection with the acquisition or disposition of Investments, provided that such Liens (a) attach only to such Investments and (b) secure only obligations incurred in the ordinary course and arising in connection with the acquisition or disposition of such Investments and not any obligation in connection with margin financing;

(m) Liens arising solely by virtue of any statutory or common law provisions relating to banker's Liens, ordinary course Liens in favor of securities intermediaries, rights of setoff or

similar rights and remedies as to deposit accounts or securities accounts or other funds maintained with depository institutions or securities intermediaries;

(n) Liens arising from precautionary UCC filings regarding “true” operating leases or the consignment of goods to a Loan Party;

(o) Liens in favor of customs and revenues authorities imposed by applicable Law arising in the ordinary course of business in connection with the importation of goods and securing obligations (i) that are not overdue by more than sixty (60) days, or (ii) that are the subject of a Permitted Protest;

(p) Liens on specific existing assets and proceeds thereof of a Person acquired following the Closing Date in existence on the date such Person became a Subsidiary; provided that such Liens were not created in anticipation of the transaction pursuant to which such Person became a Subsidiary;

(q) licenses of Intellectual Property permitted under Section 7.05(g) hereof;

(r) Liens on the assets of Subsidiaries that are not Loan Parties securing Indebtedness or other obligations of such Subsidiaries that are not Loan Parties Subsidiaries permitted by Section 7.02;

(s) Liens on the Collateral securing Indebtedness permitted by Section 7.02(b);

(t) other Liens securing Indebtedness or other obligations of the Borrower and the Subsidiary Guarantors outstanding in an aggregate principal amount not to exceed the greater of (x) \$52.5 million and (y) 70% of Consolidated EBITDA;

(u) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business which do not (i) in any case materially detract from the value of the property subject thereto or (ii) interfere in any material respect with the business of the Borrower and its Subsidiaries or (iii) secure any Indebtedness;

(v) Liens solely on any cash earnest money deposits made by the Borrower or any of the Subsidiaries in connection with any letter of intent or purchase agreement permitted hereunder;

(w) ground leases in respect of real property on which facilities owned or leased by the Borrower or any of its Subsidiaries are located;

(x) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto; and

(y) Liens on the Collateral securing Indebtedness permitted by Section 7.02(k).

Notwithstanding anything to the contrary in this Agreement or in any other Loan Document: (A) any Indebtedness of Holdings, the Borrower or any other Loan Party incurred after the Closing Date owed to Holdings, the Borrower or any Subsidiary thereof shall be subordinated in right of payment to the Obligations [pursuant to the Intercompany Note] and (B) no Commitments shall be issued and no Loans hereunder may be borrowed if the purpose of such issuance or

borrowing is to cause Lenders who do not constitute Required Lenders to constitute Required Lenders following such issuance or borrowing.

7.02 Indebtedness. Create, incur, assume, guarantee, suffer to exist or otherwise become liable with respect to any Indebtedness, except (Indebtedness described below is herein referred to as "Permitted Indebtedness"):

(a) obligations (contingent or otherwise) of the Borrower or any of the Subsidiaries existing or arising under any Swap Contract, provided that such obligations are (or were) entered into by such Person in the ordinary course of business for the purpose of directly mitigating risks associated with fluctuations in interest rates or foreign exchange rates or otherwise to mitigate risks associated with its assets or liabilities or business operations;

(b) [Reserved];

(c) (i) Indebtedness of a Subsidiary of the Borrower owed to the Borrower or to another Subsidiary of the Borrower, and (ii) Indebtedness of the Borrower owed to any Subsidiaries of the Borrower, in each case, which Indebtedness shall (A) in the case of Indebtedness owed to a Loan Party, constitute "Pledged Debt" under the Security Agreement, (B) be on terms (including subordination terms, if owed by a Loan Party) acceptable to the Administrative Agent and (C) be otherwise permitted under the provisions of Section 7.03;

(d) Indebtedness under the Loan Documents;

(e) Indebtedness of the Loan Parties under the ABL Facility and any Permitted Refinancing Indebtedness in respect thereof (including Guarantees of any Guarantor in respect of such Indebtedness) in an aggregate principal amount at any time outstanding not to exceed \$140.0 million;

(f) Indebtedness outstanding on the date hereof and listed on Schedule 7.02 and any Permitted Refinancing Indebtedness in respect thereof;

(g) Guarantees of the Borrower or any Guarantor in respect of Indebtedness otherwise permitted hereunder of the Borrower or any Subsidiary Guarantor;

(h) Indebtedness in respect of Capital Lease Obligations, Synthetic Lease Obligations, and purchase money obligations for fixed or capital assets within the limitations set forth in Section 7.01(i) and Permitted Refinancing Indebtedness in respect thereof; provided, however, that the aggregate principal amount of all such Indebtedness at any one time outstanding shall not exceed the greater of (x) \$50.0 million and (y) 66.7% of Consolidated EBITDA;

(i) Permitted Holdco Debt;

(j) Indebtedness of any Person that becomes a Subsidiary of the Borrower after the date hereof in accordance with the terms of Section 7.03(h), which Indebtedness is existing at the time such Person becomes a Subsidiary of the Borrower (other than Indebtedness incurred solely in contemplation of such Person's becoming a Subsidiary of the Borrower) and Permitted Refinancing Indebtedness in respect thereof;

(k) [Ratio / Incremental Equivalent Debt];¹¹

(l) additional Indebtedness of the Loan Parties and their Subsidiaries in an aggregate principal amount at any time outstanding not to exceed the greater of (x) \$52.5 million and (y) 70% of Consolidated EBITDA at any time outstanding;

(m) Indebtedness of Foreign Subsidiaries under the Swedish Credit Facility in an aggregate principal amount at any time outstanding not to exceed the U.S. dollar equivalent (as reasonably determined by the Administrative Agent) the greater of (x) \$100 million and (y) 133% of Consolidated EBITDA outstanding at any time; and

(n) other Indebtedness of Subsidiaries that are not Loan Parties (including any Foreign Subsidiaries) in an aggregate principal amount at any time outstanding not to exceed the greater of (x) \$20.0 million and (y) 25% of Consolidated EBITDA outstanding at any time.

For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a non-U.S. currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred; *provided* that, if such Indebtedness is incurred to extend, replace, refund, refinance, renew or defease other Indebtedness denominated in a foreign currency, and such extension, replacement, refunding, refinancing, renewal or defeasance would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such extension, replacement, refunding, refinancing, renewal or defeasance, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased.

7.03 Investments. Make or hold any Investments, except:

(a) Investments held by the Borrower and the Subsidiaries in the form of Cash Equivalents;

(b) Investments consisting of loans and advances to officers, directors and employees of Holdings and its Subsidiaries to finance the purchase of capital stock of Holdings and for travel, entertainment, relocation and analogous ordinary business purposes, in an aggregate amount not to exceed \$2.5 million at any time outstanding;

(c) (i) Investments outstanding on the Closing Date by Borrower and its Subsidiaries in their respective Subsidiaries, (ii) additional Investments by Borrower and its Subsidiaries in Subsidiaries that are Loan Parties at the time of the making of such Investment, (iii) additional Investments by Subsidiaries of the Borrower that are not Loan Parties (including Foreign Subsidiaries) in other Subsidiaries that are not Loan Parties ((including Foreign Subsidiaries), and (iv) so long as no Default or Event of Default then exists or would arise therefrom, additional Investments by the Loan Parties in Subsidiaries that are not Loan Parties in an aggregate amount when taken together with all purchases and acquisitions referred to in Section 7.03(h)(ii), during the term of this Agreement not to exceed (A) the greater of (x) \$35.0 million and (y) 50% of total Consolidated assets of Borrower and its Subsidiaries as of the last day of the most recently completed Measurement Period (net of any cash return of principal or capital on any such Investment,

¹¹ NTD: to match the Incremental Term Loan Amount Ratio.

purchases or acquisitions made pursuant to this Section 7.03(c)(iv) or Section 7.03(h)(ii) or Section 7.03(l) to Borrower or a Subsidiary Guarantor that is not applied pursuant to the parenthetical phrase in Section 7.03(h)(ii)(y) or Section 7.03(l)(x)) plus (B) an amount equal to the amount of cash distributions to the Borrower or a Subsidiary Guarantor following the Closing Date from the Foreign Subsidiaries that has not been redistributed to any Foreign Subsidiary;

(d) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(e) Guarantees permitted by Section 7.02;

(f) Investments existing on the date hereof and set forth on Schedule 5.07(e) and any modification, replacement, renewal, reinvestment or extension of any of the foregoing that does not increase the amount thereof;

(g) Investments in Swap Contracts permitted under Section 7.02(a);

(h) the purchase or other acquisition of all of the Equity Interests in, or all or substantially all of the property, or assets comprising a business unit, of, any Person; provided that, with respect to each purchase or other acquisition made pursuant to this Section 7.03(h) (each such purchase or acquisition, a "Permitted Acquisition");

(i) any such newly-created or acquired Subsidiary as a result of any such transaction shall comply with the applicable requirements of Section 6.12;

(ii) any such purchase or other acquisition that, upon the consummation thereof, does not result in the assets or property so purchased or acquired being wholly-owned directly by the Borrower or one or more Subsidiary Guarantors or, in the case of any acquisition of Equity Interests that does not result in the Person(s) so acquired becoming a Subsidiary Guarantor(s), in each case, within 45 days after such purchase or acquisition shall not exceed, together with all such other purchases or other acquisitions and all Investments referred to in Section 7.03(c), the greater of (x) \$35.0 million and (y) 50% of total Consolidated assets of Borrower and its Subsidiaries as of the last day of the most recently completed Measurement Period (net of any cash return of principal on capital on any acquisition, purchase or Investment made pursuant to this Section 7.03(h)(ii) or Section 7.03(c)(iv) or Section 7.03(l) to Borrower or a Subsidiary Guarantor that is not applied pursuant to the parenthetical phrase in Section 7.03(c)(iv)(A) or 7.03(l)(x));

(iii) [reserved];

(iv) immediately before and immediately after giving effect to any such purchase or other acquisition, no Event of Default shall have occurred and be continuing; and

(v) the Borrower shall have delivered to the Administrative Agent, on or prior to the date on which any such purchase or other acquisition is to be consummated, a certificate of a Responsible Officer, in form and substance reasonably satisfactory to the Administrative Agent, certifying that all of the requirements set forth in this clause (h) have been satisfied or will be satisfied on or prior to the consummation of such purchase

or other acquisition (other than the requirements of clause (i), which will be satisfied as required by Section 6.12);

(i) Investments resulting from the issuance of Indebtedness of Holdings to the Borrower or any of the Subsidiaries in an amount not to exceed the amount necessary to permit Holdings to pay (i) so long as no Event of Default shall have occurred and be continuing at the time thereof or would result therefrom, reasonable and customary corporate and out-of-pocket operating expenses actually payable to persons that are not Affiliates relating to maintaining its ownership interest in the Borrower (including reasonable out-of-pocket expenses for legal, administrative and accounting services provided by third parties, and compensation, benefits and other amounts payable to officers and employees in connection with their employment in the ordinary course of business and to board of director observers), (ii) franchise fees or similar Taxes and fees required to maintain its corporate existence, (iii) any income Taxes imposed on Holdings or its direct or indirect parent of Holdings as the common parent of a consolidated, combined or similar Tax group of which the Borrower and/or its Subsidiaries are members, up to an amount not to exceed the amount of any such income Taxes that the Borrower and its Subsidiaries would have been required to pay on a separate company (or a stand-alone Tax group) basis (reduced by any income Taxes paid directly by the Borrower or its Subsidiaries); provided that in determining the hypothetical income Tax liability of the Borrower and/or its Subsidiaries on a separate company (or a stand-alone Tax group) basis for the purpose of clause (iii), any interest expense on any Indebtedness incurred by Holdings shall be treated as the interest expense of the Borrower, and (iv) all costs or fees incurred in compliance with or in anticipation of compliance with Securities Laws and state securities Laws;

(j) promissory notes and other non-cash consideration that is permitted to be received in connection with Dispositions permitted by Section 7.05;

(k) any Investments made with the proceeds received by or contributed to the Borrower from the substantially concurrent issuance of new Equity Interests (other than Disqualified Equity Interests) issued by Holdings and not used for any other purpose permitted under this Agreement;

(l) without duplication of any other Investments permitted hereunder, other Investments by the Borrower or any of the Subsidiaries not exceeding (x) the greater of (A) \$50.0 million and (B) 66.7% of Consolidated EBITDA in any Fiscal Year (with the unused portion of such scheduled amount available for use in any succeeding Fiscal Year), net of any cash return to the Borrower and its Subsidiaries of principal or capital of any such Investment or (y) the greater of (A) \$50.0 million and (B) 66.7% of Consolidated EBITDA in the aggregate (net of any cash return of principal or capital of any Investment, purchase or acquisition made pursuant to this Section 7.03(l) or Section 7.03(c)(iv) or 7.03(h)(ii) to the Borrower or a Subsidiary Guarantor that is not applied pursuant to the parenthetical phrase in Section 7.03(c)(iv)(y) or 7.03(h)(ii));

(m) so long as no Event of Default shall have occurred and be continuing or would result from the making of any such Investment, Investments in an amount not to exceed the Available Amount;

(n) Investments to the extent that payment for such Investments is made solely with Qualified Equity Interests of Holdings (or any direct or indirect parent thereof);

(o) Investments held by a Subsidiary acquired after the Closing Date or of a Person merged into the Borrower or merged or consolidated with a Subsidiary in accordance with Section 7.04 after the Closing Date (other than existing Investments in subsidiaries of such Subsidiary or Person, which must comply with the requirements of Sections 7.02(h) or (l)) to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger or consolidation and were in existence on the date of such acquisition, merger or consolidation;

(p) Guarantees by the Borrower or any of the Subsidiaries of leases (other than Capital Lease Obligations) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business;

(q) Investments of any Loan Party at the time of and immediately after the incurrence of such Investment, on a Pro Forma Basis, the Consolidated Leverage Ratio for the Measurement Period most recently ended prior to the incurrence of such Indebtedness is no greater than [-] to 1.00;

7.04 Fundamental Changes. Merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that:

(a) any Subsidiary of the Borrower may merge with (i) the Borrower, provided that the Borrower shall be the continuing or surviving Person, or (ii) any one or more other Subsidiaries, provided that when any Loan Party is merging with another Subsidiary that is not a Loan Party, such Loan Party shall be the continuing or surviving Person;

(b) any Subsidiary (other than the Borrower) may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Borrower or to another Loan Party (other than Holdings);

(c) any Subsidiary that is not a Loan Party (i) may dispose of all or substantially all its assets (including any Disposition that is in the nature of a liquidation) to (A) another Subsidiary that is not a Loan Party or (B) to a Loan Party (other than Holdings), or (ii) may be dissolved, with its assets (if any) being transferred in accordance with clause (i) hereof;

(d) in connection with any acquisition permitted under Section 7.03, any Subsidiary of the Borrower may merge into or consolidate with any other Person or permit any other Person to merge into or consolidate with it; provided that (i) the Person surviving such merger shall be a wholly-owned Subsidiary of the Borrower, (ii) in the case of any such merger to which any Loan Party (other than the Borrower) is a party, such Loan Party is the surviving Person and (iii) in the case of any merger involving the Borrower, the Borrower is the surviving Person;

(e) any Disposition permitted by Section 7.05 may be structured as a sale of all or substantially all of the Equity Interests of a Subsidiary;

(f) any Subsidiary which has no assets to distribute to its equity holders may be dissolved or liquidated; and

(g) any Foreign Subsidiary that is not a Subsidiary may be dissolved or liquidated, including through an insolvency, bankruptcy or equivalent proceeding.

7.05 Dispositions. Make any Disposition or enter into any agreement to make any Disposition, except:

(a) Dispositions of obsolete or worn out property, or property (including Intellectual Property) that is no longer used or useful in the business of the Borrower and its Subsidiaries whether now owned or hereafter acquired, in each case, in the ordinary course of business (it being understood that this clause (a) does not include the liquidation of any Store or the inventory and other assets located therein);

(b) Dispositions of inventory and goods held for sale in the ordinary course of business;

(c) Dispositions of equipment or Real Estate to the extent that such property is exchanged for credit against all or a portion of the purchase price of similar replacement property and, if such property is Collateral, then such replacement property is made subject to Liens and security interests in favor of the Collateral Agent for the benefit of the Secured Parties;

(d) Dispositions of property by any Subsidiary to the Borrower or to a wholly-owned Subsidiary; provided that if the transferor of such property is a Subsidiary Guarantor, the transferee thereof must either be the Borrower or a Subsidiary Guarantor or an Investment permitted under Section 7.03;

(e) Dispositions permitted by Sections 7.04 (a), (b), (c), (d), (f) and (g);

(f) bulk sales or other dispositions of the inventory of the Borrower or a Subsidiary not in the ordinary course of business in connection with Store closings, at arm's length, provided, that such Store closures are approved by the board of directors of Holdings;

(g) grants (A) licenses of Intellectual Property of over-the-counter software that is commercially available to the public, (B) non-exclusive licenses for the use of the Intellectual Property of Borrower or any of its Subsidiaries entered into in the ordinary course of business, (C) licenses of Intellectual Property that could not result in a legal transfer of the licensed property but that may be exclusive as to territory only as to discrete geographical areas outside of the United States, and (D) licenses of Intellectual Property that may be exclusive as to particular field of use;

(h) Dispositions by the Borrower and the Subsidiaries not otherwise permitted under this Section 7.05; provided that (i) at the time of such Disposition, no Default shall exist or would result from such Disposition, (ii) [reserved] and (iii) at least 75% of the purchase price for such asset shall be paid to the Borrower or such Subsidiary in cash or Cash Equivalents; provided, that with respect to the foregoing requirement in clause (iii), the following shall be deemed cash: (x) an assumption of Indebtedness (other than Subordinated Indebtedness) of the Borrower or such Subsidiary by a purchaser in connection with the applicable Disposition, (y) securities, notes or other obligations or assets received by the Borrower or any Restricted Subsidiary from the transferee (including earnouts and similar obligations) that are converted by the Borrower or such Restricted Subsidiary into cash or Cash Equivalents, or by their terms are required to be satisfied for cash or Cash Equivalents (to the extent of the cash or Cash Equivalents received) within 180 days following the closing of the applicable Disposition, and (z) any Designated Noncash Consideration received by the Borrower or any of its Subsidiaries in an such Disposition having an aggregate fair market value (as determined by the Borrower in good faith, which determination shall be conclusive), taken together with all other Designated Noncash Consideration received pursuant to

this clause (z), not to exceed an aggregate amount at any time outstanding equal to the greater of \$18.75 million and 25% of Consolidated EBITDA (with the fair market value (as determined by the Borrower in good faith, which determination shall be conclusive);

(i) Licenses for the conduct of licensed departments (other than to an Affiliate of any Loan Party) within any Store in the ordinary course of business; and

(j) other Dispositions in an aggregate amount not to exceed the greater of (x) \$50 million and (y) 66.7% of Consolidated EBITDA.

provided, however, that any Disposition pursuant to clauses (a) through (d), and clauses (f) and (h) shall be for fair market value.

Notwithstanding the foregoing or anything else in this Agreement or the other Loan Documents to the contrary, no Disposition consisting of Material Intellectual Property may be made from any Loan Party to any Subsidiary that is not a Guarantor (other than licensing or sublicensing of such Material Intellectual Property made in the ordinary course of business and consistent with past practice, provided such licensing or sublicensing is not an exclusive license).¹²

7.06 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, except that:

(a) each Subsidiary of the Borrower may make Restricted Payments to any other Loan Party (other than Holdings) and any other Person that owns a direct Equity Interest (other than Disqualified Equity Interests) in such Subsidiary, ratably according to their respective holdings of the type of Equity Interests in respect of which such Restricted Payment is being made;

(b) Borrower and each of its Subsidiaries may declare and make dividend payments or other distributions payable solely in the common or preferred stock or other common or preferred Equity Interests of such Person (other than Disqualified Equity Interests); provided that such Equity Interests shall be pledged to the Collateral Agent to the extent required by Section 6.12 hereof;

(c) Borrower may declare and pay cash dividends to Holdings in an amount not to exceed an amount necessary to permit Holdings to pay (i) reasonable and customary corporate and operating expenses relating to maintaining its ownership interest in the Borrower (including reasonable out-of-pocket expenses for legal, administrative and accounting services provided by third parties, and compensation, benefits and other amounts payable to officers and employees in connection with their employment in the ordinary course of business and to board of director observers), (ii) franchise Taxes and similar fees required to maintain its corporate existence, (iii) any income Taxes imposed on Holdings or its direct or indirect parent of Holdings as the common parent of a consolidated, combined or similar Tax group of which the Borrower and/or its Subsidiaries are members, up to an amount not to exceed the amount of any such income Taxes that the Borrower and its Subsidiaries would have been required to pay on a separate company (or a stand-alone Tax group) basis (reduced by any income Taxes paid directly by the Borrower or its Subsidiaries); provided that in determining the hypothetical income Tax liability of the Borrower and/or its Subsidiaries on a separate company (or a stand-alone Tax group) basis for the purpose of clause (iii), any interest expense on any Indebtedness incurred by Holdings shall be treated as

¹² NTD: Subject to continued review.

the interest expense of the Borrower and (iv) all costs or fees incurred in compliance with or in anticipation of compliance with Securities Laws and state securities Laws;

(d) Borrower may (or make Restricted Payments to allow Holdings or any direct or indirect parent thereof to) repurchase, redeem or otherwise acquire or retire shares of its capital stock held by officers, directors or employees of Holdings or any Subsidiary (or their estates or trusts) following the death, disability or termination of employment of any such Person and, so long as no Default shall have occurred and be continuing (or would result therefrom), the Borrower may pay dividends to Holdings to permit such repurchase, redemption, retirement or acquisition; provided that the aggregate amount of payments to Holdings by the Borrower under this clause (d) will not exceed \$2.5 million in any Fiscal Year of the Borrower (with any unused portion of such scheduled amount available for use in any succeeding Fiscal Year);

(e) so long as no Event of Default shall have occurred and be continuing or would result therefrom, Borrower and each of its Subsidiaries may make other Restricted Payments at any time in an amount not to exceed the sum of (i) the greater of (x) \$25.0 million and (y) 33.3% of Consolidated EBTIDA in the aggregate during the term of this Agreement (together with any prepayments of Subordinated Indebtedness pursuant to Section 7.12(d)(i)) and (ii) if, after giving effect to such Restricted Payment on a Pro Forma Basis, the Consolidated Leverage Ratio as of the last day of the most recently ended Measurement Period would be no greater than 2.00:1.00, the Available Amount at such time (for the purposes of clarity, the Available Amount under this clause (ii) cannot be used to make Restricted Payments (or payments to Holdings in order for Holdings to make) in order to make cash dividend payments on Holdings' preferred stock);

(f) Investments permitted by Section 7.03;

(g) repurchases of Equity Interests in Holdings, the Borrower or any of the Subsidiaries deemed to occur upon exercise of stock options or warrants or similar rights to the extent such Equity Interests represent a portion of the exercise price of such options or warrants or similar rights;

(h) the Borrower may make Restricted Payments to Holdings or to any direct or indirect parent of Holdings (and Holdings may make Restricted Payments to any direct or indirect parent of Holdings) the proceeds of which shall be used to make payments permitted under Sections 7.08(d), (e) and (h) (but only to the extent such payments have not been and are not expected to be made by the Borrower or a Subsidiary);

(i) the declaration and payment of dividends on the Borrower's common stock following the first public offering of the Borrower's common stock or the common stock of any of its direct or indirect parents after the Closing Date, of up to 6.0% per annum of the net proceeds received by or contributed to the Borrower in or from any such public offering, other than public offerings with respect to the Borrower's common stock registered on Form S-4 or Form S-8; and

(j) the payment of any dividend or distribution within 60 days after the date of declaration thereof, if at the date of declaration (i) such payment would have complied with the provisions of clause (i) and (ii) no Event of Default occurred and was continuing.

provided, for purposes of calculating the amount available to make Restricted Payments, any dividend or distribution paid in reliance on clause (j) shall be deemed to be a Restricted Payment on the date of declaration and not on the date of payment.

7.07 Change in Nature of Business. Engage in any material line of business substantially different from those lines of business conducted by the Borrower and the Subsidiaries on the date hereof or any business reasonably related or ancillary thereto.

7.08 Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of the Loan Parties involving aggregate consideration in excess of the greater of (x) \$18.75 million and (y) 25% of Consolidated EBITDA, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to the Loan Parties or such Subsidiary as would be obtainable by the Loan Parties or such Subsidiary at the time in a comparable arm's length transaction with a Person other than an Affiliate; provided that the foregoing restriction shall not apply to:

(a) transactions among (i) the Loan Parties, (ii) any Subsidiaries of Holdings that are not Loan Parties or (iii) the Loan Parties, on the one hand, and any Subsidiary that is not a Loan Party, on the other hand, that are at least as favorable to the Loan Parties as could be obtained in an arm's-length transaction from an unaffiliated party;

(b) (i) any Indebtedness permitted by Section 7.02(c); (ii) any Investments permitted by Section 7.03; (iii) any Disposition Permitted by Section 7.05 and (iv) any Restricted Payment permitted by Section 7.06;

(c) so long as no Event of Default has occurred and is continuing or would result therefrom, the payment of (i) [reserved], and (ii) Transaction Expenses;

(d) employment, consulting and severance agreements;

(e) loans and advances permitted by Section 7.03(b);

(f) payment of directors' fees, expenses and indemnities;

(g) incurrence of Subordinated Indebtedness by the Loan Parties otherwise permitted hereunder or the issuance of Equity Interests by Holdings, provided that no such Equity Interests may constitute Disqualified Equity Interests;

(h) transactions with joint ventures permitted hereunder for the purchase or sale of goods and services entered into in the ordinary course of business on terms no less favorable to the Loan Parties or such Subsidiary as would be obtainable by the Loan Parties or such Subsidiary at the time in a comparable arm's length transaction;

(i) to the extent constituting Affiliates of the Loan Parties, transactions with the Lenders in their respective capacities as such;

(j) transactions in which the Borrower or any of the Subsidiaries, as the case may be, delivers to the Administrative Agent a letter from an Independent Financial Advisor stating that such transaction is fair to the Borrower or such Subsidiary from a financial point of view; and

(l) Restricted Payments permitted by Section 7.06.

7.09 Burdensome Agreements. Enter into or permit to exist any Contractual Obligation (other than this Agreement or any other Loan Document) that (a) limits the ability (i) of any Subsidiary of Borrower to make Restricted Payments to any Loan Party or to otherwise transfer property to or invest in any Loan Party, except for any agreement in effect (A) on the date hereof and set forth on

Schedule 7.09 and any modification, replacement, renewal, reinvestment or extension of any of the foregoing or (B) at the time any Person becomes a Subsidiary of Borrower, so long as such agreement was not entered into solely in contemplation of such Person becoming a Subsidiary of Borrower, (ii) of any Subsidiary of Borrower to Guarantee the Indebtedness of the Borrower, (iii) of any Subsidiary of Borrower to make or repay loans to a Loan Party or (iv) of the Borrower or any Subsidiary to create, incur, assume or suffer to exist Liens on property of such Person; provided, however, that this clause (iv) shall not prohibit any negative pledge incurred or provided in favor of any holder of Indebtedness permitted under Section 7.02 solely to the extent any such negative pledge relates to the property financed by or the subject of such Indebtedness; or (b) requires the grant of a Lien to secure an obligation of such Person if a Lien is granted to secure another obligation of such Person. The foregoing restrictions shall not be violated by reason of (i) applicable Laws, (ii) this Agreement and the other Loan Documents, (iii) (A) the ABL Loan Documents so long as the restrictions of the kind referred to in the previous sentence contained therein, taken as a whole, are not materially more restrictive than those contained in the ABL Loan Documents, (B) the Swedish Credit Facility, or (C) documents governing Permitted Holdco Debt so long as the restrictions of the kind referred to in the previous sentence contained therein, taken as a whole, are no more restrictive than those contained herein, (iv) customary non-assignment provisions of any contract, lease or license of the Borrower or any Subsidiary of the Borrower, (v) customary restrictions on a Subsidiary imposed pursuant to an agreement entered into for the sale or disposition of all or substantially all the Equity Interests or assets of a Subsidiary pending the closing of such sale or disposition, (vi) customary provisions in joint venture agreements and other similar agreements applicable to joint ventures entered into in the ordinary course of business, (vii) documents that represent Indebtedness of a Subsidiary that is not a Loan Party that is permitted by Section 7.03 to the extent such restriction applies only to such Subsidiary, (viii) documents that comprise restrictions imposed by any agreement governing Indebtedness entered into after the Closing Date and permitted under Section 7.03 that are, taken as a whole, in the good faith judgment of the Borrower, no more restrictive with respect to the Borrower or any Subsidiary than customary market terms for Indebtedness of such type (and, in any event, are no more restrictive than the restrictions contained in this Agreement), so long as the Borrower shall have determined in good faith that such restrictions will not affect its obligation or ability to make any payments or grant any Liens required hereunder or (ix) any restrictions under any agreement that amends, refinances or replaces any agreement containing restrictions permitted under the preceding clauses provided that the terms and conditions are no less favorable taken as a whole to the Subsidiary.

7.10 Amendments of Material Indebtedness. Amend, modify or waive any of the Loan Party's rights under any Material Indebtedness (other than on account of any refinancing thereof otherwise permitted hereunder), in each case, to the extent that such amendment, modification or waiver would reasonably be likely to have a Material Adverse Effect.

7.11 Accounting Changes. Make any change in their Fiscal Year; provided, however, that Holdings and the Borrower may, upon written notice to the Administrative Agent, change its fiscal year to any other fiscal year reasonably acceptable to the Administrative Agent, in which case, Holdings, the Borrower and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary to reflect such change in Fiscal Year.

7.12 Prepayments, Etc. of Indebtedness. Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner any Subordinated Indebtedness, or make any payment in violation of any subordination terms of any Subordinated Indebtedness, except (a) regularly scheduled or mandatory repayments or redemptions of Subordinated Indebtedness, (b) voluntary prepayments of Subordinated Indebtedness as long as no Default or Event of Default then exists or would arise as a result of entering into such transaction or the making such payment, (c) refinancings and refundings of such Indebtedness in compliance with Section 7.02(b) or Section 7.02(e), as applicable and (d) payments of Subordinated Indebtedness up to the sum of (i) the greater of (x) \$25.0 million and (y)

33.3% of Consolidated EBTIDA in the aggregate during the term of this Agreement (together with any Restricted Payments made pursuant to Section 7.06(e)(i)) and (ii) an unlimited amount if, after giving effect to such Restricted Payment on a Pro Forma Basis, the Consolidated Leverage Ratio as of the last day of the most recently ended Measurement Period would be no greater than 2.00:1.00, the Available Amount at such time.

7.13 Holding Company. In the case of Holdings, engage in any business or activity other than (a) the ownership of all outstanding Equity Interests in the Borrower, (b) maintaining its corporate existence, (c) participating in Tax, accounting and other administrative activities as the parent of the Consolidated group of companies, including the Loan Parties, (d) the execution and delivery of the Loan Documents, the ABL Loan Documents, agreements governing other Indebtedness of the Borrower and its Subsidiaries not otherwise prohibited hereunder and agreements governing Permitted Holdco Debt, in each case, to which it is a party and the performance of its obligations thereunder, (e) any public offering of its common stock or any other issuance of its Equity Interests or any transaction permitted under Section 7.04, (f) holding any cash or property received in connection with Restricted Payments made by the Borrower in accordance with Section 7.06 pending application thereof by Holdings, (g) providing indemnification to officers and directors, (h) any activities in connection with the Transactions and (h) activities incidental to the businesses or activities described in clauses (a) through (g) of this Section.

7.14 Sale and Leaseback Transactions. Enter into any arrangement, directly or indirectly, with any person whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred, provided that Borrower and its Subsidiaries may become and remain liable as lessee, guarantor or other surety with respect to any such lease if and to the extent that the Borrower or any of its Subsidiaries would be permitted to enter into, and remain liable under, such lease to the extent that the transaction would be permitted under Section 7.02, assuming the sale and lease back transaction constituted Indebtedness in a principal amount equal to the gross proceeds of the sale and the related sale were permitted under Section 7.05(h).

7.15 Minimum Liquidity. The Loan Parties will not permit Liquidity of the Loan Parties and their Subsidiaries to be less than \$10 million as of the last Business Day of any calendar month.

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrower or any other Loan Party fails to (i) pay when and as required to be paid herein, any amount of principal of any Loan, or (ii) pay within three Business Days after the same becomes due, any interest on any Loan, or any fee due hereunder, or (iii) pay within five days after the same becomes due, any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants. Any Loan Party or any of its Subsidiaries fails to perform or observe any term, covenant or agreement applicable to it contained in any of Section 6.03(a), 6.05(a) (solely as it relates to the Borrower), 6.11 or Article VII; or

(c) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in Section 8.01(a) or (b) above) contained in any Loan Document on its

part to be performed or observed and such failure continues for 30 days following receipt of notice from the Administrative Agent or the Required Lenders; or

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrower or any other Loan Party herein, in any other Loan Document, or in any document delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made; or

(e) Cross-Default. (i) Any Loan Party or any Subsidiary thereof (A) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness or Guarantee (other than Indebtedness hereunder and Indebtedness under Swap Contracts) having an aggregate principal amount (including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than \$15.0 million, or (B) fails to observe or perform any other agreement or condition relating to any such Indebtedness or Guarantee or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such Guarantee to become payable or cash collateral in respect thereof to be demanded; provided that this paragraph (e)(B) shall not apply to (1) secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness; or (2) the occurrence of an event of default under the ABL Facility (other than a payment event of default) shall not constitute an Event of Default under this paragraph (e)(B) until the earliest of (x) 30 days after the date of such event of default (during which period such event of default is not waived or cured), (y) the acceleration of the obligations under the ABL Facility or (z) the exercise of secured creditor remedies by the ABL Agent and/or lenders under the ABL Facility as a result of such event of default; or (ii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which a Loan Party or any Subsidiary thereof is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which a Loan Party or any Subsidiary thereof is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by such Loan Party or such Subsidiary as a result thereof is greater than \$15.0 million; or

(f) Insolvency Proceedings, Etc. Any Loan Party or any Material Subsidiary institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for 60 calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding; or

(g) Inability to Pay Debts; Attachment. (i) Any Loan Party or any Material Subsidiary becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within 30 days after its issue or levy; or

(h) Judgments. There is entered against any Loan Party or any Material Subsidiary and remains unpaid one or more final judgments or orders for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding \$20.0 million (to the extent not covered by independent third-party insurance as to which the insurer is rated at least "A" by A.M. Best Company, has been notified of the potential claim and does not dispute coverage) and (i) enforcement proceedings are commenced by any creditor upon such judgment or order, or (ii) there is a period of 30 consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(i) ERISA. An ERISA Event occurs or any substantially similar event occurs with respect to a Foreign Plan (that would have been an ERISA Event had the Foreign Plan been subject to ERISA and that gives rise to liability under analogous foreign law) which, together with all other ERISA Events (or such substantially similar events with respect to Foreign Plans) that have occurred, has resulted or could reasonably be expected to result in a Material Adverse Effect; or

(j) Invalidity of Loan Documents. Any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect against Holdings, the Borrower or any Material Subsidiary; or any Loan Party contests in any manner the validity or enforceability of any provision of any Loan Document; or any Loan Party denies that it has any or further liability or obligation under any provision of any Loan Document, or purports to revoke, terminate or rescind any provision of any Loan Document; or seeks to avoid, limit or otherwise adversely affect any Lien purported to be created under any Collateral Document; or

(k) Change of Control. There occurs any Change of Control; or

(l) Collateral Documents. Any Collateral Document after delivery thereof pursuant to Article IV, Section 6.12, or Section 6.18 shall for any reason (other than pursuant to the terms thereof) cease (or shall be asserted by any Loan Party or, in the reasonable discretion of the Administrative Agent, any other Person not) to create a valid and perfected First Priority Lien or Second Priority Lien, as applicable (subject to Liens permitted by Section 7.01), on the Collateral purported to be covered thereby with an aggregate fair market value for such Collateral of \$15.0 million or more, for any reason other than the failure of Collateral Agent to maintain control over any Collateral in its possession.

8.02 Remedies upon Event of Default. If any Event of Default occurs and is continuing, the Administrative Agent may (and at the request of, or with the consent of, the Required Lenders, shall) take any or all of the following actions:

(a) declare the commitment of each Lender to make Loans to be terminated, whereupon such commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan

Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Loan Parties; and

(c) whether or not the maturity of the Obligations shall have been accelerated pursuant hereto, proceed to protect, enforce and exercise all rights and remedies under this Agreement, any of the other Loan Documents or applicable Law, including, but not limited to, by suit in equity, action at law or other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Agreement and the other Loan Documents or any instrument pursuant to which the Obligations are evidenced, and, if such amount shall have become due, by declaration or otherwise, proceed to enforce the payment thereof or any other legal or equitable right of the Secured Parties;

provided, however, that upon the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States, the obligation of each Lender to make Loans shall automatically terminate, and the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, in each case without further act of the Administrative Agent or any Lender.

8.03 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable as set forth in the proviso to Section 8.02), or after the commencement of any Liquidation, subject to the terms of the Intercreditor Agreement, any amounts received on account of the Obligations shall be applied (by the Administrative Agent as hereby instructed so to apply) in the following order:

First, to payment in full of that portion of the Obligations constituting fees, indemnities, Secured Party Expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and the Collateral Agent and amounts payable under Article III) payable to the Administrative Agent and the Collateral Agent, each in its capacity as such;

Second, to the payment in full of the First-Out Term Loans (including both the principal, premium (including any Applicable Premium) and interest owed thereon) (the amounts so applied to be distributed among such Secured Parties *pro rata* in accordance with the amounts of the First-Out Term Loans owed to them on the date of any such distribution) in accordance with this Agreement;

Third, to the payment in full of the Second-Out Term Loans (including both the principal, premium (including any Applicable Premium) and interest owed thereon) (the amounts so applied to be distributed among such Secured Parties *pro rata* in accordance with the amounts of the Second-Out Term Loans owed to them on the date of any such distribution) in accordance with this Agreement;

Fourth, to the payment in full of the amounts arising under Cash Management Services and Bank Products subject to confirmation by the Administrative Agent that any calculations of termination or other payment obligations are being made in accordance with normal industry practice;

Last, the balance, if any, after all of the Obligations have been paid in full, to the applicable Loan Parties or as otherwise required by Law.

Notwithstanding the foregoing, (a) amounts received from the Borrower or any Guarantor that is not a Qualified ECP Guarantor shall not be applied to the Obligations that are Excluded Swap Obligations (it being understood, that in the event that any amount is applied to Obligations other than Excluded Swap Obligations as a result of this clause (a), the Administrative Agent shall, to the extent permitted by law, make such adjustments as it determines are appropriate to distributions pursuant to clause Fourth above from amounts received from Qualified ECP Guarantors to ensure, as nearly as possible, that the proportional aggregate recoveries with respect to Obligations described in clause Fourth above by the holders of any Excluded Swap Obligations are the same as the proportional aggregate recoveries with respect to other Obligations pursuant to clause Fourth above) and (b) Obligations arising under Cash Management Services and Bank Products shall be excluded from the application described above if the Administrative Agent has not received written notice thereof, together with such supporting documentation as the Administrative Agent may request, from the applicable provider of Cash Management Services or Bank Products, as the case may be. Each provider of Cash Management Services or Bank Products not a party to this Agreement that has given the notice contemplated by the preceding sentence shall, by such notice, be deemed to have acknowledged and accepted the appointment of the Administrative Agent pursuant to the terms of Article IX hereof for itself and its Affiliates as if a “Lender” party hereto.¹³

ARTICLE IX ADMINISTRATIVE AGENT

9.01 Appointment and Authority.

(a) Each of the Lenders hereby irrevocably appoints [•] to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article IX are solely for the benefit of the Administrative Agent and the Lenders, and neither the Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions.

(b) The Administrative Agent shall also act as the Collateral Agent under the Loan Documents, and each of the Lenders (in its capacities as a Lender) hereby irrevocably appoints and authorizes the Administrative Agent to act as the agent of such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Collateral Agent and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Agent pursuant to Section 9.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Agents, shall be entitled to the benefits of all provisions of this Article IX and Article XI (including Section 11.04(c), as though such co-agents, sub-agents and attorneys-in-fact were the Collateral Agent under the Loan Documents) as if set forth in full herein with respect thereto.

9.02 Rights as a Lender. The Person serving as the Administrative Agent and Collateral Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent or the Collateral Agent and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent and Collateral Agent hereunder in

¹³ NTD: Intercreditor provisions providing typical intercreditor rights (e.g., DIP, enforcement of remedies, etc.) for the benefit of the First-Out Term Loans to come.

its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent or the Collateral Agent hereunder and without any duty to account therefor to the Lenders.

9.03 Exculpatory Provisions. The Agents shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Agents:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent or Collateral Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent and the Collateral Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent or the Collateral Agent to liability or that is contrary to any Loan Document or applicable Law provided further that the Administrative Agent may seek clarification or directions from the Required Lenders prior to the exercise of any such instructed action and may refrain from acting until such clarification or directions have been provided; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or the Collateral Agent or any of its Affiliates in any capacity.

The Agents shall not be liable for any action taken or not taken by them (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Agents shall believe in good faith shall be necessary, under the circumstances as provided in Sections 11.01 and 8.02) or (ii) in the absence of their own gross negligence or willful misconduct. The Agents shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent by the Borrower or a Lender.

The Agents shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Collateral Documents, (v) the value or the sufficiency of any Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Agents.

9.04 Reliance by Agents. The Agents shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, docu-

ment or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by them to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Agents also may rely upon any statement made to them orally or by telephone and believed by them to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Agents may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by them, and shall not be liable for any action taken or not taken by them in accordance with the advice of any such counsel, accountants or experts. The Agents shall be fully justified in failing or refusing to take any action under any Loan Documents unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate. The Agents shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or consent of the Required Lenders (or such greater number of Lenders as may be expressly required hereby in any instance) and such request and any action take or failure to act pursuant thereto shall be binding upon all the Lenders.

9.05 Delegation of Duties. The Agents may perform in any and all of their duties and exercise their rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent or the Collateral Agent, as applicable. The Agents and any such sub-agent may perform any and all of their duties and exercise their rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article IX shall apply to any such sub-agent and to the Related Parties of the Agents and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facility provided for herein as well as activities as Administrative Agent or Collateral Agent. The Agents shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that the Agents acted with gross negligence or willful misconduct in the selection of such sub-agents.

9.06 Resignation of Agents. The Agents may at any time give notice of its resignation to the Lenders and the Borrower, including the effective date of such resignation which may be not less than 30 days from the date of such notice. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, with the consent of the Borrower at all times other than during the existence of an Event of Default (which consent shall not be unreasonably withheld or delayed), to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agents give notice of their resignation, then the retiring Agents may on behalf of the Lenders, appoint a successor Administrative Agent and Collateral Agent meeting the qualifications set forth above; provided that if the Agents shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (a) the retiring Agents shall be discharged from their duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Collateral Agent on behalf of the Lenders under any of the Loan Documents, the retiring Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed) and (b) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section 9.06. Upon the acceptance of a successor's appointment as Administrative Agent and Collateral Agent hereunder, such successor shall succeed to and become vested with

all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent and Collateral Agent, and the retiring Administrative Agent and Collateral Agent shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section 9.06). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's or Collateral Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article IX and Section 11.04 shall continue in effect for the benefit of such retiring Administrative Agent and Collateral Agent, their respective sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent and Collateral Agent was acting as Administrative Agent and Collateral Agent.

9.07 Non-Reliance on Agents and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon the Agents, or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Agents or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder. The Agents shall not have any duty or responsibility to provide any Lender with any other credit or other information concerning the affairs, financial condition or business of any Loan Party that may come into the possession of the Agents.

9.08 [Reserved].Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Sections 2.07 and 11.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.07 and 11.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement,

adjustment or composition affecting the Obligations or the rights of any Lender to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

9.10 Collateral and Guaranty Matters. The Lenders irrevocably authorize the Agents, at their option and in their discretion,

(a) to release any Lien on any property granted to or held by the Collateral Agent under any Loan Document (i) upon termination of the Commitments payment in full of all Obligations (other than (A) contingent indemnification obligations for which no claim has then been asserted, (B) obligations and liabilities under Cash Management Services and (C) obligations and liabilities under Bank Products), (ii) that is sold or to be sold as part of or in connection with any sale permitted hereunder or under any other Loan Document to a Person that is not a Loan Party, or (iii) if approved, authorized or ratified in writing in accordance with Section 11.01;

(b) to release any Guarantor from its obligations hereunder if such Person ceases to be a Subsidiary as a result of a transaction permitted hereunder; and

(c) to subordinate any Lien on any property granted to or held by the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 7.01(i).

Upon request by the Agents at any time, the Required Lenders will confirm in writing the Agents' authority to release or subordinate their interest in particular types or items of property, or to release any Guarantor from its obligations hereunder pursuant to this Section 9.10. In each case as specified in this Section 9.10, the Administrative Agent or the Collateral Agent, as applicable, will, at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Collateral Documents or to subordinate its interest in such item, or to release such Guarantor from its obligations hereunder, in each case in accordance with the terms of the Loan Documents and this Section 9.10.

9.11 Notice of Transfer. The Agents may deem and treat a Lender party to this Agreement as the owner of such Lender's portion of the Obligations for all purposes, unless and until, and except to the extent, an Assignment and Assumption shall have become effective as set forth in Section 11.06.

9.12 Agency for Perfection. Each Lender hereby appoints each other Lender as agent for the purpose of perfecting Liens for the benefit of the Agents and the Lenders, in assets which, in accordance with Article 9 of the UCC or any other applicable Law can be perfected only by possession. Should any Lender (other than the Agents) obtain possession of any such Collateral, such Lender shall notify the Agents thereof, and, promptly upon the Collateral Agent's request therefor shall deliver such Collateral to the Collateral Agent or otherwise deal with such Collateral in accordance with the Collateral Agent's instructions.

9.13 Indemnification of Agents. The Lenders agree to indemnify the Agents (to the extent not reimbursed by the Loan Parties and without limiting the obligations of Loan Parties hereunder), ratably according to their respective principal amount of Loans held (or, if the Loans have been repaid, according to their respective principal amount of Loans held immediately prior to such repayment), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or as-

served against any Agent in any way relating to or arising out of this Agreement or any other Loan Document or any action taken or omitted to be taken by any Agent in connection therewith; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from such Agent's gross negligence or willful misconduct as determined by a final and nonappealable judgment of a court of competent jurisdiction. Provided further that no action taken in accordance with the directions of the Required Lenders (or such greater number of Lenders as may be expressly required hereby in any instance) shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section 9.13

9.14 Withholding Tax. To the extent required by any applicable law, the Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. If the Internal Revenue Service or any other authority of the United States or other jurisdiction asserts a claim that the Agent did not properly withhold Tax from amounts paid to or for the account of any Lender for any reason (including, without limitation, because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Agent of a change in circumstance that rendered the exemption from, or reduction of withholding Tax ineffective), such Lender shall indemnify and hold harmless the Agent (to the extent that the Agent has not already been reimbursed by the Borrower and without limiting the obligation of the Borrower to do so) for all amounts paid, directly or indirectly, by the Agent as Tax or otherwise, including any interest, additions to Tax or penalties thereto, together with all expenses incurred, including legal expenses and any other out-of-pocket expenses, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error.

9.15 Relation Among Lenders. The Lenders are not partners or co-venturers, and no Lender shall be liable for the acts or omissions of, or (except as otherwise set forth herein in case of the Agents) authorized to act for, any other Lender.

9.16 Certain ERISA Matters. (a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of the Plan Asset Regulations or otherwise) of one or more Benefit Plans in connection with the Loans or the Commitments,

(ii) the prohibited transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable so as to exempt from the prohibitions of ERISA Section 406 and Code Section 4975 such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, and the conditions for exemptive relief thereunder are and will continue to be satisfied in connection therewith,

(iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that none of the Administrative Agent or any of its Affiliates is a fiduciary with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto).

ARTICLE X CONTINUING GUARANTY

10.01 Guaranty. Each Guarantor hereby absolutely and unconditionally guarantees, as a guaranty of payment and performance and not merely as a guaranty of collection, prompt payment when due, whether at stated maturity, by required prepayment, upon acceleration, demand or otherwise, and at all times thereafter, of any and all of the Obligations, whether for principal, interest, premiums, fees, indemnities, damages, costs, expenses or otherwise, of the Borrower to the Secured Parties, arising hereunder and under the other Loan Documents (including all renewals, extensions, amendments, refinancings and other modifications thereof and all costs, attorneys’ fees and expenses incurred by the Secured Parties in connection with the collection or enforcement thereof). The Administrative Agent’s books and records showing the amount of the Obligations shall be admissible in evidence in any action or proceeding, and shall be binding upon each Guarantor, and conclusive for the purpose of establishing the amount of the Obligations. This Guaranty shall not be affected by the genuineness, validity, regularity or enforceability of the Obligations or any instrument or agreement evidencing any Obligations, or by the existence, validity, enforceability, perfection, non-perfection or extent of any collateral therefor, or by any fact or circumstance relating to the Obligations which might otherwise constitute a defense to the obligations of any Guarantor under this Guaranty, and each Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to any or all of the foregoing.

Each Qualified ECP Guarantor (including the Borrower) hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of each such Loan Party’s obligations (a) in respect of Swap Contracts to which it is a party and (b) under this Guaranty in respect of Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 10.01

for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 10.01, or otherwise under this Guaranty, as it relates to such other Loan Party, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section shall remain in full force and effect until the termination of this Guaranty in accordance with Section 10.06 hereof. Each Qualified ECP Guarantor intends that this Section 10.01 constitute, and this Section 10.01 shall be deemed to constitute, a “keepwell, support, or other agreement” for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

10.02 Rights of Lenders. Each Guarantor consents and agrees that the Secured Parties may, at any time and from time to time, without notice or demand, and without affecting the enforceability or continuing effectiveness hereof: (a) amend, extend, renew, compromise, discharge, accelerate or otherwise change the time for payment or the terms of the Obligations or any part thereof; (b) take, hold, exchange, enforce, waive, release, fail to perfect, sell, or otherwise dispose of any security for the payment of this Guaranty or any Obligations; (c) apply such security and direct the order or manner of sale thereof as the Administrative Agent and the Lenders in their sole discretion may determine; and (d) release or substitute one or more of any endorsers or other guarantors of any of the Obligations. Without limiting the generality of the foregoing, each Guarantor consents to the taking of, or failure to take, any action which might in any manner or to any extent vary the risks of such Guarantor under this Guaranty or which, but for this provision, might operate as a discharge of such Guarantor.

10.03 Certain Waivers. Each Guarantor waives (a) any defense arising by reason of any disability or other defense of the Borrower or any other Guarantor, or the cessation from any cause whatsoever (including any act or omission of any Secured Party) of the liability of the Borrower; (b) any defense based on any claim that such Guarantor’s obligations exceed or are more burdensome than those of the Borrower; (c) the benefit of any statute of limitations affecting such Guarantor’s liability hereunder; (d) any right to proceed against the Borrower, proceed against or exhaust any security for the Obligations, or pursue any other remedy in the power of any Secured Party whatsoever; (e) any benefit of and any right to participate in any security now or hereafter held by any Secured Party; and (f) to the fullest extent permitted by law, any and all other defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties. Each Guarantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Obligations, and all notices of acceptance of this Guaranty or of the existence, creation or incurrence of new or additional Obligations. As provided below, this Guaranty shall be governed by, and construed in accordance with, the laws of the State of New York.

10.04 Obligations Independent. The obligations of each Guarantor hereunder re those of primary obligor, and not merely as surety, and are independent of the Obligations and the obligations of any other guarantor, and a separate action may be brought against each Guarantor to enforce this Guaranty whether or not the Borrower or any other person or entity is joined as a party.

10.05 Subrogation. No Guarantor shall exercise any right of subrogation, contribution, indemnity, reimbursement or similar rights with respect to any payments it makes under this Guaranty until all of the Obligations (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement) and any amounts payable under this Guaranty have been paid and performed in full and the Commitments and the facility are terminated. If any amounts are paid to any Guarantor in violation of the foregoing limitation, then such amounts shall be held in trust for the benefit of the Secured Parties and shall forthwith be paid to the Secured Parties to reduce the amount of the Obligations, whether matured or unmatured.

10.06 Termination; Reinstatement. This Guaranty is a continuing and irrevocable guaranty of all Obligations now or hereafter existing and shall remain in full force and effect until all Obligations and any other amounts payable under this Guaranty are paid in full in cash (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement) and the Commitments and the facility with respect to the Obligations are terminated. Notwithstanding the foregoing, this Guaranty shall continue in full force and effect or be revived, as the case may be, if any payment by or on behalf of the Borrower or any Guarantor is made, or any of the Secured Parties exercises its right of setoff, in respect of the Obligations and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by any of the Secured Parties in their discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Laws or otherwise, all as if such payment had not been made or such setoff had not occurred and whether or not the Secured Parties are in possession of or have released this Guaranty and regardless of any prior revocation, rescission, termination or reduction. The obligations of each Guarantor under this paragraph shall survive termination of this Guaranty.

10.07 Subordination. Each Guarantor hereby subordinates the payment of all obligations and indebtedness of the Borrower owing to such Guarantor, whether now existing or hereafter arising, including but not limited to any obligation of the Borrower to any Guarantor as subrogee of the Secured Parties or resulting from such Guarantor's performance under this Guaranty, to the indefeasible payment in full in cash of all Obligations (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement). If the Secured Parties so request, any such obligation or indebtedness of the Borrower to any Guarantor shall be enforced and performance received by such Guarantor as trustee for the Secured Parties and the proceeds thereof shall be paid over to the Secured Parties on account of the Obligations, but without reducing or affecting in any manner the liability of such Guarantor under this Guaranty.

10.08 Stay of Acceleration. If acceleration of the time for payment of any of the Obligations is stayed, in connection with any case commenced by or against any Guarantor or the Borrower under any Debtor Relief Laws, or otherwise, all such amounts shall nonetheless be payable by such Guarantor immediately upon demand by the Secured Parties.

10.09 Condition of Borrower. Each Guarantor acknowledges and agrees that it has the sole responsibility for, and has adequate means of, obtaining from the Borrower and any other guarantor such information concerning the financial condition, business and operations of the Borrower and any such other Guarantor as such Guarantor requires, and that none of the Secured Parties has any duty, and such Guarantor is not relying on the Secured Parties at any time to disclose to such Guarantor any information relating to the business, operations or financial condition of the Borrower or any other Guarantor (such Guarantor waiving any duty on the part of the Secured Parties to disclose such information and any defense relating to the failure to provide the same).

ARTICLE XI MISCELLANEOUS

11.01 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders and the Borrower or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall:

(a) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02) without the written consent of such Lender (it being understood that the waiver of any mandatory prepayment shall not constitute an extension or increase of any Commitment of any Lender);

(b) postpone any date fixed by this Agreement, any other Loan Document for any payment of principal, interest, fees or other amounts due to the Lenders (or any of them) hereunder or under any of the other Loan Documents without the written consent of each Lender entitled to such payment (it being understood that the waiver of or amendment to the terms of any mandatory prepayment of the Loans shall not constitute a postponement of any date scheduled for the payment of principal or interest); provided, however, that only the consent of the Required Lenders shall be necessary for a Second-Out PIK Election in accordance with Section 2.06(c);

(c) reduce the principal of, or the rate of interest specified herein on, any Loan, or any fees or other amounts payable hereunder or under any other Loan Document, without the written consent of each Lender entitled to such amount; provided, however, that only the consent of the Required Lenders shall be necessary to amend the definition of “Default Rate” or to waive any obligation of the Borrower to pay interest at the Default Rate;

(d) change Section 8.03 in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender;

(e) change any provision of this Section 11.01 or the definition of “Required Lenders” or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender;

(f) except as expressly permitted hereunder, release all or substantially all of the Guarantors from their obligations under the Loan Documents without the written consent of each Lender;

(g) except for releases of Collateral in accordance with the provisions of Section 9.10 hereof (in which case, such release may be made by the Administrative Agent acting alone), release all or substantially all of the Collateral from the Liens of the Collateral Documents in any transaction or series of related transactions, without the written consent of each Lender;

(h) subordinate (x) the Liens securing any of the Obligations on all or substantially all of the Collateral (“Existing Liens”) to the Liens securing any other Indebtedness or other obligations or (y) any Obligations in contractual right of payment to any other Indebtedness or other obligations (any such other Indebtedness or other obligations, to which such Liens securing any of the Obligations or such Obligations, as applicable, are subordinated, “Senior Indebtedness”), in either the case of subclause (x) or (y), unless each adversely affected Lender holding First-Out Term Loans has been offered a bona fide opportunity to fund or otherwise provide its pro rata share (based on the amount of First-Out Term Loans that are adversely affected thereby held by each such Lender) of the Senior Indebtedness on the same terms (other than bona fide backstop fees and reimbursement of counsel fees and other expenses in connection with the negotiation of the terms of such transaction; such fees and expenses, “Ancillary Fees”) as offered to all other providers (or their Affiliates) of the Senior Indebtedness and to the extent such adversely affected Lender decides to participate in the Senior Indebtedness, receive its pro rata share of the fees and any other similar benefit (other than Ancillary Fees) of the Senior Indebtedness afforded to the providers of the Senior Indebtedness (or any of their Affiliates) in connection with providing the

Senior Indebtedness pursuant to a written offer made to each such adversely affected Lender describing the material terms of the arrangements pursuant to which the Senior Indebtedness is to be provided, which offer shall remain open to each adversely affected Lender for a period of not less than five Business Days; provided, however, that (1) an amendment to permit an increase in the maximum permitted amount of Obligations under the ABL Facility shall not be restricted by this clause (h) above and (2) any subordination expressly permitted by the Intercreditor Agreement shall not be restricted by this clause (h); or

(i) amend, modify or waive any provision of this Agreement that would permit Parent or any Subsidiary or Affiliate thereof to acquire, prepay or otherwise retire (x) any First-Out Term Loans on a non-pro rata basis with respect to all other First-Out Term Loans, unless offered to all Lenders holding First-Out Term Loans on the same terms or (y) any Second-Out Term Loans on a non-pro rata basis with respect to all other Second-Out Term Loans, unless offered to all Lenders holding Second-Out Term Loans on the same terms, in each case, without the written consent of each Lender, or

(j) amend, modify or waive the last paragraph of Section 7.02 or the last paragraph of Section 7.05, without the written consent of Lenders [holding 95]% in aggregate principal amount of the Term Loans,

and provided further, that no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent or the Collateral Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent or the Collateral Agent, as applicable, under this Agreement or any other Loan Document. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except an amendment under clause (a), (b) or (c) above that directly affects the rights and obligations of such Lender.

This Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and Loan Parties (i) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Loans and the accrued interest and fees in respect thereof and (ii) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders.

If any Lender does not consent to a proposed amendment, waiver, consent or release with respect to any Loan Document that requires the consent of each Lender, and that has been approved by the Required Lenders, the Borrower may replace such non-consenting Lender in accordance with Section 11.13; provided that such amendment, waiver, consent or release can be effected as a result of the assignment contemplated by such Section (together with all other such assignments required by the Borrower to be made pursuant to this paragraph).

Notwithstanding anything to the contrary herein contained, no provider of any Bank Product or Cash Management Service in its capacity as such (a) shall have any right to consent to any amendment, modification, termination or waiver of this Agreement or any other Loan Document (including any amendment and/or restatement of this Agreement and the other Loan Documents refinancing, replacing or restructuring the Loans and the Obligations including any increase thereof) or to contest any such amendment, modification, termination or waiver, (b) shall be deemed a Lender for any purposes of the Loan Documents, or (c) shall have any right to (i) enforce any security interest, right or remedy under any of the Loan Documents or (ii) instruct the Agents with respect to any action or inaction by the Agents with respect to the exercise of any rights or remedies under the Loan Documents or at law or equity, or

consent to or contest any such action or inaction. Except for the payment of amounts on account of Bank Products and Cash Management Services (but only to the extent the Agents shall have received sufficient funds therefor), the Agents shall have no duties or obligations to any provider of any Bank Product or Cash Management Services in its capacity as such. The provisions of this paragraph shall survive the assignment by any Lender of its Loans and Commitments.

Notwithstanding anything to the contrary contained in this Section 11.01, if the Administrative Agent and the Borrower shall have jointly identified an obvious error (including, but not limited to, an incorrect cross-reference) or any error or omission of a technical or immaterial nature, in each case, in any provision of any Loan Document, then the Administrative Agent and/or the Collateral Agent (acting in their sole discretion) and the Borrower or any other relevant Loan Party shall be permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party to any Loan Document.

11.02 Notices; Effectiveness; Electronic Communications.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to Holdings, the Borrower, any Loan Party, the Administrative Agent or the Collateral Agent to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 11.02; and

(ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in subsection (b) below shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been

sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE.” THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the “Agent Parties”) have any liability to Holdings or any of its Subsidiaries, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower’s or the Administrative Agent’s transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to Holdings or any of its Subsidiaries, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of Holdings, the Borrower, any other Loan Party, and the Administrative Agent may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the Borrower and the Administrative Agent. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the “Private Side Information” or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender’s compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the “Public Side Information” portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities laws.

(e) Reliance by Administrative Agent, the Collateral Agent and Lenders. The Administrative Agent, the Collateral Agent and the Lenders shall be entitled to rely and act upon any notices (including telephonic Committed Loan Notices and Conversion/Continuation Notices) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent, the Collateral Agent, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

11.03 No Waiver; Cumulative Remedies. No failure by any Lender, the Administrative Agent or the Collateral Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

11.04 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Loan Parties shall pay all Secured Party Expenses within ten (10) Business Days after receipt of an invoice therefor.

(b) Indemnification by the Loan Parties. The Loan Parties shall indemnify the Administrative Agent (and any sub-agent thereof), the Collateral Agent, each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an “Indemnitee”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the reasonable and documented in reasonable detail fees, charges and disbursements of one counsel to all Indemnitees taken as a whole and, if reasonably necessary, a single local counsel for all Indemnitees taken as a whole in each relevant jurisdiction material to the interests of the Lenders, in each case, selected by the Administrative Agent and solely in the case of an actual conflict of interest between Indemnitees where the Indemnitees affected by such conflict inform the Borrower of such conflict, one additional counsel in each relevant jurisdiction material to the interest of the Lenders to each group of affected Indemnitees taken as a whole) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any other Loan Party arising out of, in connection with, or as a result of (i) the preparation, execution, delivery or administration of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby or any amendment or waiver with respect hereto or thereto, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents, (ii) any Loan or letter of credit or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or Release or threat of Release of Hazardous Materials, at, under, on or from any property or facility currently or formerly owned, leased or operated by Holdings or any of its Subsidiaries, or any Environmental Liability related in any way to Holdings or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee (y) result from a claim brought by the Borrower or any other Loan Party against an Indemnitee for breach in bad faith of such Indemnitee’s obligations hereunder or under any other Loan Document, if the Borrower or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction, or (z) result from the presence, Release or threat of Release of Hazardous Materials or violations of Environmental Laws first occurring or first existing after completion of the foreclosure upon the Collateral, granting of a deed-in-lieu of foreclosure with respect to the Collateral or similar transfer of title or possession of the Collateral, unless such presence, release or violation is actually caused by any Loan Party or any Subsidiary thereof. This Section 11.04(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims or damages arising from any non-Tax claim.

(c) Reimbursement by Lenders. To the extent that the Borrower for any reason fails to pay any amount required under subsection (a) or (b) of this Section 11.04 to be paid by it to the Agents (or any sub-agent thereof), or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), the Collateral Agent, or such Related Party, as the case may be, such Lender's share (based on the amount of Loans held by each Lender at the time that the applicable unreimbursed expense or indemnity payment is sought or if the Loans have been repaid in full, based on the amount of Loans held by such Lender immediately prior to such repayment) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) or the Collateral Agent, in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or the Collateral Agent in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.10(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, the Loan Parties shall not assert, and hereby waive, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof. No Indemnitee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Payments. All amounts due under this Section 11.04 shall be payable not later than ten Business Days after receipt of an invoice or demand therefor.

(f) Survival. The agreements in this Section 11.04 shall survive the resignation of the Agents, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

11.05 Payments Set Aside. To the extent that any payment by or on behalf of any of the Loan Parties is made to the Administrative Agent or any Lender, or the Administrative Agent or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Effective Rate from time to time in effect. The obligations of the Lenders under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

11.06 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of Section 11.06(b), (ii) by way of participation in accordance with the provisions of Section 11.06(d), or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 11.06(f) (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section 11.06 and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment(s) and the Loans at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section 11.06, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than \$500,000, unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met;

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by subsection (b)(i)(B) of this Section 11.06 and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; provided that the Borrower shall be deemed to have consented to any assignment if it does not respond to a written request for consent within 5 Business Days; and

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of (i) any Commitment if such assignment is to a Person that is not a Lender with a Commitment, an Affiliate of Lender or an Approved Fund with respect to such Lender or (ii) any Loan to a Person that is not a Lender, an Affiliate of a Lender or an Approved Fund;

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of \$3,500; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire and any Tax forms required by Section 3.01(e) or (f);

(v) No Assignments to Certain Persons. No such assignment shall be made to Holdings, the Borrower or any of its Subsidiaries; and

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural person.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section 11.06, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 3.01, 3.04, 3.05 and 11.04 with respect to facts and circumstances occurring prior to the effective date of such assignment). Upon request, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 11.06(d).

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal and interest amounts of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary.

The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, including, for avoidance of doubt, any indemnification obligation with respect to the participated interest, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in clauses (a), (b), (c), (f) and (g) in the first proviso to Section 11.01 that affects such Participant. Subject to subsection (e) of this Section 11.06, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 11.06(b), provided such Participant agrees to be subject to Section 3.01 as though it were a Lender. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 11.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.11 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal and interest amount of each Participant's interest in the Loans held by it (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans or other obligations under any Loan Document) except to the extent that such disclosure is necessary to establish that any such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive, absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.04 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant except to the extent that such entitlement to any greater payment results from any Change in Law after the Participant becomes a Participant or the sale of the participation to such Participant is made with the Borrower's prior written consent.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a FRB or any central bank having jurisdiction over such Lender; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Electronic Execution of Assignments. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal

Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(h) Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 11.06, whether or not such assignment or transfer is reflected in the Register, shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (d) of this Section.

11.07 Treatment of Certain Information; Confidentiality. Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 11.07, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, or (iii) any funding or financing source of any Lender, (g) with the consent of the Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 11.07 or (ii) becomes available to the Administrative Agent, any Lender, or any of their respective Affiliates on a non-confidential basis from a source other than the Borrower.

For purposes of this Section 11.07, "Information" means all information received from any Loan Party or any Subsidiary thereof relating to any Loan Party or any Subsidiary thereof or their respective businesses, operations, assets and related matters, other than any such information that is available to the Administrative Agent, any Lender on a non-confidential basis prior to disclosure by any Loan Party or any Subsidiary thereof, provided that, in the case of information received from a Loan Party or any such Subsidiary after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section 11.07 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Administrative Agent and the Lenders acknowledges that (a) the Information may include material non-public information concerning Holdings or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including Federal and state securities Laws.

11.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Secured Party and each of its respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to setoff and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Secured Party or any such Affiliate to or for the credit

or the account of the Borrower or any other Loan Party against any and all of the obligations of the Borrower or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Secured Party, irrespective of whether or not such Secured Party shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Secured Party different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each Secured Party and their respective Affiliates under this Section 11.08 are in addition to other rights and remedies (including other rights of setoff) that such Secured Party or their respective Affiliates may have. Each Secured Party agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

11.09 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

11.10 Counterparts; Integration; Effectiveness. (a) This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) The words "execution," "signed," "signature," and words of like import in this Agreement, any other Loan Document and/or any document, amendment, approval, consent, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 11.02), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an "Ancillary Document"), shall be deemed to include Electronic Signatures. Such signatures or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page) shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be; to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it. Without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, each party hereto shall be entitled to rely on

such Electronic Signature purportedly given by or on behalf of any other party hereto without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of any party hereto, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, each party hereto hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the parties hereto, Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (ii) each party hereto may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (iii) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (iv) waives any claim against any party hereto, and any Related Party of any of the foregoing Persons for any liabilities arising solely from any such party's reliance on or use of Electronic Signatures and/or transmissions by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any Liabilities arising as a result of the failure of any party hereto to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

11.11 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Loan, and shall continue in full force and effect as long as any Loan or other Obligation (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement) shall remain unpaid or unsatisfied.

11.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11.13 Replacement of Lenders. (A) If any Lender requests compensation under Section 3.04, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or (B) if any Lender is a Defaulting Lender, or (C) if in connection with a proposed amendment, modification, waiver, or consent with respect to any of the provisions hereof as contemplated by Section 11.01, the consent of the Required Lenders shall have been obtained but the consent of one or more of such other Lenders whose consent is required shall not have been obtained, or (D) if any other circumstance exists hereunder that gives the Borrower the right to replace a Lender as a party hereto, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without

recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 11.06), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(a) the Borrower shall have paid to the Administrative Agent the assignment fee specified in Section 11.06(b);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, the Applicable Premium, accrued interest thereon and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.05) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter; and

(d) such assignment does not conflict with applicable Laws.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

11.14 Governing Law; Jurisdiction; Etc. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) SUBMISSION TO JURISDICTION. EACH OF THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH OF THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST

EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

11.15 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

11.16 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower and Holdings each acknowledge and agree, and acknowledge their respective Affiliates' understanding, that: (i) the arranging and other services regarding this Agreement provided by the Administrative Agent and the Lenders are arm's-length commercial transactions between the Borrower, Holdings and their respective Affiliates, on the one hand, and the Administrative Agent and the Lenders, on the other hand, (ii) each of the Borrower and Holdings and each other Loan Party has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Borrower and Holdings and each other Loan Party is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (iv) the Administrative Agent and each Lender is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower, Holdings or any of their respective Affiliates, or any other Person and (v) neither the Administrative Agent nor any Lender has any obligation to the Borrower, Holdings or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (vi) the Administrative Agent and the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, Holdings and their respective Affiliates, and neither the Administrative Agent nor Lenders have any obligation to disclose any of such interests to the Borrower, Holdings and their respective Affiliates. To the fullest extent permitted by law, each of the Borrower and Holdings hereby waives and releases any claims that it may have against the Administrative Agent and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

11.17 USA PATRIOT Act Notice. Each Lender that is subject to the USA PATRIOT Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the USA PATRIOT Act. No part of the proceeds of the Loans will be used by the Loan Parties, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

11.18 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

11.19 Attachments. The exhibits, schedules and annexes attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

11.20 Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement or the other Loan Documents and the exercise of any right or remedy by the Collateral Agent hereunder or under the other Loan Documents are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

11.21 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

11.22 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Contracts or any other agreement or instrument that is a QFC (such support “QFC Credit Support” and each such QFC a “Supported QFC”), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the “U.S. Special Resolution Regimes”) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a “Covered Party”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

BORROWER
THE CONTAINER STORE, INC.
By:
Name: _____
Title: _____

GUARANTORS
THE CONTAINER STORE GROUP, INC.
TCS GIFT CARD SERVICES, LLC
C STUDIO MANUFACTURING INC.
C STUDIO MANUFACTURING LLC
By:
Name: _____
Title: _____

LENDER [-]
By:
Name: _____
Title: _____

EXHIBIT D

Exit ABL Facility Credit Agreement

THIS DRAFT REMAINS SUBJECT TO CONTINUING NEGOTIATIONS WITH ALL PARTIES AND THE FINAL VERSION MAY CONTAIN MATERIAL DIFFERENCES. FOR THE AVOIDANCE OF DOUBT, NO PARTY HAS CONSENTED TO THIS VERSION AS THE FINAL FORM, AND ALL PARTIES RESERVE THEIR RESPECTIVE RIGHTS WITH RESPECT TO THIS DOCUMENT AND ANY RELATED DOCUMENTS, INCLUDING SUCH PARTIES' CONSENT RIGHTS UNDER THE TRANSACTION SUPPORT AGREEMENT.

ASSET-BASED REVOLVING CREDIT AGREEMENT

\$140,000,000

Dated as of January [●], 2025

among

THE CONTAINER STORE, INC.,
as Borrower,

THE GUARANTORS PARTY HERETO

ECLIPSE BUSINESS CAPITAL LLC,
as Administrative Agent and Collateral Agent,

and

THE OTHER LENDERS PARTY HERETO

ECLIPSE BUSINESS CAPITAL LLC,
as Lead Arranger

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ASSET-BASED REVOLVING CREDIT AGREEMENT

This ASSET-BASED REVOLVING CREDIT AGREEMENT (this “**Agreement**”) is entered into as of January [●], 2025, among THE CONTAINER STORE, INC., a Texas corporation (the “**Borrower**”), the Guarantors party hereto, each lender from time-to-time party hereto (collectively, the “**Lenders**” and individually, a “**Lender**”), ECLIPSE BUSINESS CAPITAL LLC (“**Eclipse**”), as Administrative Agent, Collateral Agent and Lead Arranger.

PRELIMINARY STATEMENTS:

WHEREAS, on December 22, 2024 (the “**Petition Date**”), the Borrower and certain affiliates and direct and indirect Subsidiaries of the Borrower (each, a “**Chapter 11 Debtor**” and collectively, the “**Chapter 11 Debtors**”) filed voluntary petitions with the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) initiating their cases under Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”) (collectively, the “**Chapter 11 Cases**”);

WHEREAS, on December 24, 2024, the Borrower and certain affiliates and direct and indirect Subsidiaries of the Borrower entered into that certain Senior Secured Superpriority Debtor-In-Possession Asset-Based Revolving Credit Agreement with Eclipse, as administrative and collateral agent thereunder, and the lenders from time-to-time party thereto, pursuant to which the lenders thereunder provided a \$140,000,000 asset-based credit facility (the “**DIP ABL Facility**”);

WHEREAS, concurrent with the confirmation of an Approved Plan of Reorganization (as defined below), The Container Store Group, Inc., a Delaware corporation (“**Holdings**”) and the Borrower have asked the Lenders to provide the Borrower with a senior secured asset-based revolving credit facility in an aggregate amount not to exceed \$140,000,000 (subject to the then applicable Borrowing Base) pursuant to the terms, and subject to the conditions set forth, in this Agreement (the “**ABL Facility**”);

WHEREAS, the Lenders are willing to make Committed Loans (as defined below) to the Borrower, subject to the terms and conditions set forth in this Agreement;

WHEREAS, the Obligations of the Borrower are guaranteed by the Guarantors and are secured by Liens on the Collateral, in each case, as set forth in, and subject to, the Loan Documents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

ARTICLE I DEFINITIONS AND ACCOUNTING TERMS

1.01 Defined Terms. Unless otherwise defined herein, the following terms are used herein as defined in the UCC: Account Debtor, Chattel Paper, Deposit Accounts, Equipment, Fixtures, Instruments, Inventory and Proceeds. In addition, as used in this Agreement, the following terms shall have the meanings set forth below:

“**ABL Facility**” has the meaning specified in the recitals hereto.

“**ABL Priority Collateral**” shall have the meaning specified therefor in the Intercreditor Agreement.

“**ABLSOFT**” means the electronic and/or internet-based system approved by the Administrative Agent for the purpose of making notices, requests, deliveries, communications and for the other purposes contemplated in this Agreement or otherwise approved by the Administrative Agent, whether such system is owned, operated or hosted by the Administrative Agent, any of its Affiliates or any other Person.

“**Accounts**” means “accounts” as defined in the UCC, and also means a right to payment of a monetary obligation, whether or not earned by performance, (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (b) for services rendered or to be rendered, (c) for a policy of insurance issued or to be issued, (d) for a secondary obligation incurred or to be incurred, or (e) arising out of the use of a credit or charge card or information contained on or for use with the card.

“**ACH**” means automated clearing house transfers.

“**Administrative Agent**” means Eclipse in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent as provided in Section 9.06.

“**Administrative Agent’s Account**” has the meaning provided in Section 6.13(c).

“**Administrative Agent’s Office**” means the Administrative Agent’s address and, as appropriate, account as set forth on Schedule 11.02, or such other address or account as the Administrative Agent may from time to time notify the Borrower and the Lenders.

“**Administrative Questionnaire**” means an Administrative Questionnaire in a form supplied by the Administrative Agent.

“**Affected Financial Institution**” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“**Affiliate**” means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“**Agent Parties**” has the meaning specified in Section 11.02(c).

“**Agents**” means, collectively, the Administrative Agent and the Collateral Agent.

“**Aggregate Commitments**” means, at any time, the sum of the Commitments of all the Lenders at such time. As of the Closing Date, the Aggregate Commitments are \$140.0 million.

“**Agreement**” has the meaning specified in the introductory paragraph hereto, as amended, restated, modified or supplemented from time to time in accordance with the terms hereof.

“**Ancillary Document**” has the meaning specified in Section 11.10(b).

“**Anti-Corruption Laws**” means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or any of its Affiliates from time to time concerning or relating to bribery or corruption.

“**Applicable Margin**” means, with respect to any Term Benchmark Loan, 4.25% and, with respect to any Base Rate Loan, 3.25%.

“**Applicable Percentage**” means, with respect to any Lender, at any time, the percentage (carried out to the fourth decimal place) of the Aggregate Commitments represented by such Lender’s Commitment at such time. If the commitment of each Lender to make Loans and the obligation of any L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 8.02 or if the Aggregate Commitments have expired, then the Applicable Percentage of each Lender shall be determined based on the Applicable Percentage of such Lender most recently in effect, giving effect to any subsequent assignments. The initial Applicable Percentage of each Lender is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto. Notwithstanding the foregoing, in the case of Section 2.03(e) when a Defaulting Lender shall exist, “**Applicable Percentage**” as used in such Section 2.03(e) with respect to any non-Defaulting Lender shall mean the percentage of the Aggregate Commitments (disregarding any Defaulting Lender’s Commitments) represented by such non-Defaulting Lender’s Commitment.

“**Appraised Value Percentage**” means the net orderly liquidation value of the Borrower’s and the Subsidiary Guarantors’ Inventory as determined by the Prepetition Appraisal or, if later, the most current third-party appraisal report, performed in a manner substantially consistent with the Prepetition Appraisal by an appraisal firm retained by the Administrative Agent for such appraisal project with respect to the Eligible Inventory and Eligible In-Transit Inventory.

“**Approved Electronic Communication**” means each notice, demand, communication, information, document and other material transmitted, posted or otherwise made or communicated by e-mail, facsimile, ABLSoft or any other equivalent electronic service, whether owned, operated or hosted by the Administrative Agent, any of its Affiliates or any other Person, that any party is obligated to, or otherwise chooses to, provide to the Administrative Agent pursuant to this Agreement or any other Loan Document, including any financial statement, financial and other report, notice, request, certificate and other information or material; provided, that Approved Electronic Communications shall not include any notice, demand, communication, information, document or other material that Agent specifically instructs a Person to deliver in physical form.

“**Approved Fund**” means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“**Approved Plan of Reorganization**” shall mean that certain Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code, as attached to the Disclosure Statement dated December 21, 2024 and filed with the Bankruptcy Court in connection with the Chapter 11 Cases, as such plan is amended or otherwise modified in a manner reasonably acceptable to the Administrative Agent.

“**Arranger**” means Eclipse Business Capital LLC.

“**Assignee Group**” means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

“**Assignment and Assumption**” means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 11.06(b)(iii)), and accepted by the Administrative Agent, in substantially the form of Exhibit F or any other form approved by the Administrative Agent.

“**Attributable Indebtedness**” means, on any date, (a) in respect of any Capital Lease Obligations of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared

as of such date in accordance with GAAP, (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease or similar payments under the relevant lease or other applicable agreement or instrument that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease or other agreement or instrument were accounted for as a Capital Lease Obligation and (c) all Synthetic Debt of such Person.

“**Availability Period**” means the period from and including the Closing Date to the earliest of (a) the Scheduled Maturity Date, (b) the date of termination of the Aggregate Commitments pursuant to Section 2.06, and (c) the date of termination of the Commitment of each Lender to make Loans pursuant to Section 8.02.

“**Availability Reserves**” means, without duplication of any other Reserves or items that are otherwise addressed or excluded through eligibility criteria, an amount, if any, established in the Administrative Agent’s reasonable discretion, equal to the sum of (a) the amount of all sales taxes that have been collected by the Borrower and Subsidiary Guarantors and not remitted to any state taxing authority when due, (b) an amount equal to two (2) months’ gross rent for (x) each leased Store of the Borrower and the Subsidiary Guarantors located in a Landlord Lien State or (y) after the period provided therefor in Schedule 6.19, each distribution center of the Borrower and the Subsidiary Guarantors, in each case, other than those applicable Stores and/or distribution centers with respect to which the Collateral Agent has received a Collateral Access Agreement, (c) 50% of Customer Credit Liabilities, (d) an amount based on rent which is past due for more than ten days for any of the Borrower’s or Subsidiary Guarantors’ leased locations, with the exception of past due rent that is the subject of a Permitted Protest as determined by the Administrative Agent in its reasonable discretion, (e) reserves in respect of Store closings and related dispositions and liquidation sales, (f) such other reserves established in the Administrative Agent’s reasonable discretion which are reasonably required pursuant to this Agreement, including, without limitation, reserves implemented in connection with Permitted Liens, and Permitted Indebtedness, but in the case of each of the foregoing, only to the extent such Liens, encumbrances and Indebtedness relate or in any way affect the Borrowing Base, (g) reserves implemented in order to protect the Credit Parties from any Liens, encumbrances or claims that could, in the reasonable judgment of the Administrative Agent, take priority over the Liens of the Collateral Agent in the Collateral, (h) Dilution Reserves, (i) reserves for Shrink related to Eligible Inventory and freight and duties related to Eligible In-Transit Inventory and (j) a reserve in an amount equal to \$1,000,000 in respect of cash interest due under the Term Facility.¹

“**Available Tenor**” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an interest period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” (or similar concept) pursuant to clause (e) of Section 3.02.

“**Bail-In Action**” means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

“**Bail-In Legislation**” means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which

¹ NTD: The reserve in clause (j) was agreed prior to the filing date, in connection with changes to the portion of interest payable in cash in respect of the exit term loan facility.

is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“Bankruptcy Code” has the meaning specified in the introductory paragraphs hereto.

“Bankruptcy Court” has the meaning specified in the introductory paragraphs hereto.

“Base Rate” means, for any day, the rate per annum equal to the greatest of (a) the Floor plus one percent (1.00%), (b) the Federal Funds Rate in effect on such day plus one-half of one percent ($\frac{1}{2}\%$), (c) the Term SOFR Rate in effect on such day, plus one percent (1.00%), provided, that this clause (c) shall not be applicable during any period in which Term SOFR is unavailable or unascertainable, and (d) the rate of interest announced, from time to time, by Wells Fargo Bank, N.A. at its principal office in San Francisco as its “prime rate” in effect on such day, with the understanding that the “prime rate” is one of Wells Fargo Bank, N.A.’s base rates (not necessarily the lowest of such rates) and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto and is evidenced by the recording thereof after its announcement in such internal publications as Wells Fargo Bank, N.A. may designate (or, if such rate ceases to be so published, as quoted from such other generally available and recognizable source as Agent may select in its reasonable discretion). If the Base Rate is being used as an alternate rate of interest pursuant to Section 3.02 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 3.02(b)), then the Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Base Rate as determined pursuant to the foregoing would be less than 3.00%, such rate shall be deemed to be 3.00% for purposes of this Agreement.

“Base Rate Committed Loan” means a Committed Loan that is a Base Rate Loan.

“Base Rate Loan” means a Loan that bears interest based on the Base Rate.

“Benchmark” means, initially, the Term SOFR Rate; provided that if a Benchmark Transition Event and the related Benchmark Replacement Date have occurred with respect to the Term SOFR Rate or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) of Section 3.02.

“Benchmark Replacement” means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(a) Daily Simple SOFR; or

(b) the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for dollar-denominated

syndicated credit facilities at such time in the United States and (ii) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (a) or (b) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable interest period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for dollar-denominated syndicated credit facilities at such time.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement and/or any Term Benchmark Loan, any technical, administrative or operational changes (including changes to the definition of “Base Rate”, the definition of “Business Day”, the definition of “U.S. Government Securities Business Day”, the definition of “Interest Period” (or similar concept), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“Benchmark Replacement Date” means, with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of “Benchmark Transition Event”, the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of “Benchmark Transition Event”, the first date on which all Available Tenors of such Benchmark (or such component thereof) have been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication

referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“**Benchmark Transition Event**” means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the FRB, the NYFRB, the CME Term SOFR Administrator, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“**Benchmark Unavailability Period**” means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (a) or (b) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.02 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.02.

“**Beneficial Ownership Certification**” means a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation.

“**Beneficial Ownership Regulation**” means 31 C.F.R. § 1010.230.

“**Benefit Plan**” means any of (a) an “employee benefit plan” (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in Section 4975 of the Code to which Section 4975 of the Code applies, and (c) any Person whose assets include (for purposes of the Plan Asset Regulations or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such “employee benefit plan” or “plan”.

“**BHC Act Affiliate**” means, as to any Person, an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such Person.

“**Borrower**” has the meaning specified in the introductory paragraph hereto.

“**Borrower Materials**” has the meaning provided in Section 6.02.

“**Borrowing**” means a borrowing of a Committed Loan or a Swing Line Loan, as the context may require.

“**Borrowing Base**” means, at any time of calculation, an amount equal to:

- (a) the Eligible Accounts Component; plus
- (b) the Credit Card Receivables Component; plus
- (c) the Inventory Component; minus
- (d) the then amount of all Availability Reserves.

“**Borrowing Base Calculation**” means a calculation of the Borrowing Base, in form and substance reasonably satisfactory to the Administrative Agent, utilizing information certified by the Borrowers and provided to the Administrative Agent in electronic format in the Borrowing Base portal tab in ABLSoft.

“**Business Day**” means any day (other than a Saturday or a Sunday) on which banks are open for business in New York City; provided that, in addition to the foregoing, a Business Day shall be in relation to Loans referencing the Term SOFR Rate and any interest rate settings, fundings, disbursements, settlements or payments of any such Loans referencing the Term SOFR Rate or any other dealings of such Loans referencing the Term SOFR Rate, any such day that is only a U.S. Government Securities Business Day.

“**Capital Lease Obligations**” means, with respect to any Person, the obligation of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP as in effect on the Closing Date, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP as in effect on the Closing Date.

“**Cash Collateralize**” means providing Letter of Credit Collateralization.

“Cash Dominion Trigger Event” means either (a) that Excess Availability is less than 15% of the lesser of (i) Borrowing Base and (ii) the Aggregate Commitments, or (b) the occurrence of an Event of Default. For purposes of this Agreement, the occurrence of a Cash Dominion Trigger Event shall be deemed continuing at the Administrative Agent’s option (a) so long as any Event of Default giving rise to such Cash Dominion Trigger Event is continuing, and (b) if such Cash Dominion Trigger Event arises under clause (a) of the preceding sentence, until Excess Availability has equaled or exceeded 15% of the Borrowing Base for 30 consecutive days, in which case a Cash Dominion Trigger Event shall no longer be deemed to be continuing for purposes of this Agreement.

“Cash Equivalents” means any of the following types of Investments, to the extent owned by Holdings, the Borrower, or any of their respective Subsidiaries:

(a) readily marketable obligations issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof having maturities of not more than 360 days from the date of acquisition thereof; provided that the full faith and credit of the United States of America is pledged in support thereof;

(b) time deposits with, or insured certificates of deposit or bankers’ acceptances of, any commercial bank that (i) (A) is a Lender that offers such deposits, certificates of deposit or bankers’ acceptances in the ordinary course of such Lender’s business or (B) is organized under the laws of the United States of America, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States of America, any state thereof or the District of Columbia, and is a member of the Federal Reserve System, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (c) of this definition and (iii) has combined capital and surplus of at least \$1.0 billion, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(c) commercial paper issued by any Person organized under the laws of any state of the United States of America and rated at least “Prime-1” (or the then equivalent grade) by Moody’s or at least “A-1” (or the then equivalent grade) by S&P, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(d) Investments, classified in accordance with GAAP as current assets of Holdings, the Borrower, or any of their respective Subsidiaries, in money market investment programs registered under the Investment Company Act of 1940, which are administered by financial institutions that have the highest rating obtainable from either Moody’s or S&P, and the portfolios of which are limited solely to Investments of the character, quality and maturity described in clauses (a), (b) and (c) of this definition; and

(e) in the case of any Foreign Subsidiary, investments of comparable tenor and credit quality to those described in the foregoing clauses (a) through (d) customarily utilized in countries in which such Foreign Subsidiary operates for short term cash management purposes.

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980.

“CERCLIS” means the Comprehensive Environmental Response, Compensation and Liability Information System maintained by the U.S. Environmental Protection Agency.

“Change in Law” means the occurrence after the date of this Agreement of any of the following: (a) the adoption of or taking effect of any law, rule, regulation or treaty; (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority; or (c) compliance by any Lender or L/C Issuer (or, for purposes of Section 3.03(b), by any lending office of such Lender or by such Lender’s or L/C Issuer’s holding company, if any) with any request, guideline, requirement or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith or in the implementation thereof, and (y) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted, issued or implemented.

“Change of Control” means an event or series of events by which:

(a) any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such Person or its subsidiaries, and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan that in each case is not acting in concert with another Person) other than the Permitted Holders becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed to have “beneficial ownership” of all securities that such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an “option right”)), directly or indirectly, of the greater of (x) 40% or more of the equity securities of Holdings entitled to vote for members of the board of directors or equivalent governing body of Holdings on a fully-diluted basis (and taking into account all such securities that such “person” or “group” has the right to acquire pursuant to any option right) and (y) a percentage that is greater than the percentage of the equity securities of Holdings entitled to vote for members of the board of directors or equivalent governing body of Holdings that is then beneficially owned by the Permitted Holders; or

(b) Holdings shall cease, directly or indirectly, to own and control legally and beneficially all of the Equity Interests in the Borrower; or

(c) a “change of control” or any comparable term under, and as defined in, the Term Loan Documents or any other instrument, document or agreement governing Material Indebtedness shall have occurred, in any case that gives the holders thereof the right to require Holdings or any of its Subsidiaries to repurchase, offer to repurchase or immediately repay such Indebtedness.

“Chapter 11 Cases” has the meaning specified in the introductory paragraphs hereto.

“Chapter 11 Debtors” has the meaning specified in the introductory paragraphs hereto.

“Class” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Committed Loans or Swing Line Loans, when used in reference to any Commitment, refers to whether such Commitment is a Commitment or a Swing Line Commitment and when used in reference to any Lender, refers to whether such Lender has a Loan or Commitment with respect to a single class.

“**Closing Date**” means the first date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 11.01.

“**CME Term SOFR Administrator**” means CME Group Benchmark Administration Limited as administrator of the forward-looking term SOFR (or a successor administrator).

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Collateral**” means all of the “Collateral” and “Mortgaged Property” or “Trust Property”, as applicable, referred to in the Collateral Documents and all of the other property that is or is intended under the terms of the Collateral Documents to be subject to Liens in favor of the Collateral Agent for the benefit of the Credit Parties.

“**Collateral Agent**” means Eclipse in its capacity as collateral agent under any of the Loan Documents, or any successor collateral agent as provided in Section 9.06.

“**Collateral Documents**” means, collectively, the Security Agreement, the Pledge Agreement, the Swedish Pledge Agreement, the Intellectual Property Security Agreement, the Mortgages, the Control Agreements, the Intercreditor Agreement, each of the Mortgages, collateral assignments, security agreements, pledge agreements, control agreements or other similar agreements delivered to the Collateral Agent pursuant to Sections 6.12 and each of the other agreements, instruments or documents that creates or purports to create a Lien in favor of the Collateral Agent for the benefit of the Credit Parties.

“**Commercial Letter of Credit**” means any Letter of Credit issued for the purpose of providing the primary payment mechanism in connection with the purchase of any materials, goods or services by the Borrower or a Subsidiary Guarantor in the ordinary course of business of such Borrower or Subsidiary Guarantor.

“**Commitment**” means, as to each Lender, its obligation to (a) make Committed Loans to the Borrower pursuant to Section 2.01, (b) purchase participations in L/C Obligations, (c) purchase participations in Swing Line Loans and (d) [reserved], in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender’s name on Schedule 2.01 under the caption “Commitment” or in the applicable Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement including, without limitation, pursuant to Section 2.03.

“**Commitment Fee**” has the meaning specified in Section 2.09(a).

“**Commitment Letter**” means the \$140 Million Senior Secured (a) Debtor-in-Possession Revolving Credit Facility and (b) Exit Revolving Credit Facility Commitment Letter, dated December 21, 2024, by and among the Borrower, Holdings and Eclipse Business Capital LLC, including all exhibits, annexes, schedules and other attachments thereto, in each case, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“**Committed Loan**” has the meaning specified in Section 2.01.

“**Commodity Exchange Act**” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“**Compliance Certificate**” means a certificate substantially in the form of Exhibit D.

“**Concentration Account**” has the meaning provided in Section 6.13(b).

“**Confirmation Order**” means [●].

“**Connection Income Taxes**” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“**Consolidated**” means, when used to modify a financial term, test, statement, or report of a Person, the application or preparation of such term, test, statement or report (as applicable) based upon the consolidation, in accordance with GAAP, of the financial condition or operating results of such Person and its Subsidiaries.

“**Contractual Obligation**” means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “**Controlling**” and “**Controlled**” have meanings correlative thereto.

“**Control Agreement**” has the meaning provided in Section 6.13(a)(ii).

“**Controlled Account**” has the meaning provided in Section 6.13(a)(ii).

“**Controlled Account Bank**” means each bank with whom deposit accounts are maintained in which any funds of any of the Loan Parties from one or more DDAs are concentrated, and, in each case, with whom a Control Agreement has been, or is required to be, executed in accordance with the terms hereof.

“**Corresponding Tenor**” with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“**Cost**” means the calculated cost of purchases, based upon the Borrower’s and Subsidiary Guarantors’ accounting practices, known to the Administrative Agent, which practices are in effect on the Closing Date as such calculated cost is determined from invoices received by the Borrower and the Subsidiary Guarantors, the Borrower’s and Subsidiary Guarantors’ purchase journals or the Borrower’s and Subsidiary Guarantors’ stock ledger. “Cost” includes inventory capitalization costs and other non-purchase price charges (such as duty, brokerage, freight and expenses related to design, raw material procurement and quality control) used in the Borrower’s or the Subsidiary Guarantors’ calculation of cost of goods sold.

“**Covered Entity**” means any of the following: (a) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (b) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (c) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“**Covered Party**” has the meaning specified in Section 11.22.

“**Credit Card Advance Rate**” means 100%.

“**Credit Card Receivables Component**” means the face amount of Eligible Credit Card Receivables multiplied by the Credit Card Advance Rate.

“**Credit Extensions**” mean each of the following: (a) a Borrowing and (b) an L/C Credit Extension.

“**Credit Party**” means, individually, and “**Credit Parties**” means collectively, the following: (a) the Lenders and their Affiliates, (b) the Agents, each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.05, (c) each L/C Issuer, (d) the Arranger, (e) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document, (f) any other Person to whom Obligations under this Agreement and other Loan Documents are owing and (g) the successors and assigns of each of the foregoing.

“**Credit Party Expenses**” means, without limitation, (a) all reasonable and documented in reasonable detail out-of-pocket expenses incurred by the Agents, the Arranger and their respective Affiliates, in connection with this Agreement and the other Loan Documents, including without limitation (i) the reasonable and documented in reasonable detail fees, charges and disbursements of (A) internal and external counsel for the Agents and the Arranger, provided that the Agents and the Arranger shall be entitled to be reimbursed for no more than one external counsel and, if reasonably necessary, for one local counsel in each relevant jurisdiction material to the interest of the Lenders, in each case, selected by the Agent, absent a conflict of interest between any of such Persons where the affected Persons inform the Borrower of such conflict, in which case the affected Persons may engage and be reimbursed for one additional counsel, (B) outside consultants for the Agents, (C) appraisers, (D) collateral field examinations and (E) all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Obligations and (ii) in connection with (A) [reserved], (B) the preparation, negotiation, administration, management, execution and delivery of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (C) the enforcement or protection of their rights in connection with this Agreement or the Loan Documents or efforts to preserve, protect, collect, or enforce the Collateral, or (D) any workout, restructuring or negotiations in respect of any Obligations, (b) with respect to each L/C Issuer, and its Affiliates, all reasonable and documented in reasonable detail out-of-pocket expenses incurred in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder, and (c) all reasonable and documented in reasonable detail out-of-pocket expenses incurred by the Credit Parties who are not the Agents, the Arranger, an L/C Issuer or any Affiliate of any of them, after the occurrence and during the continuance of an Event of Default, provided that such Credit Parties shall be entitled to reimbursement for no more than one internal and one external counsel representing all such Credit Parties (absent a conflict of interest between the Credit Parties, where the affected Credit Parties inform the Borrower of such conflict, in which case the Credit Parties may engage and be reimbursed for one additional counsel).

“**Customer Credit Liabilities**” means at any time, the aggregate remaining value at such time of (a) outstanding gift certificates and gift cards sold by the Borrower and Subsidiary Guarantors entitling the holder thereof to use all or a portion of the certificate or gift card to pay all or a portion of the purchase price for any Inventory, and (b) outstanding merchandise credits issued by and customer deposits received by the Borrower and the Subsidiary Guarantors.

“**Customs Broker Agreement**” means an agreement, in form and substance reasonably satisfactory to the Collateral Agent, among the Borrower, the Subsidiary Guarantors, a customs broker or other carrier, and the Collateral Agent, in which the customs broker or other carrier acknowledges that it has control over and holds the documents evidencing ownership of the subject Inventory for the benefit of

the Collateral Agent and agrees, upon notice from the Collateral Agent, to hold and dispose of the subject Inventory solely as directed by the Collateral Agent.

“Daily Simple SOFR” means, for any day (a **“SOFR Rate Day”**), a rate per annum equal to SOFR for the day (such day, a **“SOFR Determination Date”**) that is five (5) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

“DDA” means each checking or other demand deposit account maintained by any of the Loan Parties. All funds in each DDA shall be conclusively presumed to be Collateral and proceeds of Collateral and the Agents and the Lenders shall have no duty to inquire as to the source of the amounts on deposit in any DDA.

“Debtor Relief Laws” means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“Default” means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

“Default Rate” means (a) when used with respect to Obligations other than Letter of Credit Fees, an interest rate equal to (i) the Base Rate plus (ii) the Applicable Margin applicable to Base Rate Loans, plus (iii) 2% per annum; provided, however, that with respect to a Term Benchmark Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Margin) otherwise applicable to such Loan plus 2% per annum, and (b) when used with respect to Letter of Credit Fees, a rate equal to the Applicable Margin for Term Benchmark Loans plus 2% per annum.

“Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“Defaulting Lender” means any Lender that (a) has failed, within one (1) Business Day of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or (iii) pay over to any Loan Party any other amount required to be paid by it hereunder; (b) has notified the Borrower or any Loan Party in writing, or has made a public statement, to the effect that it does not intend or expect to comply with any of its funding obligations under this Agreement or generally under other agreements in which it commits to extend credit; (c) has failed, within one (1) Business Day after request by the Administrative Agent or a Loan Party, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations to fund prospective Loans and participations in then outstanding Letters of Credit under this Agreement; provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Loan Party’s receipt of such certification in form and substance satisfactory to it and the Administrative Agent; or (d) has (or whose bank holding company has) (i) been placed into receivership, conservatorship or bankruptcy or (ii) become the subject of a Bail-In Action; provided that a Lender shall not become a Defaulting Lender solely as a result of the acquisition or maintenance of an ownership interest in such Lender or Person controlling such Lender or the exercise of control over a Lender or Person controlling such Lender by a Governmental Authority or an instrumentality thereof so long as such ownership interest

does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to the Borrower, each L/C Issuer, the Swing Line Lender and each Lender.

“Dilution” means, as of any date of determination, a percentage, based upon the experience of the immediately prior twelve (12) months, that is the result of dividing the amount of (a) bad debt write-downs, discounts, advertising allowances, credits, or other dilutive items with respect to a Loan Party’s Accounts during such period by (b) such Loan Party’s billings with respect to Accounts during such period.

“Dilution Reserve” shall have the meaning set forth in the definition of “Eligible Accounts Advance Rate”.

“DIP ABL Facility” has the meaning specified in the introductory paragraphs hereto.

“Disposition” or **“Dispose”** means the sale, transfer, license, lease, or other disposition (in one transaction or in a series of transactions and whether effected pursuant to a Division or otherwise) of any property by any Person (including, without limitation, any sale and leaseback transaction and any issuance of Equity Interests or Disqualified Equity Interests of any other Person held by a specified Person), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith, in each case, resulting in consideration to such Person (including assumption of liabilities) for any such transaction or series of related transactions in excess of \$1.0 million.

“Disqualified Equity Interests” means any Equity Interests of any Person that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder thereof), or upon the happening of any event, (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or sales event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable and the termination of the Commitments), or is redeemable at the option of the holder thereof, in whole or in part (other than solely for Qualified Equity Interests), in each case prior to the six month anniversary of the Scheduled Maturity Date, (b) requires the payment of any cash dividend or any other scheduled payment constituting a return of capital, in each case prior to the six month anniversary of the Scheduled Maturity Date or (c) is convertible into or exchangeable for debt securities or for any Equity Interest referred to in clause (a) above, in each case at any time prior to the six month anniversary of the Scheduled Maturity Date; provided that if such Equity Interests are issued pursuant to a plan for the benefit of employees of Holdings or its Subsidiaries or by any such plan to such employees, such Equity Interests shall not constitute Disqualified Equity Interests solely because it may be required to be repurchased by Holdings or its Subsidiaries in order to satisfy applicable statutory or regulatory obligations.

“Dividing Person” has the meaning specified in the definition of “Division.”

“Division” means the division of the assets, liabilities and/or obligations of a Person (the **“Dividing Person”**) among two or more Persons (whether pursuant to a “plan of division” or similar arrangement),

which may or may not include the Dividing Person and pursuant to which the Dividing Person may or may not survive.

“Division Successor” means any Person that, upon the consummation of a Division of a Dividing Person, holds all or any portion of the assets, liabilities and/or obligations previously held by such Dividing Person immediately prior to the consummation of such Division. A Dividing Person which retains any of its assets, liabilities and/or obligations after a Division shall be deemed a Division Successor upon the occurrence of such Division.

“Dollar”, **“dollars”** and **“\$”** mean lawful money of the United States.

“Domestic Subsidiary” means any Subsidiary that is organized or existing under the laws of the United States, any state thereof or the District of Columbia.

“Drawing Document” means any Letter of Credit or other document presented for purposes of drawing under any Letter of Credit, including by electronic transmission such as SWIFT, electronic mail, facsimile or computer-generated communication.

“EEA Financial Institution” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

“Electronic Signature” means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

“Eligible Accounts” means, at any time of determination and subject to the criteria below, an Account of the Borrower or any Subsidiary Guarantor, that was generated and billed by the Borrower or such Subsidiary Guarantor in the ordinary course of business, and which the Administrative Agent, in its reasonable discretion, deems to be an Eligible Account. The net amount of an Eligible Account at any time shall be the face amount of such Eligible Account as originally billed minus all customer deposits, unapplied cash collections and other Proceeds of such Account received from or on behalf of the Account Debtor thereunder as of such date and any and all returns, rebates, discounts (which may, at the Administrative Agent’s option, be calculated on shortest terms), credits, allowances or excise Taxes of any nature at any time issued, owing, claimed by Account Debtors, granted, outstanding or payable in connection with such Accounts at such time. Without limiting the generality of the foregoing, the following Accounts shall not be Eligible Accounts:

- (a) the Account Debtor is a Loan Party or an Affiliate of any Loan Party;

(b) it remains unpaid longer than the earlier to occur of (A) 120 days after the original invoice date or (B) 60 days after the original invoice due date;

(c) the Account Debtor or its Affiliates are past any of the applicable dates referenced in clause (b) above on other Accounts owing to the Borrower or such Subsidiary Guarantor comprising more than fifty percent (50%) of all of the Accounts owing to the Borrower or such Subsidiary Guarantor by such Account Debtor or its Affiliates;

(d) all Accounts owing by the Account Debtor or its Affiliates represent more than thirty percent (30%) of all other Accounts; provided, that Accounts which are deemed to be ineligible solely by reason of this clause (d) shall be considered Eligible Accounts to the extent of the amount thereof which does not exceed thirty percent (30%) of all other Accounts;

(e) [reserved];

(f) the Account is subject to any contra relationship, counterclaim, dispute deposit, or set-off; provided, that Accounts which are deemed to be ineligible by reason of this clause (f) shall be considered ineligible only to the extent of such applicable contra relationship, counterclaim, dispute or set-off;

(g) the Account Debtor's chief executive office or principal place of business is located outside of the United States, unless the Account is (i) supported by an irrevocable letter of credit or credit insurance satisfactory to Agent in its reasonable discretion, (ii) generated by an Account Debtor with its principal place of business in Canada (provided that the Collateral Agent has a first priority perfected security interest in such Account in the appropriate Canadian province), or (iii) approved by Administrative Agent on a case by case basis;

(h) it is payable in a currency other than Dollars or Canadian Dollars;

(i) it (i) arises from a sale on a bill-and-hold, guaranteed sale, sale-or-return, sale-on-approval, consignment, retainage or any other repurchase or return basis or (ii) consists of progress billings or other advance billings that are due prior to the completion of performance by Borrower or the applicable Subsidiary Guarantor of the subject contract for goods or services;

(j) the Account Debtor is the United States of America or any state or political subdivision (or any department, agency or instrumentality thereof), unless the Borrower or the applicable Subsidiary Guarantor has complied with the Assignment of Claims Act or other applicable similar state or local law in a manner reasonably satisfactory to the Administrative Agent;

(k) it is (a) not at all times subject to the Administrative Agent's duly perfected, first-priority security interest, or (b) subject to any other Lien, or the goods giving rise to such Account were, at the time of sale, subject to any Lien, in each case, other than a Permitted Lien described in Section 7.01(d);

(l) it is evidenced by Chattel Paper, Promissory Note or an Instrument of any kind or has been reduced to judgment;

(m) there are facts or circumstances existing, or which could reasonably be anticipated to occur, which could reasonably be expected to result in a material adverse change in the Account

Debtor's financial condition or materially impair or delay the collectability of all or any portion of such Account;

(n) the Administrative Agent has not been furnished with all documents and other information pertaining to such Account which the Administrative Agent has reasonably requested, or which any Borrower is obligated to deliver to the Administrative Agent, pursuant to this Agreement;

(o) the Borrower has made an agreement with the Account Debtor to extend the time of payment thereof beyond the time periods set forth in clause (b) above;

(p) the Borrower has posted a surety or other bond in respect of the contract or transaction under which such Account arose;

(q) the Account Debtor is subject to any proceeding seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar applicable law or is subject to any Sanctions or any specially designated nationals list maintained by OFAC or any Governmental Authority;

(r) the sale giving rise to such Account is on cash in advance or cash on delivery terms;

(s) any Accounts of Account Debtors against whom the materialmen, laborers or suppliers of any of the Loan Parties have Liens; provided, that Accounts which are deemed to be ineligible by reason of this clause (r) shall be considered ineligible only to the extent of such Liens;

(t) Accounts that have not been earned by performance or do not represent bona fide amounts due to the Borrower from an Account Debtor;

(u) which (i) does not arise from the sale of goods or performance of services in the ordinary course of business, (ii) is not evidenced by a customer statement or other documentation satisfactory to the Administrative Agent which has been sent to the Account Debtor or (iii) relates to payments of interest;

(v) Accounts with respect to which (A) the goods giving rise to such Account have not been shipped and billed to the Account Debtor, or (B) the services giving rise to such Account have not been performed and billed to the Account Debtor;

(w) the Account Debtor on such Accounts is located in any jurisdiction which adopts a statute or other requirement that any Person that obtains business from within such jurisdiction or is otherwise subject to such jurisdiction's Tax law must file a "Business Activity Report" (or other applicable report) or make any required filings in a timely manner in order to enforce its claims in such jurisdiction's courts or arising under such jurisdiction's laws; provided, that such Accounts shall nonetheless be Eligible Accounts if such the Borrower has filed a "Business Activity Report" (or other applicable report or required filing);

(x) with respect to which any check or other instrument of payment has been returned uncollected for any reason;

(y) which is owed by an Account Debtor (a) is a Sanctioned Person or (b) that has sold all or substantially all of its assets; or

(z) which is for goods that have been sold under a purchase order or pursuant to the terms of a contract or other agreement or understanding (written or oral) that indicates or purports that any Person other than the Borrower or a Subsidiary Guarantor has or has had an ownership interest in such goods, or which indicates any party other than the Borrower or a Subsidiary Guarantor as payee or remittance party.

“**Eligible Accounts Advance Rate**” means 85%; provided, that if Dilution exceeds five percent (5%), the Administrative Agent may, at its option in its reasonable discretion, (A) reduce such advance rates by the number of full or partial percentage points comprising such excess or (B) establish a Reserve on account of such excess (the “**Dilution Reserve**”).

“**Eligible Accounts Component**” means the amount of Eligible Accounts multiplied by the Eligible Accounts Advance Rate.

“**Eligible Assignee**” means (a) a Credit Party or any of its Affiliates; (b) a bank, insurance company, or company engaged in the business of making commercial loans, which Person, together with its Affiliates, has a combined capital and surplus in excess of \$250.0 million; (c) an Approved Fund; (d) any Person to whom a Credit Party assigns its rights and obligations under this Agreement as part of an assignment and transfer of such Credit Party’s rights in and to a material portion of such Credit Party’s portfolio of asset based credit facilities, and (e) any other Person (other than a natural person) approved by (i) the Administrative Agent and each L/C Issuer, and (ii) unless an Event of Default under Section 8.01(a) or 8.01(g) has occurred and is continuing, the Borrower (each such approval not to be unreasonably withheld or delayed); provided that notwithstanding the foregoing, “Eligible Assignee” shall not include a Loan Party or any of the Loan Parties’ Affiliates or Subsidiaries; and provided further that any proposed assignee that would be a Fee Recipient will not be an Eligible Assignee unless such Person is a Permitted Investor.

“**Eligible Credit Card Receivables**” means Accounts due to the Borrower and the Subsidiary Guarantors on a non-recourse basis from Visa, Mastercard, American Express Company, Discover, and other credit card issuer and processors acceptable to the Administrative Agent in its reasonable discretion, as arise in the ordinary course of business (net of fees payable to the applicable credit card issuer), which have been earned by performance, and are deemed by the Administrative Agent in its reasonable discretion to be eligible for inclusion in the calculation of the Borrowing Base. Without limiting the foregoing, none of the following shall be deemed to be Eligible Credit Card Receivables:

(a) Accounts due from major credit card processors that have been outstanding for more than five (5) Business Days from the date of sale;

(b) Accounts due from major credit card processors with respect to which the Borrower or a Subsidiary Guarantor does not have good, valid and marketable title, free and clear of any Lien (other than Liens granted to the Collateral Agent for its own benefit and the ratable benefit of the other Credit Parties and Liens to secure the Term Facility);

(c) Accounts due from major credit card processors that are not subject to a first priority security interest in favor of the Collateral Agent for its own benefit and the ratable benefit of the other Credit Parties (it being the intent that chargebacks in the ordinary course by the credit card processors shall not be deemed violative of this clause);

(d) Accounts due from major credit card processors which are disputed, are subject to holdbacks (provided, that such Accounts shall only be ineligible to the extent of any such

holdbacks), are with recourse, or with respect to which a claim, counterclaim, offset or chargeback has been asserted (to the extent of such claim, counterclaim, offset or chargeback);

(e) Accounts due from major credit card processors as to which the credit card processor has the right under certain circumstances to require the Borrower or a Subsidiary Guarantor to repurchase the Accounts from such credit card processor;

(f) Accounts due from any Person on account of any private label credit card receivables other than such Accounts under programs between a Loan Party and a third party reasonably acceptable to the Administrative Agent where the third party retains the consumer credit exposure;

(g) Accounts due from major credit card processors which the Administrative Agent determines in its reasonable discretion to be uncertain of collection, or

(h) Accounts not subject to Credit Card Notification, except Accounts with credit card processors set forth on Schedule 6.12 for a period of 90 days following the Closing Date (or such longer period as may be agreed by the Administrative Agent in its sole discretion).

“Eligible In-Transit Inventory” means, as of any date of determination thereof, without duplication of other Eligible Inventory, Inventory:

(a) Which is in transit from one U.S. location of the Borrower or a Subsidiary Guarantor to another U.S. location of the Borrower or a Subsidiary Guarantor and which otherwise would constitute Eligible Inventory; or

(b) (i) Which has been shipped by a Foreign Subsidiary or other Person from a foreign location for receipt by the Borrower or a Subsidiary Guarantor within forty-five (45) days of the date of shipment, which has left such foreign location in a water borne vessel or is in transit from such vessel on ground in the U.S. but has not yet been delivered to such Borrower or Subsidiary Guarantor;

(ii) For which the purchase order is in the name of the Borrower or a Subsidiary Guarantor and title has passed to such Borrower or Subsidiary Guarantor;

(iii) For which Collateral Agent has a first priority perfected security interest in such Inventory and all documents of title with respect to such Inventory by either of the following: (x) the Administrative Agent shall have in its possession true and correct originals of all applicable negotiable bills of lading covering such Inventory or (y) (i) the Administrative Agent shall be named as the consignee on non-negotiable bills of lading covering such Inventory and (ii) the Agent shall have received a duly executed bailee agreement from each applicable broker, freight forwarder, bailee or carrier for such Inventory, in form and substance satisfactory to the Administrative Agent; provided, however, that in the event of any change in law or judicial interpretation thereof the Collateral Agent reasonably believes that any additional actions are required by the Borrower or Subsidiary Guarantor in order to ensure that the Collateral Agent has a first priority, perfected security interest in such Inventory, the Borrower or such Subsidiary Guarantor shall be required to take such actions in order for such Inventory to satisfy this clause (b)(iii);

(iv) Which, at such time, (A) a UCC financing statement naming the Collateral Agent as secured party is on file in the appropriate UCC filing office and (B) is not subject to any Liens in favor of Persons other than the Collateral Agent (other than any Permitted Liens);

(v) Which is insured in accordance with the terms of this Agreement; and

(vi) Which otherwise would constitute Eligible Inventory;

provided, that at any time, Eligible In-Transit Inventory (other than Eligible In-Transit Inventory which is in transit from one location of the Borrower or a Subsidiary Guarantor to another location of the Borrower or a Subsidiary Guarantor) shall not exceed 15% (or during the period from October 1 through December 31 of any Fiscal Year, 30%) of Eligible Inventory at such time.

“Eligible Inventory” means, as of the date of determination thereof, without duplication, (a) Eligible In-Transit Inventory and (b) items of Inventory of the Borrower or a Subsidiary Guarantor that are finished goods, merchantable and readily saleable to the public in the ordinary course deemed by the Administrative Agent in its reasonable discretion to be eligible for inclusion in the calculation of the Borrowing Base, in each case that, except as otherwise agreed by the Administrative Agent, complies with each of the representations and warranties respecting Inventory made by the Borrower and the Subsidiary Guarantors in the Loan Documents, and that is not excluded as ineligible by virtue of one or more of the criteria set forth below. The following items of Inventory shall not be included in Eligible Inventory:

(a) Inventory that is not solely owned by the Borrower or a Subsidiary Guarantor;

(b) Inventory that is leased by or is on consignment to the Borrower or a Subsidiary Guarantor or as to which the Borrower or a Subsidiary Guarantor does not have good and valid title thereto;

(c) Inventory (other than Eligible In Transit Inventory or Inventory which is the subject of an Eligible Letter of Credit) that is not located (x) in the United States of America (excluding Puerto Rico and other territories or possessions of the United States) or (y) at a location that is owned or leased by the Borrower or a Subsidiary Guarantor, except, in the case of clause (y), to the extent that the Borrower or the Subsidiary Guarantors have furnished the Administrative Agent with (i) any UCC financing statements or other documents that the Administrative Agent may determine to be necessary to perfect its security interest in such Inventory at such location, and (ii) after the period provided therefor in Schedule 6.19, a Collateral Access Agreement executed by the Person owning such location on terms reasonably acceptable to the Administrative Agent against the Eligible Inventory held at such location; provided, that in order for Inventory at a location to be deemed Eligible Inventory, after the period provided therefor in Schedule 6.19, Collateral Access Agreements are strictly required if such location is a distribution center or warehouse (excluding any warehouse or other storage facility utilized by a store location for storage of inventory after shipment from a distribution center if the Cost of Inventory at such warehouse or other storage facility is less than \$2.0 million), and for locations other than distribution centers and warehouses, such a Collateral Access Agreement shall be so required after the period provided therefor in Schedule 6.19 only if the Cost of the Inventory at such location is greater than \$2.0 million;

(d) Inventory that is comprised of goods which (i) are damaged, defective, “seconds,” or otherwise unmerchantable, (ii) are to be returned to the vendor, (iii) are obsolete or slow moving,

or custom items, work-in-process, raw materials, or that constitute spare parts, promotional, marketing, packaging and shipping materials or supplies used or consumed in the Borrower's or a Subsidiary Guarantor's business, (iv) are not in compliance with all standards imposed by any Governmental Authority having regulatory authority over such Inventory, its use or sale, (v) are vendor serviced merchandise not reflected in the stock ledger, (vi) are bill and hold goods, (vii) are "zero-quantity" or "zero-cost" items, or (viii) constitute foreign exchange rate (FX) losses reclassified to Inventory;

(e) Inventory that (i) is not subject to a perfected first-priority security interest in favor of the Collateral Agent for its own benefit and the ratable benefit of the other Credit Parties or (ii) is subject to any Lien other than a Permitted Liens solely of the type described in Sections 7.01(a), 7.01(c) and 7.01(d);

(f) Inventory that consists of samples, labels, bags, packaging, and other similar non-merchandise categories;

(g) Inventory that is not insured in compliance with the provisions of Section 6.07 hereof;

(h) Inventory that has been sold but not yet delivered or as to which the Borrower or a Subsidiary Guarantor has accepted a deposit;

(i) Inventory that is subject to any licensing, patent, royalty, trademark, trade name or copyright agreement with any third party from which the Borrower or any of its Subsidiaries has received notice of a dispute in respect of any such agreement, which would materially interfere with the use of such license, patent, trademark, trade name or copyright by the Borrower or any of its Subsidiaries; or

(j) Inventory acquired in an acquisition permitted under Section 7.03, unless and until the Collateral Agent has completed or received (i) an appraisal of such Inventory from appraisers satisfactory to the Collateral Agent, establishes an inventory advance rate and Inventory Reserves (if applicable) therefor, and otherwise agrees that such Inventory shall be deemed Eligible Inventory, and (ii) such other due diligence as the Agents may require, all of the results of the foregoing to be reasonably satisfactory to the Agents.

"Eligible Letter of Credit" means, as of any date of determination thereof, a Commercial Letter of Credit which supports the purchase of Inventory, (a) which Inventory does not constitute Eligible In-Transit Inventory and for which no documents of title have then been issued; (b) which Inventory otherwise would constitute Eligible Inventory, (c) which Commercial Letter of Credit has an expiry within forty-five (45) days of the date of determination, and (d) which Commercial Letter of Credit provides that it may be drawn only after the Inventory is completed and after documents of title have been issued for such Inventory reflecting the Borrower, a Subsidiary Guarantor, or the Collateral Agent as consignee of such Inventory.

"Enhanced Collateral Trigger Event" means that Excess Availability is less than 17.5% of the lesser of (i) the Borrowing Base and (ii) the Aggregate Commitments. For purposes of this Agreement, the occurrence of an Enhanced Collateral Trigger Event shall be deemed continuing until Excess Availability has equaled or exceeded 17.5% of the lesser of (i) Borrowing Base and (ii) the Aggregate Commitments for 30 consecutive days, in which case an Enhanced Collateral Trigger Event shall no longer be deemed to be continuing for purposes of this Agreement.

“Environmental Laws” means any and all Federal, state, local and foreign statutes, laws, regulations, ordinances, rules, common law, judgments, orders, decrees, permits, concessions, grants, franchises or licenses, relating to pollution or the protection of the environment or the Release or threat of Release of any hazardous substances, materials or wastes (including Hazardous Materials) into the environment or human health (to the extent related to exposure to Hazardous Materials), or generation, storage, treatment, transport or handling of any Hazardous Materials.

“Environmental Liability” means any liability, whether pending or threatened (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower, any other Loan Party or any of their respective Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Environmental Permit” means any permit, approval, identification number, license or other authorization required under any Environmental Law.

“Equity Interests” means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

“ERISA Affiliate” means any entity under common control with Holdings and the Borrower and which Holdings or the Borrower would be treated as a single employer within the meaning of Section 414 of the Code or Section 4001(a)(14) of ERISA.

“ERISA Event” means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by Holdings, the Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) with respect to any Pension Plan, a failure to satisfy the minimum funding standard under Sections 412 and 430 of the Code or Sections 302 and 303 of ERISA, whether or not waived; (d) a determination that any Pension Plan is, or is expected to be, in “at-risk” status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code); (e) a complete or partial withdrawal (within the meanings of Sections 4203 and 4205 of ERISA) by Holdings, the Borrower or any ERISA Affiliate from a Multiemployer Plan or receipt by Holdings or the Borrower of notice from any Multiemployer Plan that it is insolvent (within the meanings of Section 4245 of ERISA) or in “endangered” or “critical” status (within the meaning of Section 432 of the Code or Section 305 of ERISA); (f) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Section 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate under Section 4042 of ERISA a Pension Plan or

Multiemployer Plan; (g) the appointment of a trustee to administer under Section 4042 of ERISA any Pension Plan or Multiemployer Plan; or (h) with respect to any Pension Plan the imposition of a lien or the posting of a bond or other security pursuant to Section 436(f) of the Code or Section 206(g)(5) of ERISA.

“**EU Bail-In Legislation Schedule**” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

“**Event of Default**” has the meaning specified in Section 8.01. An “Event of Default” shall be deemed to be continuing unless and until that Event of Default has been duly waived as provided in Section 11.01.

“**Excess Availability**” means, as of any date of determination thereof by the Administrative Agent, the result, if a positive number, of:

- (a) The lesser of:
 - (i) the Borrowing Base; or
 - (ii) the Aggregate Commitments; minus
- (b) The aggregate of the outstanding Credit Extensions.

“**Excess Swing Line Loans**” has the meaning specified in Section 2.14(a).

“**Excluded Account**” means any (a) deposit account which is used solely for purposes of funding payroll, payroll taxes, employee benefit payments, (b) deposit accounts which are zero balance accounts, (c) other controlled disbursement accounts, (d) escrow, trust or other fiduciary accounts, (e) petty cash accounts, (f) deposit accounts to the extent holding funds from unredeemed gift cards, (g) cash collateral accounts securing obligations to the extent permitted to be cash collateralized hereunder and (h) other deposit accounts with a demand deposit balance not exceeding \$10,000 individually and \$100,000 in the aggregate at any time.

“**Excluded Property**” means (i) any permit, lease, license or contract held by any Loan Party that validly prohibits the creation by such Loan Party of a security interest therein; (ii) any property or assets held by any Loan Party to the extent that any requirement of Law applicable thereto prohibits the creation of a security interest therein; (iii) equipment owned by any Loan Party on the date hereof or hereafter acquired that is subject to a Lien securing indebtedness incurred for purposes of financing such item of equipment (a “**Purchase Money Obligation**”) or Capital Lease Obligation permitted to be incurred pursuant to Section 7.02 if the contract or other agreement in which such Lien is granted (or the documentation providing for such Purchase Money Obligation or Capital Lease Obligation) validly prohibits the creation of any other Lien on such equipment; and (iv) any property for which attaching a security interest would result in the forfeiture of the applicable Loan Party’s rights over the property (including any intent-to-use application for trademark or service mark registration prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use trademark or service mark application under applicable federal law); provided, that (a) such property shall constitute “Excluded Property” only to the extent and for so long as, in each case described in clauses (i) through (iv) of this definition, such permit, lease, license, contract or other agreement, requirement of Law, or negative pledge provision applicable thereto validly prohibits the creation of a Lien on such property in favor of the Collateral Agent (after giving effect to

Sections 9-406, 9-407(a), 9-408, and 9-409 of the UCC or other similar provisions of applicable law) and, upon the termination of such prohibition (howsoever occurring), such property shall cease to constitute “Excluded Property” and (b) Excluded Property shall not include any proceeds, substitutions or replacements of any Excluded Property (unless such proceeds, substitutions or replacements would otherwise constitute Excluded Property). Except with respect to the Swedish Pledge Agreement and as specified by the Collateral Agent, no Loan Party shall be required to take any action under the Law of any non-U.S. jurisdiction to create or perfect a security interest in any assets located outside the United States or any other assets that require such action, including any intellectual property registered in any non-U.S. jurisdiction (and no security agreements or pledge agreements governed under the Laws of any non-U.S. jurisdiction shall be required), including any intellectual property registered in any non-U.S. jurisdiction (and no security agreements or pledge agreements governed under the Laws of any non-U.S. jurisdiction shall be required).

“**Excluded Swap Obligation**” means, with respect to any Loan Party, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Loan Party of, or the grant by such Loan Party of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Loan Party’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time such Loan Party’s obligations under the last paragraph of Section 10.01 become effective with respect to such related Swap Obligation.

“**Excluded Taxes**” means, with respect to the Agents, any Lender, each L/C Issuer or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) taxes imposed on or measured by its overall net income (however denominated), franchise taxes imposed on it (in lieu of net income taxes) and branch profits taxes, in each case, (i) imposed as a result of such recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Borrower under Section 11.13), any U.S. federal withholding tax to the extent imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new Lending Office) except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from the Borrower with respect to such withholding tax pursuant to Section 3.01; (c) taxes attributable to a recipient’s failure to comply with Section 3.01(g), 3.01(h) or 3.01(i) and (d) any tax imposed under FATCA.

“**Existing Letters of Credit**” means the Letters of Credit set forth on Schedule 2.03.

“**Facility**” means the Commitments, Loans and other Credit Extensions under this Agreement.

“**FATCA**” means Sections 1471 through 1474 of the Code, as of the date of this Agreement, (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations promulgated thereunder or official interpretations thereof, any agreement entered into pursuant to Section 1471(b)(1) of the Code, any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to such intergovernmental agreement.

“**Federal Funds Effective Rate**” means, for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions (as determined in such manner as shall be

set forth on the NYFRB's Website from time to time) and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate, provided that, if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

"Fee Letter" means the letter agreement, dated as of the date hereof, among the Borrower and Eclipse, as such letter agreement may from time to time be amended, restated, supplemented or otherwise modified from time to time.

"Fee Recipient" means any Person (other than the Administrative Agent in its capacity as such) that will be entitled to receive any payment of fees (however denominated), including, without limitation, any Commitment Fee or any Letter of Credit Fee.

"First Priority" means, with respect to any Lien purported to be created on any Collateral pursuant to any Collateral Document, that such Lien is the most senior Lien to which such Collateral is subject (subject to, in the case of Mortgages, Permitted Encumbrances).

"Fiscal Month" means any fiscal month of any Fiscal Year.

"Fiscal Quarter" means any fiscal quarter of any Fiscal Year.

"Fiscal Year" means any period of twelve consecutive Fiscal Months ending on the Saturday closest to March 31 in each calendar year (except for 53-week years).

"Flood Documentation" means, with respect to each Mortgaged Property located in the United States or any territory thereof, (i) a completed "life-of-loan" Federal Emergency Management Agency standard flood hazard determination (together with a notice about Special Flood Hazard Area status and flood disaster assistance duly executed by the Borrower and the applicable Loan Party relating thereto) and (ii) a copy of, or a certificate as to coverage under, and a declaration page relating to, the insurance policies required by Section 6.07 hereof and the applicable provisions of the Collateral Documents, each of which shall (A) be endorsed or otherwise amended to include a "standard" or "New York" lender's loss payable or mortgagee endorsement (as applicable), (B) name the Collateral Agent, on behalf of the Credit Parties, as additional insured and loss payee/mortgagee and (C) identify the address of each property located in a Special Flood Hazard Area, the applicable flood zone designation and the flood insurance coverage and deductible relating thereto and (iii) be otherwise in form and substance reasonably satisfactory to the Administrative Agent.

"Flood Insurance Laws" means, collectively, (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (iii) the National Flood Insurance Reform Act of 1994 as now or hereafter in effect or any successor statute thereto and (iv) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto.

"Floor" means 2.00%.

"Foreign Lender" means any Lender or L/C Issuer that is not, for U.S. federal income tax purposes, (a) an individual who is a citizen or resident of the United States, (b) a corporation, partnership or other entity treated as a corporation or partnership created or organized in or under the laws of the United States, or any political subdivision thereof, (c) an estate whose income is subject to U.S. federal income taxation regardless of its source or (d) a trust if a court within the United States is able to exercise primary supervision over the administration of such trust and one or more United States persons have the authority

to control all substantial decisions of such trust. In addition, solely for purposes of clause (b) of the definition of “Excluded Taxes”, a Foreign Lender shall include a partnership or other entity treated as a partnership created or organized in or under the laws of the United States, or any political subdivision thereof, but only to the extent the partners of such partnership (including indirect partners if the direct partners are partnerships or other entities treated as partnerships for U.S. federal income tax purposes created or organized in or under the laws of the United States, or any political subdivision thereof) are treated as Foreign Lenders under the preceding sentence.

“**Foreign Plan**” means any employee benefit plan, program, policy, arrangement or agreement maintained or contributed to by, or entered into with, Holdings, the Borrower or any Subsidiary with respect to employees employed by Holdings, the Borrower or any Subsidiary outside the United States that is not subject to the laws of the United States.

“**Foreign Subsidiary**” means any Subsidiary that is not a Domestic Subsidiary.

“**FRB**” means the Board of Governors of the Federal Reserve System of the United States.

“**Fund**” means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

“**GAAP**” means generally accepted accounting principles in the United States, as in effect from time to time; provided, however, that if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof (including through the adoption of IFRS) on the operation of such provisions (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof (including through the adoption of IFRS), then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

“**Governmental Authority**” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supranational bodies such as the European Union or the European Central Bank).

“**Guarantee**” means, as to any Person, without duplication (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the “**primary obligor**”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other monetary obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other monetary obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other monetary obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or

in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other monetary obligation of any other Person, whether or not such Indebtedness or other monetary obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien); provided that the term “Guarantee” shall not include endorsements for collection or deposit, in either case in the ordinary course of business. The amount of any Guarantee shall be deemed to be an amount equal to, with respect to clause (a) above, the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith or, with respect to clause (b) above, the fair market value of the property subject to (or contemplated to be subject to) such Lien as determined by the guaranteeing Person in good faith. The term “Guarantee” as a verb has a corresponding meaning.

“**Guarantors**” means, collectively, Holdings and each Domestic Subsidiary of the Borrower.

“**Guaranty**” means the guaranty contained in Article X hereof made by the Guarantors in favor of the Credit Parties.

“**Hazardous Materials**” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated or defined as hazardous or toxic (or words of similar import) pursuant to any Environmental Law.

“**Holdings**” has the meaning specified in the Preliminary Statements.

“**IFRS**” means International Financial Reporting Standards and applicable accounting requirements set by the International Accounting Standards Board or any successor thereto (or the Financial Accounting Standards Board, the Accounting Principles Board of the American Institute of Certified Public Accountants, or any successor to either such Board, or the SEC, as the case may be), as in effect from time to time.

“**Indebtedness**” means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

- (a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;
- (b) the maximum amount (after giving effect to any prior drawings or reductions that may have been reimbursed) of all outstanding letters of credit (including standby and commercial letters of credit), bankers’ acceptances, bank guaranties, surety bonds and similar instruments issued or created by or for the account of such Person;
- (c) net obligations of such Person under any Swap Contract;
- (d) all obligations of such Person to pay the deferred purchase price of property or services (other than (i) trade accounts payable in the ordinary course of business which are being disputed in good faith by appropriate proceedings or which are not past due for more than 120 days after the date on which such trade account was created, (ii) any bona fide earn-out obligation or purchase price adjustment until such obligation is not paid after becoming due and payable and (iii) accruals for payroll and other liabilities in the ordinary course of business);

- (e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;
- (f) all Attributable Indebtedness of such Person;
- (g) all obligations of such Person to in respect of Disqualified Equity Interests; and
- (h) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is non-recourse to such Person. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of outstanding Indebtedness as of any date shall be the principal amount or accreted value thereof at such date.

“Indemnified Taxes” means Taxes other than Excluded Taxes imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document.

“Indemnitee” has the meaning specified in Section 11.04(b).

“Independent Financial Advisor” means an accounting, appraisal, investment banking firm or consultant of nationally recognized standing that is, in the good faith judgment of the Borrower, qualified to perform the task for which it has been engaged and that is independent of the Borrower and its Affiliates.

“Information” has the meaning specified in Section 11.07.

“Intellectual Property” means all present and future: trade secrets, know-how and other proprietary information; trademarks, internet domain names, service marks, trade dress, trade names, business names, designs, logos, slogans, indicia of origin, and other source and/or business identifiers, and all registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights and copyright applications; unpatented inventions (whether or not patentable); patents and patent applications; license agreements related to any of the foregoing; all other intellectual property; and all common law and other rights throughout the world in and to all of the foregoing.

“Intercreditor Agreement” means the Intercreditor Agreement, dated as of the date hereof, by and among the Collateral Agent and the Term Loan Agent, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“Interest Payment Date” means (a) with respect to any Base Rate Loan (including a Swing Line Loan), the first Business Day after the end of each calendar month, upon any prepayment and the Scheduled Maturity Date, (b) [reserved], and (c) with respect to any Term Benchmark Loan, the first day of each calendar month, upon any prepayment and the Scheduled Maturity Date.

“Inventory” has the meaning given that term in the UCC, and shall also include, without limitation, all: (a) goods which (i) are leased by a Person as lessor, (ii) are held by a Person for sale or lease or to be furnished under a contract of service, (iii) are furnished by a Person under a contract of service, or (iv) consist of raw materials, work in process, or materials used or consumed in a business; (b) goods of

said description in transit; (c) goods of said description which are returned, repossessed or rejected; and (d) packaging, advertising, and shipping materials related to any of the foregoing.

“**Inventory Component**” means (a) Eligible Inventory, net of Inventory Reserves, valued at cost, multiplied by (b) the Appraised Value Percentage, multiplied by 100%.

“**Inventory Reserves**” means such reserves as may be established from time to time by the Administrative Agent in the Administrative Agent’s reasonable discretion which negatively affect the saleability, at retail, of the Eligible Inventory or which reflect such other factors as negatively affect the market value of the Eligible Inventory. Without limiting the generality of the foregoing, Inventory Reserves may include (but are not limited to) reserves based on:

- (a) Obsolescence;
- (b) Seasonality;
- (c) [reserved];
- (d) [reserved];
- (e) Change in Inventory character;
- (f) Change in Inventory composition;
- (g) Change in Inventory mix;
- (h) Markdowns (both permanent and point of sale);
- (i) Retail markdowns and markups inconsistent with prior period practice and performance, industry standards, current business plans or advertising calendar and planned advertising events; and
- (j) Out-of-date and/or expired Inventory.

“**Investment**” means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or interest in, another Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the assets of another Person or of the assets of another Person that constitute a discrete business unit. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested (measured at the time made (which, in the case of any Investment constituting the contribution of an asset or property, shall be based on the Borrower’s good faith estimate of the fair market value of such asset or property at the time such Investment is made)), without adjustment for subsequent changes in the value of such Investment, net of any return representing a return of capital with respect to such Investment.

“**IRS**” means the United States Internal Revenue Service.

“**ISDA Definitions**” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.

“**ISP**” means, with respect to any Letter of Credit, the “International Standby Practices 1998” published by the Institute of International Banking Law & Practice (or such later version thereof as may be in effect at the time of issuance).

“**Issuer Documents**” means with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by any L/C Issuer and the Borrower (or any Subsidiary Guarantor) or in favor of such L/C Issuer and relating to any such Letter of Credit.

“**Landlord Lien State**” means such state(s) in which a landlord’s claim for rent has priority over the lien of the Collateral Agent in any of the Collateral (including, without limitation, Virginia, Pennsylvania, and Washington).

“**Laws**” means, collectively, all international, foreign, Federal, state and local statutes, laws (including common law), treaties, rules, guidelines, regulations, judgments, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“**L/C Credit Extension**” means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof.

“**L/C Issuer**” means Wells Fargo Bank, National Association, BMO, Capital One, Truist Bank, or any other Person that, at the request of Borrower and with the consent of the Administrative Agent, agrees, in such Person’s sole discretion to become an L/C Issuer for the purpose of issuing Letters of Credit pursuant to Section 2.03.

“**L/C Obligations**” means, as at any date of determination, the aggregate undrawn amount available to be drawn under all outstanding Letters of Credit plus the aggregate of all Unreimbursed Amounts, including all Letter of Credit Disbursements. For purposes of computing the amounts available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.07. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be “outstanding” in the amount so remaining available to be drawn.

“**Lease**” means any agreement, whether written or oral, no matter how styled or structured, pursuant to which a Loan Party is entitled to the use or occupancy of any space in a structure, land, improvements or premises for any period of time.

“**Lender**” has the meaning specified in the introductory paragraph hereto and their respective successors and assigns as permitted hereunder, each of which is referred to herein as a “**Lender**”; as the context requires, the term “**Lender**” includes the Swing Line Lender.

“**Lending Office**” means, as to any Lender, the office or offices of such Lender described as such in such Lender’s Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent.

“**Letter of Credit**” means any letter of credit issued hereunder.

“Letter of Credit Application” means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by any L/C Issuer.

“Letter of Credit Collateralization” means any of the following, at the option of the Borrower:

(a) providing cash collateral (pursuant to documentation reasonably satisfactory to the Administrative Agent (including that the Administrative Agent has a first priority perfected Lien in such cash collateral) to be held by the Administrative Agent for the benefit of the Revolving Lenders in an amount equal to 105% of the then existing Letter of Credit Usage;

(b) delivering to the Administrative Agent documentation executed by all beneficiaries under the Letters of Credit, in form and substance reasonably satisfactory to the Administrative Agent and the applicable L/C Issuer, terminating all of such beneficiaries’ rights under the Letters of Credit;

(c) providing the Administrative Agent with a standby letter of credit, in form and substance reasonably satisfactory to the Administrative Agent, from a commercial bank acceptable to the Administrative Agent (in its sole discretion) in an amount equal to 105% of the then existing Letter of Credit Usage; or

(d) the Borrower making other arrangements with respect to the Letters of Credit of the applicable L/C Issuer satisfactory to such L/C Issuer in its sole discretion.

“Letter of Credit Disbursement” means a payment made by an L/C Issuer pursuant to a Letter of Credit.

“Letter of Credit Expiration Date” means the day that is five days prior to the Scheduled Maturity Date or, if such day is not a Business Day, the next preceding Business Day.

“Letter of Credit Fee” has the meaning specified in Section 2.09(c).

“Letter of Credit Sublimit” means an amount equal to \$15.0 million. The Letter of Credit Sublimit is part of, and not in addition to, the Aggregate Commitments. A permanent reduction of the Aggregate Commitments shall not require a corresponding pro rata reduction in the Letter of Credit Sublimit; provided, however, that if the Aggregate Commitments are reduced to an amount less than the Letter of Credit Sublimit, then the Letter of Credit Sublimit shall be reduced to an amount equal to (or, at the Borrower’s option, less than) the Aggregate Commitments.

“Lien” means any mortgage, pledge, hypothecation, collateral assignment, encumbrance, lien (statutory or other), charge, preference, or priority in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to Real Estate, and any capital lease having substantially the same economic effect as any of the foregoing).

“Liquidation” means the exercise by the Administrative Agent or Collateral Agent of those rights and remedies accorded to such Agents under the Loan Documents and applicable Law as a creditor of the Loan Parties with respect to the realization on the Collateral, including (after the occurrence and continuation of an Event of Default) the conduct by the Loan Parties acting with the consent of the Administrative Agent, of any public, private or going out of business sale or other disposition of the

Collateral for the purpose of liquidating the Collateral. Derivations of the word “Liquidation” (such as “Liquidate”) are used with like meaning in this Agreement.

“**Loan**” means an extension of credit by a Lender to the Borrower under Article II in the form of a Committed Loan or any Swing Line Loan.

“**Loan Account**” has the meaning assigned to such term in Section 2.11(a).

“**Loan Documents**” means, collectively, (a) this Agreement, (b) [reserved], (c) the Collateral Documents, (d) the Fee Letter, (e) [reserved] and (f) any agreement entered into after the Closing Date between or among the Borrower, the Administrative Agent and/or any other Credit Party or any of their Affiliates in connection with this Agreement or any transactions contemplated hereby which, in the case of this clause (f), is specified by its terms as a “Loan Document” hereunder.

“**Loan Parties**” means, collectively, the Borrower and each Guarantor.

“**Material Adverse Effect**” means (a) any change, circumstance, event or effect that would be materially adverse to the assets, liabilities, business, financial condition or results of operations of Holdings and its Subsidiaries taken as a whole; (b) a material impairment of the rights and remedies of the Administrative Agent, the Collateral Agent or any Lender under any Loan Document, or of the ability of any of Holdings, the Borrower or any Subsidiary to perform its obligations under any Loan Document to which it is a party; (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any of Holdings, the Borrower or any Subsidiary of any Loan Document to which it is a party; or (d) a material adverse effect on the ability of the Loan Parties, taken as a whole, to perform their payment obligations to the Lenders, in each case, under the Loan Documents; provided, that, the Chapter 11 Cases, the entry of the Confirmation Order and the facts disclosed publicly in the filings made in connection therewith and the consummation of the Approved Plan of Reorganization in accordance with such Approved Plan of Reorganization shall not constitute a Material Adverse Effect.

“**Material Indebtedness**” means Indebtedness (other than the Obligations) of any of Holdings or any of its Subsidiaries in an aggregate principal amount exceeding \$10.0 million; provided that the Term Facility shall be deemed to be Material Indebtedness. For purposes of determining the amount of Material Indebtedness at any time, the amount of the obligations in respect of any Swap Contract at such time shall be calculated at the Swap Termination Value thereof.

“**Material Intellectual Property**” means any Intellectual Property that, individually or in the aggregate, is material to the operation of the business of the Borrower and its Subsidiaries, taken as a whole.

“**Material Subsidiary**” means, at any date of determination, any Subsidiary or group of Subsidiaries (a) whose total assets at the last day of the most recently ended fiscal quarter were equal to or greater than 5% of the consolidated total assets of Holdings and its Subsidiaries at such date, or (b) whose gross revenues for such the most recently ended four consecutive fiscal quarter period were equal to or greater than 5% of the consolidated gross revenues of Holdings and its Subsidiaries for such period, in each case determined in accordance with GAAP.

“**Maximum Rate**” has the meaning specified in Section 11.09.

“**Measurement Period**” means, at any date of determination, the most recently completed four consecutive Fiscal Quarters of Holdings and its Subsidiaries for which financial statements pursuant to Section 6.01(a) or (a) have been, or were required to have been, delivered for the applicable fiscal period.

“**Moody’s**” means Moody’s Investors Service, Inc. and any successor thereto.

“**Mortgage**” means any deed of trust, trust deed, deed to secure debt, mortgage or other similar instrument, as applicable, creating a real property Lien on and security interest in Real Estate in favor of Collateral Agent on behalf of the Credit Parties, in each case in form and substance reasonably satisfactory to the Administrative Agent and its counsel.

“**Mortgage Policy**” has the meaning specified in Section 6.12(b).

“**Mortgaged Property**” means each parcel of Real Estate owned in fee by any Loan Party, if any, which shall be subject to a Mortgage pursuant to Section 6.12.

“**Multiemployer Plan**” means a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA, to which Holdings, the Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions on behalf of participants who are or were employed by any of them.

“**Net Cash Proceeds**” means with respect to any Disposition by the Borrower or any of its Subsidiaries, the excess, if any, of (a) the sum of cash and Cash Equivalents received in connection with such transaction (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received) over (b) the sum of (i) the principal amount of any Indebtedness (plus any premium or other required payment on account thereof) that is secured by a Lien having priority over the Lien of the Collateral Agent (if any) on the applicable asset and that is required to be repaid in connection with such transaction (other than Indebtedness under the Loan Documents, but including, the payment of the proceeds from any Term Priority Collateral in reduction of the Indebtedness under the Term Facility) and (ii) the reasonable out-of-pocket expenses incurred by Borrower or such Subsidiary in connection with such transaction.

“**Notes**” means the promissory notes of the Borrower substantially in the form of Exhibit E, each payable to a Lender, evidencing the Loans made by the Lenders, as each may be amended, supplemented or modified from time to time.

“**Notice of Borrowing**” means a notice of a Borrowing, which, if in writing, shall be substantially in the form of Exhibit A-1.

“**NPL**” means the National Priorities List under CERCLA.

“**NYFRB**” means the Federal Reserve Bank of New York.

“**NYFRB Rate**” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day to the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“**NYFRB’s Website**” means the website of the NYFRB at <http://www.newyorkfed.org>, or any successor source.

“Obligations” means all debts (including principal, interest, fees, costs, and expenses), liabilities, obligations, covenants, indemnities, and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan or Letter of Credit (including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral therefor), whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

“Organization Documents” means (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, limited partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

“Other Connection Taxes” means, with respect to any Agents, any Lender, each L/C Issuer or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, Taxes imposed as a result of a present or former connection between such recipient and the jurisdiction imposing such Tax (other than connections arising from such recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

“Other Taxes” means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies (including any interest, additions to tax or penalties applicable thereto) arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

“Outstanding Amount” means (a) with respect to Committed Loans and Swing Line Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Committed Loans and Swing Line Loans, as the case may be, occurring on such date; and (b) with respect to any L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements by the Borrower of Unreimbursed Amounts.

“Overadvance” means a Credit Extension to the extent that, immediately after its having been made, Excess Availability is less than zero.

“Overnight Bank Funding Rate” means, for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in Dollars by U.S.-managed banking offices of depository institutions (as such composite rate shall be determined by the NYFRB as set forth on the NYFRB’s Website from time to time) and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

“**Participant**” has the meaning specified in Section 11.06(d).

“**Participant Register**” has the meaning specified in Section 11.06(d).

“**Payment**” has the meaning specified in Section 9.18(a).

“**Payment Conditions**” means, and will be deemed to be satisfied with respect to any particular action as to which the satisfaction of the Payment Conditions is being determined if, after giving effect to the taking of such action:

(a) no Default or Event of Default then exists or would arise as a result of entering into such transaction or the making such payment;

(b) Excess Availability for each day in the 90-day period prior to such action and on the date of such proposed action (after giving pro forma effect to such payment or transaction) would exceed 25% of the Borrowing Base; and

(c) the Administrative Agent has received a certificate from a Responsible Officer of Borrower certifying as to the calculations and satisfaction of the conditions set forth in foregoing clauses (a) and (b) above, which calculations shall be true and correct in all material respects.

“**Payment Notice**” has the meaning specified in Section 9.18(b).

“**PBGC**” means the Pension Benefit Guaranty Corporation.

“**PCAOB**” means the Public Company Accounting Oversight Board.

“**Pension Plan**,” means any “employee pension benefit plan” (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Section 412 of the Code or Title IV of ERISA and is sponsored or maintained by Holdings, the Borrower or any ERISA Affiliate or to which Holdings, the Borrower or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five plan years on behalf of participants who are or were employed by any of them.

“**Perfection Certificate**” means a certificate in the form of Exhibit H-1 or any other form approved by the Collateral Agent, as the same shall be supplemented from time to time by a Perfection Certificate Supplement or otherwise.

“**Perfection Certificate Supplement**” means a certificate supplement in the form of Exhibit H-2 or any other form approved by the Collateral Agent.

“**Permitted Encumbrances**” has the meaning specified in the Mortgages.

“**Permitted Holdco Debt**” means Indebtedness of Holdings that (a) is not subject to any Guarantee by the Borrower or any other Subsidiary, (b) will not mature prior to the date that is 180 days after the Scheduled Maturity Date, (c) has no scheduled amortization or mandatory redemption of principal (excluding customary offers to purchase under certain circumstances, such as a “change in control”) prior to the date that is 180 days after the Scheduled Maturity Date, (d) does not require or permit payments in cash of interest or other amounts in the nature of interest prior to the date that is 180 days after the Scheduled Maturity Date, (e) is subordinated to the Obligations on terms reasonably acceptable to the Administrative

Agent, (f) is unsecured, (g) is not convertible into or exchangeable for any Indebtedness or Equity Interests other than Equity Interests in Holdings (other than Disqualified Equity Interests) on market terms, (h) has covenants, defaults and remedies provisions customary for senior discount notes of an issuer that is the parent of a borrower under senior credit facilities, and (i) the net proceeds from which are contributed by Holdings to the Borrower or any of the Subsidiaries for its general corporate purposes.

“**Permitted Holders**” means [●].

“**Permitted Indebtedness**” has the meaning specified in Section 7.02.

“**Permitted Investor**” means any Fee Recipient that, with respect to all payments of fees (however denominated) to be paid under this Agreement or any other Loan Document, is entitled to a complete exemption from United States Federal withholding tax at the time such Person becomes a party to this Agreement (and absent a subsequent change in law, at all times thereafter); provided that any Person claiming an exemption with respect to fees pursuant to Internal Revenue Service Form W-8BEN or W-8BEN-E, as applicable, (directly or indirectly through Internal Revenue Service Form W-8IMY) will not be a Permitted Investor unless such exemption is based on the “business profits” or “other income” articles of a tax treaty to which the United States is a party; and provided further that a Person shall not be a Permitted Investor unless it provides the Borrower and the Administrative Agent with one or more executed original copies (as requested by the Borrower or the Administrative Agent) of Internal Revenue Service Form W-9 (or its successor form) or the applicable Internal Revenue Service Form W-8 (or its successor form) no later than the date such Person becomes a party.

“**Permitted Lien**” has the meaning specified in Section 7.01.

“**Permitted Overadvance**” means an Overadvance made by the Administrative Agent, in its discretion, which:

- (a) Is made to maintain, protect or preserve the Collateral and/or the Credit Parties’ rights under the Loan Documents or which is otherwise for the benefit of the Credit Parties; or
- (b) Is made to enhance the likelihood of, or to maximize the amount of, repayment of any Obligation;
- (c) Is made to pay any other amount chargeable to any Loan Party hereunder; and
- (d) Together with all other Permitted Overadvances then outstanding, shall not
 - (i) exceed five percent (5%) of the Borrowing Base in the aggregate outstanding at any time or
 - (ii) unless a Liquidation is taking place, remain outstanding for more than forty-five (45) consecutive Business Days, or
 - (iii) be made on more than two occasions in any 180 day period;

provided, however, that the foregoing shall not (i) modify or abrogate any of the provisions of Section 2.03 regarding the Lenders’ obligations with respect to L/C Obligations, or (ii) result in any claim or liability against the Administrative Agent (regardless of the amount of any Overadvance) for “inadvertent Overadvances” (*i.e.*, where an Overadvance results from changed circumstances beyond the control of the Administrative Agent (such as a reduction in the collateral value)), and such “inadvertent Overadvances” shall not reduce the amount of Permitted Overadvances allowed hereunder, and provided further that in no event shall the Administrative Agent make an Overadvance, if after giving effect thereto, the principal amount of the Credit Extensions would exceed the Aggregate Commitments (as in effect prior to any termination of the Commitments pursuant to Section 2.06, hereof).

“Permitted Protest” means the protest by the Borrower or any Subsidiary of any Lien (other than any such Lien that secures the Obligations), taxes, or rental payment, provided that (a) a reserve with respect to such obligation is established on the books and records of the applicable Person in such amount (if any) to the extent required under GAAP, (b) any such protest is prosecuted diligently by the Borrower or such Subsidiary, as the case may be, in good faith, by appropriate proceedings, and (c) such protest effectively suspends collection of the contested obligation and enforcement of any Lien securing such obligation.

“Permitted Refinancing Indebtedness” means, with respect to any Person, any modification, refinancing, refunding, renewal or extension of any Indebtedness of such Person (or any successor of such Person) by such Person or its successor; provided, that (a) the principal or committed amount (or accreted value, if applicable) thereof does not exceed the sum of (i) the outstanding principal or committed amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed or extended plus (ii) prepayment premiums and other reasonable amounts paid, and fees (including original issue discount and upfront fees) and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal or extension, (b) other than with regard to Permitted Refinancing Indebtedness in respect of Indebtedness permitted pursuant to Section 7.02(e) or Section 7.02(g), such modification, refinancing, refunding, renewal or extension has (i) a final maturity date equal to or later than the final maturity date of the Indebtedness being modified, refinanced, refunded, renewed or extended and (ii) a weighted average life to maturity equal to or greater than the weighted average life to maturity of the Indebtedness being modified, refinanced, refunded, renewed or extended, (c) if the Indebtedness being modified, refinanced, refunded, renewed or extended is Subordinated Indebtedness, such modification, refinancing, refunding, renewal or extension (i) is subordinated in right of payment to the Obligations on terms at least as favorable, taken as a whole, to the Lenders as those contained in the documentation governing the Subordinated Indebtedness being modified, refinanced, refunded, renewed or extended, (ii) does not require payments of cash interest prior to the date that is six months following the maturity date of the Indebtedness being refinanced in amounts greater than was required by the Indebtedness being refinanced, and (iii) contains covenants and events of default that are not more restrictive taken as a whole than the covenants and events of default contained in the documentation governing the Indebtedness being refinanced (as determined in good faith by the Borrower), and (d) no property of any Loan Party or Subsidiary shall constitute collateral security for the Indebtedness so modified, refinanced, refunded, renewed, or extended other than any Permitted Liens.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, limited partnership, Governmental Authority or other entity.

“Plan” means any “employee benefit plan” (as such term is defined in Section 3(3) of ERISA) established or maintained by Holdings, the Borrower or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate.

“Plan Asset Regulations” means 29 CFR § 2510.3-101 et seq., as modified by Section 3(42) of ERISA, as amended from time to time.

“Platform” has the meaning specified in Section 6.02.

“Pledge Agreement” means the Pledge Agreement dated as of the date hereof, among the Loan Parties and the Collateral Agent, together with each other pledge agreement and pledge agreement supplement delivered pursuant to Section 6.12(a)(ii), as amended.

“Pledged Debt” means any debt instrument constituting Collateral under any of the Collateral Documents.

“**Pledged Equity**” means any certificated equity security constituting Collateral under any of the Collateral Documents.

“**Prepetition Appraisal**” means the inventory appraisal dated August 27, 2024 by Gordon Brothers Asset Advisors, LLC, provided by Borrower to the Administrative Agent prior to the Closing Date.

“**Prime Rate**” means the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the FRB in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the FRB (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

“**PTE**” means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

“**Public Lender**” has the meaning specified in Section 6.02.

“**Real Estate**” means all Leases and all land, together with the buildings, structures, parking areas, and other improvements thereon, now or hereafter owned by any Loan Party.

“**Reference Time**” with respect to any setting of the then-current Benchmark means, (a) if such Benchmark is the Term SOFR Rate, 5:00 a.m. (Chicago time) on the day that is two (2) U.S. Government Securities Business Days preceding the date of such setting, (b) [reserved] or (c) if such Benchmark is not the Term SOFR Rate, the time determined by the Administrative Agent in its reasonable discretion.

“**Register**” has the meaning specified in Section 11.06(c).

“**Registered Public Accounting Firm**” has the meaning specified by the Securities Laws and shall be independent of Holdings and its Subsidiaries as prescribed by the Securities Laws.

“**Regulation T**” means Regulation T of the FRB, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“**Regulation U**” means Regulation U of the FRB, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“**Regulation X**” means Regulation X of the FRB, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“**Related Parties**” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person’s Affiliates.

“**Release**” means any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, dispersing, or migrating of any Hazardous Material into or through the environment.

“**Relevant Governmental Body**” means the FRB and/or the NYFRB, or a committee officially endorsed or convened by the FRB and/or the NYFRB or, in each case, any successor thereto.

“**Relevant Rate**” means with respect to any Term Benchmark Borrowing, the Term SOFR Rate.

“**Reportable Event**” means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period has been waived by regulation.

“**Reports**” has the meaning provided in Section 9.12(b).

“**Request for Credit Extension**” means (a) with respect to a Borrowing of Committed Loans, a Notice of Borrowing, (b) with respect to an L/C Credit Extension, a Letter of Credit Application, and (c) with respect to a Swing Line Loan, a Notice of Borrowing.

“**Required Lenders**” means, as of any date of determination, (a) if there are less than three Lenders at such time, all Lenders, and (b) if there are three or more Lenders at such time, (i) Lenders holding more than 50% of the Aggregate Commitments or, (ii) if the Aggregate Commitments of the Lenders to make Loans and the obligation of the Administrative Agent to cause the L/C Issuers to make L/C Credit Extensions have been terminated pursuant to Section 8.02, Lenders holding in the aggregate more than 50% of the Total Outstandings (with the aggregate amount of each Lender’s risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed “held” by such Lender for purposes of this definition); provided that the Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

“**Reserves**” means all (if any) Inventory Reserves and Availability Reserves.

“**Resolution Authority**” means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“**Responsible Officer**” means the chief executive officer, president, chief financial officer, chief administrative officer, any executive or senior vice president, vice president of finance and treasury, treasurer, assistant treasurer or controller of a Loan Party or any of the other officers designated in writing to the Administrative Agent by an existing Responsible Officer of a Loan Party as an authorized signatory of any certificate or other document to be delivered hereunder. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

“**Restricted Payment**” means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest of Holdings or any of its Subsidiaries, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such Equity Interest, or on account of any return of capital to Holdings’ or any of its Subsidiaries’ direct or indirect stockholders, partners or members (or the equivalent of any thereof

“**S&P**” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, and any successor thereto.

“**Sanctioned Country**” means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (as of the Closing Date, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, Cuba, Iran, North Korea, Syria and the Crimea, Zaporizhzhia and Kherson Regions of Ukraine).

“**Sanctioned Person**” means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, or the U.S. Department of State or by the United Nations Security Council, the European Union or any European Union member state, His Majesty’s Treasury of the United Kingdom or other relevant sanctions authority, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b), or (d) any Person otherwise the subject of Sanctions.

“**Sanctions**” means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union, any European Union member state, His Majesty’s Treasury of the United Kingdom or other relevant sanctions authority.

“**Scheduled Maturity Date**” has the meaning specified in Section 2.07(a).

“**SEC**” means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

“**Second Priority**” means, with respect to any Lien purported to be created in any Term Priority Collateral pursuant to any Collateral Document, that such Lien is second in priority only to the Liens created under the Term Loan Documents in accordance with the Intercreditor Agreement (subject to (a) in the case of Mortgages, Permitted Encumbrances, and (b) otherwise, Permitted Liens).

“**Securities Act**” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“**Securities Laws**” means the Securities Act, the Securities Exchange Act of 1934, the Sarbanes-Oxley Act of 2002 (in each case, as amended), and the applicable accounting and auditing principles, rules, standards and practices promulgated, approved or incorporated by the SEC or the PCAOB.

“**Security Agreement**” means the Security Agreement dated as of the date hereof, among the Loan Parties and the Collateral Agent, together with each other security agreement and security agreement supplement delivered pursuant to Section 6.12(a)(ii), as amended.

“**Settlement Date**” has the meaning specified in Section 2.14(a).

“**Shrink**” means Inventory which has been lost, misplaced, stolen, or is otherwise unaccounted for.

“**SOFR**” means a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator.

“**SOFR Administrator**” means the NYFRB (or a successor administrator of the secured overnight financing rate).

“**SOFR Administrator’s Website**” means the NYFRB’s Website, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“**SOFR Determination Date**” has the meaning specified in the definition of “Daily Simple SOFR”.

“SOFR Rate Day” has the meaning specified in the definition of “Daily Simple SOFR”.

“Solvent” and **“Solvency”** mean, with respect to any Person on any date of determination, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person’s ability to pay such debts and liabilities as they mature, (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person’s property would constitute an unreasonably small capital, and (e) such Person is able to pay its debts and liabilities, contingent obligations and other commitments as they mature in the ordinary course of business. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

“Standard Letter of Credit Practice” means, for any L/C Issuer, any domestic or foreign law or letter of credit practices applicable in the city in which such L/C Issuer issued the applicable Letter of Credit or, for its branch or correspondent, such laws and practices applicable in the city in which it has advised, confirmed or negotiated such Letter of Credit, as the case may be, in each case, (a) which letter of credit practices are of banks that regularly issue letters of credit in the particular city, and (b) which laws or letter of credit practices are required or permitted under ISP or UCP, as chosen in the applicable Letter of Credit.

“Stated Amount” means at any time the maximum amount for which a Letter of Credit may be honored.

“Store” means any retail store (which includes any real property, Fixtures, Equipment, Inventory and other property related thereto) operated, or to be operated, by the Borrower or any Subsidiary.

“Subordinated Indebtedness” means all Indebtedness of a Loan Party that is subordinate in right of payment to any or all of the Obligations pursuant to subordination provisions reasonably acceptable to the Administrative Agent and which provide, without limitation, (a) for a maturity after the Scheduled Maturity Date, (b) that such Indebtedness is unsecured, (c) that no principal payments shall be required to be made until after the Scheduled Maturity Date, and (d) that interest shall accrue and be payable in cash at a market rate of interest, subject to the right of the Administrative Agent to impose a payment blockage period upon the occurrence and during the continuance of any Event of Default. In no event shall Disqualified Equity Interests be deemed Subordinated Indebtedness.

“Subsidiary” of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of Holdings.

“Subsidiary Guarantors” means collectively, all Subsidiaries of the Borrower other than (i) any Foreign Subsidiary, (ii) any Subsidiary owned directly or indirectly by a Foreign Subsidiary or (iii) any Domestic Subsidiary that is a disregarded entity for U.S. federal income tax purposes if substantially all of the assets of such Domestic Subsidiary consist of Equity Interests in one or more Foreign Subsidiaries.

“Supermajority Lenders” means, as of any date of determination, (a) if there are less than three Lenders at such time, all Lenders, and (b) if there are three or more Lenders at such time, (i) Lenders holding more than 75% of the Aggregate Commitments or, (ii) if the Commitments of the Lenders to make Loans and the obligation of the Administrative Agent to cause the L/C Issuers to make L/C Credit Extensions have been terminated pursuant to Section 8.02, Lenders holding in the aggregate more than 75% of the Total Outstandings (with the aggregate amount of each Lender’s risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed “held” by such Lender for purposes of this definition); provided that the Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Supermajority Lenders.

“Survey” means a survey of any Mortgaged Property (and all improvements thereon) which is (a) (i) prepared by a surveyor or engineer licensed to perform surveys in the jurisdiction where such Mortgaged Property is located, (ii) dated (or redated) not earlier than six months prior to the date of delivery thereof unless there shall have occurred within six months prior to such date of delivery any exterior construction on the site of such Mortgaged Property or any easement, right of way or other interest in the Mortgaged Property has been granted or become effective through operation of law or otherwise with respect to such Mortgaged Property which, in either case, can be depicted on a survey, in which events, as applicable, such survey shall be dated (or redated) after the completion of such construction or if such construction shall not have been completed as of such date of delivery, not earlier than 20 days prior to such date of delivery, or after the grant or effectiveness of any such easement, right of way or other interest in the Mortgaged Property, provided that with respect to any of the Mortgaged Properties described on Schedule 5.08(c) where no new construction has occurred since the most recent survey and no new encumbrances have been created since the date of such survey, a survey affidavit of no change shall satisfy the provisions of this clause (ii), (iii) certified by the surveyor (in a manner reasonably acceptable to the Administrative Agent) to the Administrative Agent, the Collateral Agent and the Title Company, (iv) complying in all respects with the minimum detail requirements of the American Land Title Association as such requirements are in effect on the date of preparation of such survey, and (v) sufficient for the Title Company to remove all standard survey exceptions from the title insurance policy (or commitment) relating to such Mortgaged Property and issue the endorsements of the type required by Section 6.12, or (b) otherwise acceptable to the Collateral Agent.

“Swap Contract” means any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement.

“Swap Obligation” means, with respect to any Loan Party, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act.

“Swap Termination Value” means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined

based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

“**Swedish Credit Facility**” means the Master Credit Agreement, dated March 18, 2019, between Elfa International AB and Nordea Bank Abp, filial i Sverige, including any related notes, guarantees and collateral documents executed in connection therewith, and in each case as amended, restated, modified, refinanced, renewed, refunded, restructured or replaced in any manner.

“**Swedish Pledge Agreement**” means that certain Share Pledge Agreement to be entered into after the Closing Date (in accordance with Section 6.19) between the Borrower, as pledgor, and the Collateral Agent.

“**Swing Line**” means the revolving credit facility made available by the Swing Line Lender pursuant to Section 2.04.

“**Swing Line Lender**” means Eclipse in its capacity as provider of Swing Line Loans, or any successor swing line lender hereunder.

“**Swing Line Loan**” has the meaning specified in Section 2.04(a).

“**Swing Line Sublimit**” means an amount equal to the lesser of (a) \$15.0 million and (b) the Aggregate Commitments. The Swing Line Sublimit is part of, and not in addition to, the Aggregate Commitments.

“**Synthetic Debt**” means, with respect to any Person as of any date of determination thereof, all obligations of such Person in respect of transactions entered into by such Person that are intended to function primarily as a borrowing of funds (including any minority interest transactions that function primarily as a borrowing) but are not otherwise included in the definition of “Indebtedness” or as a liability on the Consolidated balance sheet of such Person and the Subsidiaries in accordance with GAAP.

“**Synthetic Lease Obligation**” means the monetary obligation of a Person under an agreement for the use or possession of property (including sale and leaseback transactions), in each case, creating obligations that do not appear on the balance sheet of such Person but which, upon the application of any Debtor Relief Laws to such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

“**Taxes**” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“**Term Benchmark**” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Term SOFR Rate.

“**Term Facility**” shall mean the term loan credit facility evidenced by the Term Loan Documents, including commitments and loans thereunder.

“**Term Loan Agent**” shall mean, collectively, Acquiom Agency Services LLC and Seaport Loan Products LLC, as co-administrative agents and Acquiom Agency Services LLC, as collateral agent under the Term Loan Agreement.

“**Term Loan Agreement**” shall mean that certain Term Loan Agreement, dated as of the date hereof, by and among Holdings, the Borrower, the other guarantors from time to time party thereto, the lenders party from time to time party thereto, and the Term Loan Agent, as amended, restated, supplemented or otherwise modified from time to time.

“**Term Loan Documents**” shall mean the Term Loan Agreement, any note issued thereunder and the other “Loan Documents” under and as defined in the Term Loan Agreement, as each may be amended, restated, supplemented or otherwise modified from time to time.

“**Term Loan Obligations**” shall mean the “Obligations” as defined in the Term Loan Agreement.

“**Term Loans**” shall mean the loans now or hereafter made by or on behalf of any lender under the Term Loan Agreement or by the Term Loan Agent pursuant to the Term Facility as set forth therein in the Term Loan Agreement.

“**Term Priority Collateral**” shall have the meaning specified therefor in the Intercreditor Agreement.

“**Term SOFR Determination Day**” has the meaning assigned to it under the definition of Term SOFR Reference Rate.

“**Term SOFR Rate**” means, with respect to any Term Benchmark Borrowing and for a tenor of one-month, the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two (2) U.S. Government Securities Business Days prior to the commencement of each calendar month, as such rate is published by the CME Term SOFR Administrator.

“**Term SOFR Reference Rate**” means, for any day and time (such day, the “**Term SOFR Determination Day**”), and for any tenor of one month, the rate per annum published by the CME Term SOFR Administrator and identified by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the “Term SOFR Reference Rate” for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then, so long as such day is otherwise a U.S. Government Securities Business Day, the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding U.S. Government Securities Business Day is not more than five (5) U.S. Government Securities Business Days prior to such Term SOFR Determination Day.

“**Title Company**” means any title insurance company as shall be retained by the Borrower and reasonably acceptable to the Collateral Agent.

“**Total Outstandings**” means, on any date, the aggregate Outstanding Amount of all Loans and all L/C Obligations, after giving effect to any borrowings or repayments of Loans occurring on such date.

“**Transaction**” means, collectively, (a) the execution of the Term Facility and the borrowing of term loans thereunder by the Borrower, (b) the entering into the ABL Facility under this Agreement and the Loan Documents by the Borrower and the other Loan Parties, (c) the consummation of any other transactions in connection with the foregoing, including, without limitation, the consummation of the

Approved Plan of Reorganization, and (d) the payment of the fees and expenses incurred in connection with the consummation of the foregoing.

“**Transaction Expenses**” means all fees, premiums, costs and expenses incurred or payable by Holdings or any Subsidiary of Holdings in connection with the closing of the Transactions.

“**Type**” when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Term SOFR Rate or the Base Rate.

“**UCC**” means the Uniform Commercial Code as in effect in the State of New York; provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral or the availability of any remedy under the Loan Documents is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, “**UCC**” means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection, priority or availability of such remedy.

“**UCP**” means, with respect to any Letter of Credit, the Uniform Customs and Practice for Documentary Credits 2007 Revision, International Chamber of Commerce Publication No. 600 and any version or revision thereof accepted by the applicable L/C Issuer for use.

“**UK Financial Institutions**” means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“**UK Resolution Authority**” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“**Unadjusted Benchmark Replacement**” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“**Unfunded Pension Liability**” means the excess of a Pension Plan’s benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Pension Plan’s assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to Section 412 of the Code for the applicable plan year.

“**United States**” and “**U.S.**” mean the United States of America.

“**Unreimbursed Amount**” has the meaning specified in Section 2.03.

“**USA PATRIOT Act**” means The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Public Law No. 107-56 (signed into law October 26, 2001)), as amended or modified from time to time.

“**U.S. Government Securities Business Day**” means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that

the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“U.S. Special Resolution Regimes” has the meaning specified in Section 11.22.

“U.S. Tax Compliance Certificate” has the meaning specified in Section 3.01(g)(iii).

“Write-Down and Conversion Powers” means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words **“include,”** **“includes”** and **“including”** shall be deemed to be followed by the phrase **“without limitation.”** The word **“will”** shall be construed to have the same meaning and effect as the word **“shall.”** Unless the context requires otherwise, (i) any definition of or reference to any Law, agreement, instrument or other document (including any Organization Document) shall be construed as referring to such Law, agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (iii) the words **“herein,”** **“hereof”** and **“hereunder,”** and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Preliminary Statements, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Preliminary Statements, Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. **“Knowledge”** shall mean the actual knowledge of a Responsible Officer of the Borrower after reasonable investigation.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding”; and the word “through” means “to and including.”

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

1.03 Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a “Committed Loan”) or by Type (e.g., a “Term Benchmark Loan”) or by Class and Type (e.g., a “Term Benchmark Committed Loan”). Borrowings also may be classified and referred to by Class (e.g., a “Borrowing”) or by Type (e.g., a “Term Benchmark Borrowing”) or by Class and Type (e.g., a “Term Benchmark Borrowing”).

1.04 Accounting Terms. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, except as otherwise specifically prescribed herein.

1.05 Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.06 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Chicago time (daylight or standard, as applicable).

1.07 Letter of Credit Amounts. Unless otherwise specified, all references herein to the amount of a Letter of Credit at any time shall be deemed to be the Stated Amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by the terms of any Issuer Documents related thereto, provides for one or more automatic increases in the Stated Amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum Stated Amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum Stated Amount is in effect at such time.

1.08 Senior Debt. The Loans and other Obligations are hereby designated as “Senior Debt” and “Designated Senior Debt” (or other similar terms) for all purposes of any Subordinated Indebtedness.

1.09 [Reserved].

1.10 [Reserved].

1.11 Interest Rates; Benchmark Notifications. The interest rate on a Loan denominated in dollars may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 3.02(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or replacement rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this

Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

1.12 Divisions. For all purposes under the Loan Documents, in connection with any Division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized and acquired on the first date of its existence by the holders of its Equity Interests at such time.

1.13 Letters of Credit. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the amount of such Letter of Credit available to be drawn at such time; *provided that* with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the available amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum amount is available to be drawn at such time. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Article 29(a) of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600 (or such later version thereof as may be in effect at the applicable time) or Rule 3.13 or Rule 3.14 of the International Standby Practices, International Chamber of Commerce Publication No. 590 (or such later version thereof as may be in effect at the applicable time) or similar terms of the Letter of Credit itself, or if compliant documents have been presented but not yet honored, such Letter of Credit shall be deemed to be "outstanding" and "undrawn" in the amount so remaining available to be paid, and the obligations of the Borrower and each Lender shall remain in full force and effect until the L/C Issuer and the Lenders shall have no further obligations to make any payments or disbursements under any circumstances with respect to any Letter of Credit.

ARTICLE II THE COMMITMENTS AND CREDIT EXTENSIONS

2.01 Committed Loans; Reserves.

(a) Subject to the terms and conditions set forth herein, each Lender severally agrees to make loans (each such loan, a "**Committed Loan**") to the Borrower from time to time, on any Business Day during the Availability Period, subject in each case to the following limitations:

(i) after giving effect to any Borrowing, the Total Outstandings shall not exceed the lesser of (A) the Aggregate Commitments, or (B) the Borrowing Base;

(ii) after giving effect to any Borrowing, the aggregate Outstanding Amount of the Committed Loans of any Lender, plus such Lender's Applicable Percentage of the Outstanding Amount of all L/C Obligations, plus such Lender's Applicable Percentage of the Outstanding Amount of all Swing Line Loans shall not exceed the lesser of (x) such Lender's Commitment, or (y) such Lender's Applicable Percentage of the Borrowing Base; and

(iii) the Outstanding Amount of all L/C Obligations shall not at any time exceed the Letter of Credit Sublimit.

Within the limits of each Lender's Commitment, and subject to the other terms and conditions hereof, the Borrower may borrow under this Section 2.01, prepay under Section 2.05, and reborrow under this Section 2.01. Committed Loans may be Base Rate Loans or Term Benchmark Loans, as further provided herein.

2.02 Borrowings of Committed Loans.

(a) Committed Loans and Swing Line Loans shall be Term Benchmark Loans, except as set forth in Section 3.02.

(b) Each Borrowing of Committed Loans shall be made upon the Borrower's irrevocable notice to the Administrative Agent, which may be given by telephone. Each such notice must be received by the Administrative Agent not later than 10:00 a.m. on the requested date of any Borrowing. Each telephonic notice by the Borrower pursuant to this Section 2.02(b) must be confirmed promptly by delivery to the Administrative Agent of a Notice of Borrowing, either in writing or by an Approved Electronic Communication, appropriately completed and signed by a Responsible Officer of the Borrower. Each Borrowing shall be in a principal amount of \$1,000,000 or a whole multiple of \$500,000 in excess thereof. Each Notice of Borrowing (whether telephonic, written or by Approved Electronic Communication) shall specify (A) the requested date of the Borrowing (which shall be a Business Day), and (B) the principal amount of Committed Loans to be borrowed.

(c) [Reserved].

(d) Following receipt of a Notice of Borrowing, the Administrative Agent shall promptly notify each Lender of the amount of its Applicable Percentage of the applicable Committed Loans. In the case of a Borrowing of Committed Loans, each Lender shall make the amount of its Committed Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 1:00 p.m. on the Business Day specified in the applicable Notice of Borrowing. Upon satisfaction of the applicable conditions set forth in Section 4.02 (and, if such Borrowing is the initial Credit Extension, Section 4.01), the Administrative Agent shall use reasonable efforts to make all funds so received available to the Borrower in like funds by no later than 4:00 p.m. on the day of receipt by the Administrative Agent either by (i) crediting the account of the Borrower on the books of Eclipse with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower; provided, however, that if, on the date the Notice of Borrowing with respect to such Borrowing is given by the Borrower, there are Letter of Credit Disbursements outstanding, then the proceeds of such Borrowing, first, shall be applied to the payment in full of any such Letter of Credit Disbursements, and second, shall be made available to the Borrower as provided above.

(e) Each Borrowing of Committed Loans shall be made by the Lenders pro rata in accordance with their respective Applicable Percentage with respect to the applicable Class. The failure of any Lender to make any Loan shall neither relieve any other Lender of its obligation to fund its Loan in accordance with the provisions of this Agreement nor increase the obligation of any such other Lender.

(f) The Administrative Agent, without the request of the Borrower, may advance any interest, fee, service charge, Credit Party Expenses, or other payment to which any Credit Party is entitled from the Loan Parties pursuant hereto or any other Loan Document and may charge the same to the Loan

Account notwithstanding that an Overadvance may result thereby. The Administrative Agent shall deliver to the Borrower a statement of any such advance or charge promptly after the making thereof (or in the case of Credit Party Expenses, at the time that the five (5) Business Days' notice is furnished) in reasonable detail sufficient to allow the Borrower to verify such interest, fee, service charge, Credit Party Expenses, or other payment. Such action on the part of the Administrative Agent shall not constitute a waiver of the Administrative Agent's rights and the Borrower's obligations under Section 2.05. Any amount which is added to the principal balance of the Loan Account as provided in this Section 2.02(f) shall bear interest at the interest rate then and thereafter applicable to Base Rate Loans.

(g) [Reserved].

(h) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any interest period for Term Benchmark Loans upon determination of such interest rate. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Borrower and the Lenders of any change in the Prime Rate used in determining the Base Rate promptly following the public announcement of such change.

(i) [Reserved].

(j) The Administrative Agent, the Lenders and the Swing Line Lender shall have no obligation to make any Loan or to provide any Letter of Credit if an Overadvance would result. The Administrative Agent may, in its discretion, make Permitted Overadvances without the consent of the Lenders, the Swing Line Lender and each Lender shall be bound thereby. Any Permitted Overadvance may constitute a Swing Line Loan. A Permitted Overadvance is for the account of the Borrower and shall constitute a Loan and an Obligation. The making of any such Permitted Overadvance on any one occasion shall not obligate the Administrative Agent or any Lender to make or permit any Permitted Overadvance on any other occasion or to permit such Permitted Overadvances to remain outstanding. The making by the Administrative Agent of a Permitted Overadvance shall not modify or abrogate any of the provisions of Section 2.03 regarding the Lenders' obligations to purchase participations with respect to Letter of Credits. The Administrative Agent shall have no liability for, and no Loan Party or Credit Party shall have the right to, or shall, bring any claim of any kind whatsoever against the Administrative Agent with respect to "inadvertent Overadvances" (i.e., where an Overadvance results from changed circumstances beyond the control of the Administrative Agent (such as a reduction in the collateral value)) regardless of the amount of any such Overadvance(s).

(k) For the avoidance of doubt, as of the Closing Date, the Types of Borrowings available to the Borrower shall be comprised of either Base Rate Loans or Term Benchmark Loans.

2.03 Letters of Credit.

(a) General. Subject to the terms and conditions of this Agreement, upon the request of the Borrower made in accordance herewith, and prior to the Scheduled Maturity Date, the Administrative Agent agrees to arrange for one or more L/C Issuers to issue standby Letters of Credit for any lawful purpose of any Loan Party. Pursuant to the foregoing, and subject to the terms and conditions contained herein, the Administrative Agent shall make standby Letters of Credit available to the Loan Parties by causing one or more L/C Issuers to issue such standby Letters of Credit. By submitting a request to the Administrative Agent for the issuance of a Letter of Credit, the Borrower shall be deemed to have requested that the Administrative Agent cause the issuance of the requested Letter of Credit by the applicable L/C Issuer. Each request for the issuance of a Letter of Credit, or the amendment, renewal, or extension of any outstanding Letter of Credit, shall be (i) irrevocable and made in writing by a Responsible Officer of the

Borrower, (ii) delivered to the Administrative Agent via Approved Electronic Communications and reasonably in advance of the requested date of issuance, amendment, renewal, or extension, and (iii) subject to the Administrative Agent's and, as applicable, the applicable L/C Issuer's, authentication procedures with results satisfactory to such Persons. Each such request shall be in form and substance reasonably satisfactory to the Administrative Agent and the applicable L/C Issuer and (i) shall specify (A) the amount of such Letter of Credit, (B) the date of issuance, amendment, renewal, or extension of such Letter of Credit, (C) the proposed expiration date of such Letter of Credit, (D) the name and address of the beneficiary of the Letter of Credit, and (E) such other information (including, the conditions to drawing, and, in the case of an amendment, renewal, or extension, identification of the Letter of Credit to be so amended, renewed, or extended) as shall be necessary to prepare, amend, renew, or extend such Letter of Credit, and (ii) shall be accompanied by such Issuer Documents as the Administrative Agent or such L/C Issuer may request or require, to the extent that such requests or requirements are consistent with the Issuer Documents that such L/C Issuer generally requests for Letters of Credit in similar circumstances. The Administrative Agent's records of the content of any such request will be conclusive.

(b) The Administrative Agent shall have no obligation to cause the issuance, amendment, renewal or extension of a Letter of Credit if any of the following would result after giving effect to the requested issuance, amendment, renewal or extension:

(i) the Outstanding Amount of L/C Obligations would exceed the Letter of Credit Sublimit;

(ii) the Total Revolving Credit Exposure would exceed the lesser of (i) the Borrowing Base and (ii) the Aggregate Commitments;

(iii) the Outstanding Amount of L/C Obligations would exceed the result of (x) the Borrowing Base at such time less (y) the outstanding principal balance of the Committed Loans (inclusive of Swing Line Loans) at such time; or

(iv) the Letter of Credit would expire after the Letter of Credit Expiration Date.

(c) [Reserved].

(d) Each Letter of Credit shall be in form and substance reasonably acceptable to the applicable L/C Issuer and the Administrative Agent, including the requirement that the amounts payable thereunder must be payable in Dollars. If an L/C Issuer or the Administrative Agent makes a payment under, or pursuant to, a Letter of Credit, the Borrower shall pay to the Administrative Agent an amount equal to the applicable Letter of Credit Disbursement on the Business Day such Letter of Credit Disbursement is made. In the absence of such payment, the amount of the Letter of Credit Disbursement immediately and automatically shall be deemed to be a Committed Loan hereunder (notwithstanding any failure to satisfy any condition precedent set forth in Section 4.02) and, initially, shall bear interest at the rate then applicable to Base Rate Loans. If a Letter of Credit Disbursement is deemed to be a Committed Loan hereunder, the Borrower's obligation to pay the amount of such Letter of Credit Disbursement to the applicable L/C Issuer shall be automatically converted into an obligation to pay the resulting Committed Loan. Promptly following receipt by the Administrative Agent of any payment from the Borrower pursuant to this Section 2.03(d) the Administrative Agent shall distribute such payment to such L/C Issuer or, to the extent that Lenders have made payments pursuant to Section 2.03(e) to reimburse such L/C Issuer, then to such Lenders and such L/C Issuer as their interests may appear.

(e) Promptly following receipt of a notice of a Letter of Credit Disbursement in respect of a Letter of Credit pursuant to Section 2.03(d), each Lender agrees to fund its Applicable Percentage of any Committed Loan deemed made pursuant to Section 2.03(d) on the same terms and conditions as if the Borrower had requested the amount thereof as a Committed Loan and the Administrative Agent shall promptly pay to the Administrative Agent the amounts so received by it from the Lenders. By the issuance of a Letter of Credit (or an amendment, renewal, or extension of any such Letter of Credit) and without any further action on the part of the Administrative Agent or the Lenders, the Administrative Agent shall be deemed to have granted to each Lender, and each Lender shall be deemed to have purchased, a participation in each such Letter of Credit caused by the Administrative Agent to be issued, in an amount equal to its Applicable Percentage of such Letter of Credit, and each such Lender agrees to pay to the Administrative Agent such Lender's Applicable Percentage of any Letter of Credit Disbursement made by an L/C Issuer under the applicable Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent such Lender's Applicable Percentage of each Letter of Credit Disbursement in respect of a Letter of Credit made by an L/C Issuer and not reimbursed by the Borrower on the date due as provided in Section 2.03(d), or of any reimbursement payment that is required to be refunded (or that the Administrative Agent elects, based upon the advice of counsel, to refund) to the Borrower for any reason. Each Lender acknowledges and agrees that its obligation to deliver to the Administrative Agent an amount equal to its respective Applicable Percentage of each Letter of Credit Disbursement in respect of a Letter of Credit pursuant to this Section 2.03(e) shall be absolute and unconditional and such remittance shall be made notwithstanding the occurrence or continuation of an Event of Default or Default or the failure to satisfy any condition set forth in Section 4.02. If any such Lender fails to make available to the Administrative Agent the amount of such Lender's Applicable Percentage of a Letter of Credit Disbursement in respect of a Letter of Credit as provided in this Section 2.03 (an "Unreimbursed Amount"), such Lender shall be deemed to be a Defaulting Lender and the Administrative Agent (for the account of the L/C Issuers) shall be entitled to recover such amount on demand from such Lender together with interest thereon at the Defaulting Lender Rate until paid in full.

(f) [Reserved].

(g) The liability of the Administrative Agent under, in connection with or arising out of any Letter of Credit (or pre-advice), regardless of the form or legal grounds of the action or proceeding, shall be limited to direct damages suffered by the Borrower or other applicable Loan Party that are caused directly by such Person's bad faith, gross negligence or willful misconduct in (i) honoring a presentation under a Letter of Credit that on its face does not at least substantially comply with the terms and conditions of such Letter of Credit, (ii) failing to honor a presentation under a Letter of Credit that strictly complies with the terms and conditions of such Letter of Credit, or (iii) retaining Drawing Documents presented under a Letter of Credit. The Borrower's or other applicable Loan Party's aggregate remedies against the Administrative Agent for wrongfully honoring a presentation under any Letter of Credit or wrongfully retaining honored Drawing Documents shall in no event exceed the aggregate amount paid by the Borrower to the Administrative Agent in respect of the honored presentation in connection with such Letter of Credit under Section 2.03(d), plus interest at the rate then applicable to Base Rate Loans hereunder. The Borrower or other applicable Loan Party shall use commercially reasonable efforts to avoid and mitigate the amount of any damages claimed against the Administrative Agent, including by enforcing its rights against the beneficiaries of the Letters of Credit. Any claim by the Borrower or other applicable Loan Party under or in connection with any Letter of Credit shall be reduced by an amount equal to the sum of (x) the amount (if any) saved by the Borrower or other applicable Loan Party as a result of the breach or alleged wrongful conduct complained of, and (y) the amount (if any) of the loss that would have been avoided had the Borrower or other applicable Loan Party used commercially reasonable efforts to mitigate any loss, and in case of a claim of wrongful dishonor, by specifically and timely authorizing the Administrative Agent and the applicable L/C Issuer to effect a cure.

(h) The Borrower is responsible for the final text of the Letter of Credit as issued by any L/C Issuer, irrespective of any assistance the Administrative Agent or such L/C Issuer may provide such as drafting or recommending text or by such L/C Issuer's use or refusal to use text submitted by the Borrower. The Borrower understands that the final form of any Letter of Credit may be subject to such revisions and changes as are deemed necessary or appropriate by the applicable L/C Issuer, and the Borrower hereby consents to such revisions and changes not materially different from the application executed in connection therewith. The Borrower is solely responsible for the suitability of the Letter of Credit for the Borrower's or other applicable Loan Party's purposes. If the Borrower requests the Administrative Agent to cause the issuance of a Letter of Credit for an affiliated or unaffiliated third party (an "**Account Party**"), (i) such Account Party shall have no rights against the Administrative Agent; (ii) the Borrower shall be responsible for the application and obligations under this Agreement; and (iii) communications (including notices) related to the respective Letter of Credit shall be among the Administrative Agent and/or the applicable L/C Issuer and the Borrower. The Borrower will examine the copy of the Letter of Credit and any other documents sent by the Administrative Agent on behalf of the applicable L/C Issuer in connection therewith and shall promptly notify the Administrative Agent (not later than three (3) Business Days following the Borrower's receipt of documents from the Administrative Agent) of any non-compliance with the Borrower's instructions and of any discrepancy in any document under any presentment or other irregularity. The Borrower understands and agrees that neither the Administrative Agent nor any L/C Issuer is required to extend the expiration date of any Letter of Credit for any reason. With respect to any Letter of Credit containing an "automatic amendment" to extend the expiration date of such Letter of Credit, the applicable L/C Issuer, in its sole and absolute discretion, may give notice of nonrenewal of such Letter of Credit and, if the Borrower does not at any time want the then current expiration date of such Letter of Credit to be extended, the Borrower will so notify such L/C Issuer (with a copy to the Administrative Agent) at least thirty (30) calendar days before such L/C Issuer is required to notify the beneficiary of such Letter of Credit or any advising bank of such non-extension pursuant to the terms of such Letter of Credit.

(i) The Borrower's reimbursement and payment obligations under this Section 2.03 are absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever, including:

(i) any lack of validity, enforceability or legal effect of any Letter of Credit, any Issuer Document, this Agreement, or any Loan Document, or any term or provision therein or herein;

(ii) payment against presentation of any draft, demand or claim for payment under any Drawing Document that does not comply in whole or in part with the terms of the applicable Letter of Credit or which proves to be fraudulent, forged or invalid in any respect or any statement therein being untrue or inaccurate in any respect, or which is signed, issued or presented by a Person or a transferee of such Person purporting to be a successor or transferee of the beneficiary of such Letter of Credit;

(iii) the Administrative Agent, any L/C Issuer or any of its respective branches or Affiliates being the beneficiary of any Letter of Credit;

(iv) any L/C Issuer or any correspondent honoring a drawing against a Drawing Document up to the amount available under any Letter of Credit even if such Drawing Document claims an amount in excess of the amount available under the Letter of Credit;

(v) the existence of any claim, set-off, defense or other right that any Loan Party or its Subsidiaries may have at any time against any beneficiary or transferee beneficiary, any assignee of proceeds, the Administrative Agent, any L/C Issuer or any other Person;

(vi) any L/C Issuer or any correspondent honoring a drawing upon receipt of an electronic presentation under a Letter of Credit requiring the same, regardless of whether the original Drawing Documents arrive at such L/C Issuer's counters or are different from the electronic presentation;

(vii) any other event, circumstance or conduct whatsoever, whether or not similar to any of the foregoing that might, but for this Section 2.03(i), constitute a legal or equitable defense to or discharge of, or provide a right of set-off against, any Loan Party or any of its Subsidiaries' reimbursement and other payment obligations and liabilities, arising under, or in connection with, any Letter of Credit, whether against any L/C Issuer, the Administrative Agent, the beneficiary or any other Person; or

(viii) the fact that any Default or Event of Default shall have occurred and be continuing;

provided, that subject to Section 2.03(i)(vii), the foregoing shall not release the Administrative Agent or any L/C Issuer from such liability to the Borrower as may be finally determined in a final, non-appealable judgment of a court of competent jurisdiction against the Administrative Agent or such L/C Issuer, as applicable, following reimbursement or payment of the obligations and liabilities, including reimbursement and other payment obligations, of the Borrower to the Administrative Agent and such L/C Issuer arising under, or in connection with, this Section 2.05 or any Letter of Credit.

(j) Without limiting any other provision of this Agreement, the Administrative Agent shall not be responsible to the Borrower for, and the Administrative Agent's rights and remedies against the Borrower and the obligation of the Borrower to reimburse the Administrative Agent for each drawing under each Letter of Credit shall not be impaired by:

(i) honor of a presentation under any Letter of Credit that on its face substantially complies with the terms and conditions of such Letter of Credit, even if the Letter of Credit requires strict compliance by the beneficiary;

(ii) honor of a presentation of any Drawing Document that appears on its face to have been signed, presented or issued (A) by any purported successor or transferee of any beneficiary or other Person required to sign, present or issue such Drawing Document or (B) under a new name of the beneficiary;

(iii) acceptance as a draft of any written or electronic demand or request for payment under a Letter of Credit, even if nonnegotiable or not in the form of a draft or notwithstanding any requirement that such draft, demand or request bear any or adequate reference to the Letter of Credit;

(iv) the identity or authority of any presenter or signer of any Drawing Document or the form, accuracy, genuineness or legal effect of any Drawing Document (other than an L/C Issuer's determination that such Drawing Document appears on its face substantially to comply with the terms and conditions of the Letter of Credit);

(v) acting upon any instruction or request relative to a Letter of Credit or requested Letter of Credit that an L/C Issuer in good faith believes to have been given by a Person authorized to give such instruction or request;

(vi) any errors, omissions, interruptions or delays in transmission or delivery of any message, advice or document (regardless of how sent or transmitted) or for errors in interpretation of technical terms or in translation or any delay in giving or failing to give notice to the Borrower;

(vii) any acts, omissions or fraud by, or the insolvency of, any beneficiary, any nominated person or entity or any other Person or any breach of contract between any beneficiary and the Borrower or any of the parties to the underlying transaction to which the Letter of Credit relates;

(viii) assertion or waiver of any provision of the ISP or UCP that primarily benefits an issuer of a letter of credit, including any requirement that any Drawing Document be presented to it at a particular hour or place;

(ix) payment to any presenting bank (designated or permitted by the terms of the applicable Letter of Credit) claiming that it rightfully honored or is entitled to reimbursement or indemnity under Standard Letter of Credit Practice applicable to it;

(x) acting or failing to act as required or permitted under Standard Letter of Credit Practice applicable to where the applicable L/C Issuer has issued, confirmed, advised or negotiated such Letter of Credit, as the case may be;

(xi) honor of a presentation after the expiration date of any Letter of Credit notwithstanding that a presentation was made prior to such expiration date and dishonored by an L/C Issuer if subsequently such L/C Issuer or any court or other finder of fact determines such presentation should have been honored;

(xii) dishonor of any presentation that does not strictly comply or that is fraudulent, forged or otherwise not entitled to honor; or

(xiii) honor of a presentation that is subsequently determined by an L/C Issuer to have been made in violation of international, federal, state or local restrictions on the transaction of business with certain prohibited Persons.

(k) The Borrower shall pay immediately upon demand to the Administrative Agent for the account of the applicable L/C Issuer as non-refundable fees, commissions, and charges (it being acknowledged and agreed that any charging of such fees, commissions, and charges to the Register pursuant to the terms of this Agreement shall be deemed to constitute a demand for payment thereof for the purposes of this Section 2.03(k)) any and all customary commissions, fees and charges then in effect imposed by, and any and all documented expenses incurred by the Administrative Agent relating to Letters of Credit, at the time of issuance of any Letter of Credit and upon the occurrence of any other activity with respect to any Letter of Credit (including transfers, assignments of proceeds, amendments, drawings, renewals or cancellations).

(l) [Reserved].

(m) Each Letter of Credit shall expire not later than the date that is 12 months after the date of the issuance of such Letter of Credit; provided that any Letter of Credit may provide for the automatic extension thereof for any number of additional periods each of up to one year in duration; provided, further, that with respect to any Letter of Credit which extends beyond the Scheduled Maturity Date, Cash Collateralization shall be provided therefor on or before the Letter of Credit Expiration Date.

(n) If (i) any Event of Default occurs and is continuing or (ii) Excess Availability is less than zero, then on the Business Day following the date on which the Borrower receives notice from the Administrative Agent or the Required Lenders (or, if the maturity of the Obligations has been accelerated, Lenders with Letter of Credit Exposure representing greater than 50% of the total Letter of Credit Exposure) demanding Cash Collateralization pursuant to this Section 2.03(n), the Borrower shall provide Cash Collateralization with respect to the then existing L/C Obligations; provided that, in each case, upon the occurrence of any Event of Default described in Section 8.01(g) or 8.01(h), the obligation to provide Cash Collateralization will become effective immediately, and any deposit of cash collateral required pursuant to the terms set forth in the Cash Collateralization definition will become immediately due and payable, without demand or other notice of any kind. If the Borrower fail to provide Cash Collateralization as required by this Section 2.05(n), the Lenders may (and, upon direction of the Administrative Agent, shall) advance, as Committed Loans the amount of the cash collateral required pursuant to the terms of the Cash Collateralization definition so that the then existing L/C Obligations is cash collateralized in accordance with the terms of the Cash Collateralization definition (whether or not the Revolving Commitments have terminated, an Overadvance exists or the conditions in Section 4.02 are satisfied).

(o) Unless otherwise expressly agreed by the Administrative Agent, the applicable L/C Issuer and the Borrower, when a Letter of Credit is issued, (i) the rules of the ISP shall apply to each standby Letter of Credit, and (ii) the rules of the UCP shall apply to any commercial Letter of Credit (if applicable).

(p) The Administrative Agent and the L/C Issuers shall each be deemed to have acted with due diligence and reasonable care if such Person's conduct is in accordance with Standard Letter of Credit Practice or in accordance with this Agreement.

(q) In the event of a direct conflict between the provisions of this Section 2.03 and any provision contained in any Issuer Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 2.03 shall control and govern.

(r) The provisions of this Section 2.03 shall survive the termination of this Agreement and the repayment in full of the Obligations with respect to any Letters of Credit that remain outstanding.

(s) For avoidance of doubt, the Borrower hereby acknowledges and agrees that none of the Existing Letters of Credit shall constitute Letters of Credit under this Agreement, nor constitute a part of the Obligations.

2.04 Swing Line Loans.

(a) The Swing Line. Subject to the terms and conditions set forth herein, in reliance upon the agreements of the other Lenders set forth in this Section 2.04, the Swing Line Lender (I) to the extent the Outstanding Amount of the Swing Line Loans shall not exceed \$10,000,000, agrees to and (II) to the extent the Outstanding Amount of the Swing Line Loans shall exceed \$10,000,000, may elect, but shall have no obligation, to make loans (each such loan, a "Swing Line Loan") to the Borrower from time

to time on any Business Day during the Availability Period in an aggregate amount not to exceed at any time outstanding the amount of the Swing Line Sublimit, notwithstanding the fact that such Swing Line Loans, when aggregated with the Applicable Percentage of the Outstanding Amount of Committed Loans and L/C Obligations of the Lender acting as Swing Line Lender, may exceed the amount of such Lender's Commitment; provided, however, that after giving effect to any Swing Line Loan, (i) the Total Outstandings shall not exceed the lesser of (A) the Aggregate Commitments, or (B) the Borrowing Base, and (ii) the aggregate Outstanding Amount of the Committed Loans of any Lender at such time, plus such Lender's Applicable Percentage of the Outstanding Amount of all L/C Obligations at such time, plus such Lender's Applicable Percentage of the Outstanding Amount of all Swing Line Loans at such time shall not exceed such Lender's Commitment, and provided, further, that the Borrower shall not use the proceeds of any Swing Line Loan to refinance any outstanding Swing Line Loan. Within the foregoing limits, and subject to the other terms and conditions hereof, the Borrower may borrow under this Section 2.04, prepay under Section 2.05, and reborrow under this Section 2.04. Immediately upon the making of a Swing Line Loan, each Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swing Line Lender a risk participation in such Swing Line Loan in an amount equal to the product of such Lender's Applicable Percentage times the amount of such Swing Line Loan.

(b) Borrowing Procedures. Each Borrowing of Swing Line Loans shall be made upon the Borrower's irrevocable notice to the Swing Line Lender and the Administrative Agent, which may be given by telephone. Each such notice must be received by the Swing Line Lender and the Administrative Agent not later than 10:00 a.m. on the requested borrowing date, and shall specify (i) the amount to be borrowed, and (ii) the requested borrowing date, which shall be a Business Day. Each such telephonic notice must be confirmed promptly by delivery to the Swing Line Lender and the Administrative Agent of a written Notice of Borrowing, appropriately completed and signed by a Responsible Officer of the Borrower. Promptly after receipt by the Swing Line Lender of any telephonic Notice of Borrowing, the Swing Line Lender will confirm with the Administrative Agent (by telephone, in writing or by Approved Electronic Communication) that the Administrative Agent has also received such Swing Line Loan Notice and, if not, the Swing Line Lender will notify the Administrative Agent (by telephone, in writing or by Approved Electronic Communication) of the contents thereof. Unless the Swing Line Lender has received notice (by telephone, in writing or by Approved Electronic Communication) from the Administrative Agent at the request of the Required Lenders prior to 11:00 a.m. on the date of the proposed Borrowing of Swing Line Loans (A) directing the Swing Line Lender not to make such Swing Line Loan as a result of the limitations set forth in the proviso to the first sentence of Section 2.04(a), or (B) that one or more of the applicable conditions specified in Article IV is not then satisfied, then, subject to the terms and conditions hereof, the Swing Line Lender will, not later than 3:00 p.m. on the borrowing date specified in such Notice of Borrowing, make the amount of its Swing Line Loan available to the Borrower at its office by crediting the account of the Borrower on the books of the Swing Line Lender in immediately available funds.

(c) Refinancing of Swing Line Loans.

(i) The Swing Line Lender at any time in its sole and absolute discretion may request (but, in any event shall weekly, as provided in Section 2.14(a)), on behalf of the Borrower (which hereby irrevocably authorizes the Swing Line Lender to so request on its behalf), that each Lender make a Base Rate Committed Loan in an amount equal to such Lender's Applicable Percentage for the amount of Swing Line Loans then outstanding. Such request shall be made in writing (which written request shall be deemed to be a Notice of Borrowing for purposes hereof) and in accordance with the requirements of Section 2.02, without regard to the minimum and multiples specified therein for the principal amount of Base Rate Loans, but subject to the unutilized portion of the Aggregate Commitments and the conditions set forth in Section 4.02. The Swing Line Lender shall furnish the Borrower with a copy of the applicable Notice of Borrowing

promptly after delivering such notice to the Administrative Agent. Each Lender shall make an amount equal to its Applicable Percentage of the amount specified in such Notice of Borrowing available to the Administrative Agent in immediately available funds for the account of the Swing Line Lender at the Administrative Agent's Office not later than 1:00 p.m. on the day specified in such Notice of Borrowing, whereupon, subject to Section 2.04(c)(ii), each Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received to the Swing Line Lender.

(ii) If for any reason any Swing Line Loan cannot be refinanced by such a Borrowing in accordance with Section 2.04(c)(i), the request for Base Rate Committed Loans submitted by the Swing Line Lender as set forth herein shall be deemed to be a request by the Swing Line Lender that each of the Lenders fund its risk participation in the relevant Swing Line Loan and each Lender's payment to the Administrative Agent for the account of the Swing Line Lender pursuant to Section 2.04(c)(i) shall be deemed payment in respect of such participation.

(iii) If any Lender fails to make available to the Administrative Agent for the account of the Swing Line Lender any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.04(c) by the time specified in Section 2.04(c)(i), the Swing Line Lender shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Swing Line Lender at a rate per annum equal to the greater of the Federal Funds Effective Rate and a rate determined by the Swing Line Lender in accordance with banking industry rules on interbank compensation plus any administrative, processing or similar fees customarily charged by the Swing Line Lender in connection with the foregoing. If such Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Lender's Committed Loan included in the relevant Borrowing or funded participation in the relevant Swing Line Loan, as the case may be. A certificate of the Swing Line Lender submitted to any Lender (through the Administrative Agent) with respect to any amounts owing under this clause (iii) shall be conclusive absent manifest error.

(iv) Each Lender's obligation to make Committed Loans or to purchase and fund risk participations in Swing Line Loans pursuant to this Section 2.04(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the Swing Line Lender, the Borrower or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Lender's obligation to make Committed Loans pursuant to this Section 2.04(c) is subject to the conditions set forth in Section 4.02. No such funding of risk participations shall relieve or otherwise impair the obligation of the Borrower to repay Swing Line Loans, together with interest as provided herein.

(d) Repayment of Participations.

(i) At any time after any Lender has purchased and funded a risk participation in a Swing Line Loan, if the Swing Line Lender receives any payment on account of such Swing Line Loan, the Swing Line Lender will distribute to such Lender its Applicable Percentage of such payment (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's risk participation was funded) in the same funds as those received by the Swing Line Lender.

(ii) If any payment received by the Swing Line Lender in respect of principal or interest on any Swing Line Loan is required to be returned by the Swing Line Lender under any of the circumstances described in Section 11.05 (including pursuant to any settlement entered into by the Swing Line Lender in its discretion), each Lender shall pay to the Swing Line Lender its Applicable Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned, at a rate per annum equal to the Federal Funds Effective Rate. The Administrative Agent will make such demand upon the request of the Swing Line Lender. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) Interest for Account of Swing Line Lender. The Swing Line Lender shall be responsible for invoicing the Borrower for interest on the Swing Line Loans. Until each Lender funds its Base Rate Loan or risk participation pursuant to this Section 2.04 to refinance such Lender's Applicable Percentage of any Swing Line Loan, interest in respect of such Applicable Percentage shall be solely for the account of the Swing Line Lender.

(f) Payments Directly to Swing Line Lender. The Borrower shall make all payments of principal and interest in respect of the Swing Line Loans directly to the Swing Line Lender.

2.05 Prepayments.

(a) The Borrower may, upon notice to the Administrative Agent (which notice, if furnished in connection with a refinancing of the Obligations, may be conditional upon the consummation of such refinancing), at any time or from time to time voluntarily prepay Committed Loans in whole or in part without premium or penalty; provided that (i) such notice must be received by the Administrative Agent not later than 2:00 p.m. (A) three Business Days prior to any date of prepayment of Term Benchmark Loans, (B) on the date of prepayment of Base Rate Loans and (C) [reserved]; (ii) any prepayment of Term Benchmark Loans shall be in a principal amount of \$2.0 million or a whole multiple of \$1.0 million in excess thereof, in each case, if less, the entire principal amount thereof then outstanding and (iii) any prepayment of Base Rate Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment, and the Type(s) of Loans to be prepaid. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's Applicable Percentage of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a Term Benchmark Loan shall be accompanied by all accrued interest on the amount prepaid. Each such prepayment shall be applied to the Committed Loans of the Lenders in accordance with their respective Applicable Percentages.

(b) The Borrower may, upon irrevocable notice to the Swing Line Lender (with a copy to the Administrative Agent), at any time or from time to time, voluntarily prepay Swing Line Loans in whole or in part without premium or penalty; provided that (i) such notice must be received by the Swing Line Lender and the Administrative Agent not later than 1:00 p.m. on the date of the prepayment, and (ii) any such prepayment shall be in a minimum principal amount of \$100,000. Each such notice shall specify the date and amount of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein.

(c) If for any reason the Total Outstandings at any time exceed the lesser of the Aggregate Commitments or the Borrowing Base, each as then in effect, the Borrower shall immediately

prepay Loans, Swing Line Loans and Letter of Credit Disbursements and/or Cash Collateralize the L/C Obligations (other than Letter of Credit Disbursements) in an aggregate amount equal to such excess; provided, however, that the Borrower shall not be required to Cash Collateralize the L/C Obligations pursuant to this Section 2.05(c) unless after the prepayment in full of the Loans the Total Outstandings exceed the lesser of the Aggregate Commitments or the Borrowing Base, each as then in effect.

(d) Any Net Cash Proceeds from any Disposition by the Borrower or any of its Subsidiaries (other than, (i) with respect only to the Term Priority Collateral, such portion of the Net Cash Proceeds that are then required to be paid to the lenders under the Term Facility and (ii) any Disposition of any property permitted by Section 7.05(a), (b), (c), (d), (e), **Error! Reference source not found,** (i) or [(i)]), whether or not a Cash Dominion Trigger Event then exists, shall be paid over to the Administrative Agent on receipt by the Loan Parties and shall be utilized to prepay the Loans in the order of priority set forth in Section 2.05(e). The application of such Net Cash Proceeds to the Loans shall not reduce the Commitments. If all Obligations then due are paid, any excess Net Cash Proceeds shall be remitted to the operating account of the Borrower.

(e) Prepayments made pursuant to Section 2.05, first, shall be applied ratably to the Letter of Credit Disbursements and the Swing Line Loans, second, shall be applied ratably to the outstanding Loans, and third, shall be used to Cash Collateralize the remaining L/C Obligations; and the amount remaining, if any, after the repayment in full of all Letter of Credit Disbursements, Swing Line Loans and Committed Loans outstanding at such time and the Cash Collateralization of the remaining L/C Obligations in full may be retained by the Borrower for use in the ordinary course of its business. Upon the drawing of any Letter of Credit that has been Cash Collateralized, the funds held as Cash Collateral shall be applied (without any further action by or notice to or from the Borrower or any other Loan Party) to reimburse the L/C Issuers or the Lenders, as applicable.

2.06 Termination of Commitments.

(a) The Borrower may terminate the Aggregate Commitments in whole (but not in part); provided that (i) any such notice shall be received by the Administrative Agent not later than 2:00 p.m. three (3) Business Days prior to the date of termination, (ii) any such notice shall be irrevocable (except if such termination notice is being furnished in connection with a refinancing of the Obligations, such notice may be conditional upon the consummation of such refinancing, and (iii) the Borrower shall not terminate the Aggregate Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the Total Outstandings would exceed the Aggregate Commitments.

(b) [Reserved].

(c) The Administrative Agent will promptly notify the Lenders of any termination of the Aggregate Commitments under this Section 2.06. All fees accrued until the effective date of any such termination shall be paid on the effective date of such termination.

2.07 Term of Agreement; Repayment of Loans.

(a) This Agreement and the other Loan Documents shall become effective as of the Closing Date and shall continue in full force and effect for a term ending on the date that is thirty-six (36) months from the Closing Date (the "**Scheduled Maturity Date**"). In addition, the Borrower may terminate this Agreement in accordance with Section 2.06 above. Upon the Scheduled Maturity Date or any other effective date of termination of the Loan Documents, the Borrower shall pay to the Administrative Agent all outstanding and unpaid Obligations (except for contingent indemnification obligations for which no

claim has been asserted), and shall Cash Collateralize outstanding L/C Obligations (other than Letter of Credit Disbursements).

(b) The Borrower shall repay each Swing Line Loan on the Scheduled Maturity Date and in accordance with Section 2.04(c).

2.08 Interest.

(a) Subject to the provisions of Section 2.08(b) below, (i) each Loan which is a Term Benchmark Loan shall bear interest on the outstanding principal amount thereof at a rate per annum equal to the Term SOFR Rate plus the Applicable Margin; (ii) each Loan which is a Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Margin; and (iii) each Swing Line Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Margin; and (iv) [reserved].

(b) After the occurrence and during the continuance of an Event of Default, all Loans and other monetary Obligations may, at the option of the Administrative Agent or the discretion of the Required Lenders, bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

2.09 Fees. In addition to certain fees described in Section 2.03:

(a) Commitment Fee. The Borrower shall pay to the Administrative Agent, for the account of each Lender in accordance with its Applicable Percentage, a commitment fee (the "Commitment Fee") equal to a 0.50% per annum (the "Commitment Fee Rate"), times the actual daily amount by which the then Aggregate Commitments exceed the sum of (i) the principal amount of Loans (including Swing Line Loans), then outstanding, and (ii) the then L/C Credit Extensions. The Commitment Fee shall accrue at all times during the Availability Period, including at any time during which one or more of the conditions in Article IV is not met, and shall be due and payable monthly in arrears on the first Business Day after the end of each calendar month, commencing with the first such date to occur after the Closing Date, and on the last day of the Availability Period.

(b) Letter of Credit Fee. The Borrower agrees to pay Agent, for the ratable benefit of the Lenders, a Letter of Credit fee (the "Letter of Credit Fee") (which fee shall be in addition to the fronting fees and commissions, other fees, charges and expenses set forth in Section 2.03) that shall accrue at a per annum rate equal to 4.25%, times the average amount of the Letter of Credit Usage during the immediately preceding calendar month (or portion thereof).

(c) Other Fees. The Borrower shall pay to the Arranger and the Administrative Agent for their own respective accounts fees in the amounts and at the times specified in any Fee Letter. Such fees shall be payable in Dollars, fully earned when paid and shall not be refundable for any reason whatsoever.

(d) Defaulting Lender Fees. Subject to Section 2.03, the Borrower shall not be obligated to pay the Administrative Agent any Defaulting Lender's ratable share of the fees described in Section 2.03 and Section 2.09(a) for the period commencing on the day such Defaulting Lender becomes a Defaulting Lender and continuing for so long as such Lender continues to be a Defaulting Lender.

2.10 Computation of Interest and Fees. All computations of interest for Base Rate Loans when the Base Rate is determined by the Prime Rate shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest hereunder shall be made on the basis of a 360-day year and actual days elapsed. Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.12(a), bear interest for one day. All interest hereunder on any Loan shall be computed on a daily basis based upon the outstanding principal amount of such Loan as of the applicable date of determination. Each determination by the Administrative Agent of the applicable Base Rate or the Term SOFR Rate shall be conclusive and binding for all purposes, absent manifest error.

2.11 Evidence of Debt.

(a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by the Administrative Agent (the "Loan Account") in the ordinary course of business. In addition, each Lender may record in such Lender's internal records, an appropriate notation evidencing the date and amount of each Loan from such Lender, each payment and prepayment of principal of any such Loan, and each payment of interest, fees and other amounts due in connection with the Obligations due to such Lender. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive, absent manifest error, of the amount of the Credit Extensions made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender's Loans (in addition to such Lender's accounts or records). Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto. Upon receipt of an affidavit of a Lender as to the loss, theft, destruction or mutilation of such Lender's Note and upon cancellation of such Note, the Borrower will issue, in lieu thereof, a replacement Note in favor of such Lender, in the same principal amount thereof and otherwise of like tenor.

(b) In addition to the accounts and records referred to in Section 2.11(a), each Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Lender of participations in Letters of Credit and Swing Line Loans. In the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Lender in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

2.12 Payments Generally; Administrative Agent's Clawback.

(a) General. All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for

the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars and in immediately available funds not later than 2:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 2:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of Term Benchmark Loans (or in the case of any Borrowing of Base Rate Loans, prior to 12:00 noon on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or in the case of a Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation plus any administrative processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Loans. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Committed Loan included in such Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the time at which any payment is due to the Administrative Agent for the account of the Lenders or the L/C Issuers hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the applicable L/C Issuer, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or the L/C Issuers, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or the applicable L/C Issuer, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the NYFRB Rate.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Committed Loans, to fund participations in Letters of Credit and Swing Line Loans and to make payments pursuant to Section 11.04(c) are several and not joint. The failure of any Lender to make any Committed Loan, to fund any such participation or to make any payment under Section 11.04(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Committed Loan, to purchase its participation or to make its payment under Section 11.04(c).

(e) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

2.13 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of the Committed Loans made by it, or the participations in L/C Obligations or in Swing Line Loans held by it resulting in such Lender's receiving payment of a proportion of the aggregate amount of such Committed Loans or participations and accrued interest thereon greater than its pro rata share thereof as provided herein, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Committed Loans and subparticipations in L/C Obligations and Swing Line Loans of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Committed Loans and other amounts owing them, provided that:

(i) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this Section shall not be construed to apply to (x) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Committed Loans or subparticipations in L/C Obligations or Swing Line Loans to any assignee or participant, other than to the Borrower or any Subsidiary thereof (as to which the provisions of this Section shall apply).

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation.

2.14 Settlement Amongst Lenders.

(a) The amount of each Lender's Applicable Percentage of outstanding Loans (including outstanding Swing Line Loans, except that settlements of Swing Line Loans during the months of November and December of each year shall be required to be made by the Swing Line Lender only with respect to those Swing Line Loans in excess of \$2.0 million in the aggregate only (the "**Excess Swing Line Loans**")) shall be computed weekly (or more frequently in the Administrative Agent's discretion) and shall be adjusted upward or downward based on all Loans (including Swing Line Loans other than Excess Swing Line Loans) and repayments of Loans (including Swing Line Loans other than Excess Swing Line Loans) received by the Administrative Agent as of 3:00 p.m. on the first Business Day (such date, the "**Settlement Date**") following the end of the period specified by the Administrative Agent.

(b) The Administrative Agent shall deliver to each of the Lenders promptly after a Settlement Date a summary statement of the amount of outstanding Committed Loans for the period and the amount of repayments fees received for the period. As reflected on the summary statement, (i) the Administrative Agent shall transfer to each Lender its Applicable Percentage of repayments, and (ii) each Lender shall transfer to the Administrative Agent (as provided below) or the Administrative Agent shall transfer to each Lender, such amounts as are necessary to insure that, after giving effect to all such transfers, the amount of Committed Loans made by each Lender with respect to Committed Loans to the Borrower shall be equal to such Lender's Applicable Percentage of Committed Loans outstanding as of such Settlement Date. If the summary statement requires transfers to be made to the Administrative Agent by the Lenders and is received prior to 12:00 Noon on a Business Day, such transfers shall be made in immediately available funds no later than 3:00 p.m. that day; and, if received after 12:00 Noon, then no later than 3:00 p.m. on the next Business Day. The obligation of each Lender to transfer such funds is irrevocable, unconditional and without recourse to or warranty by the Administrative Agent. If and to the extent any Lender shall not have so made its transfer to the Administrative Agent, such Lender agrees to pay to the Administrative Agent, forthwith on demand such amount, together with interest thereon, for each day from such date until the date such amount is paid to the Administrative Agent, equal to the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation plus any administrative, processing, or similar fees customarily charged by the Administrative Agent in connection with the foregoing.

(c) The Administrative Agent shall deliver to the applicable Lenders promptly after the Administrative Agent's receipt thereof, all payments of interest, fees and Credit Party Expenses to which each such Lender is entitled.

(d) If any Lender shall fail to make any payment required to be made by it hereunder, then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations hereunder until all such unsatisfied obligations are fully paid. If at any time prior to the acceleration or maturity of the Loans, the Administrative Agent shall receive any payment in respect of principal of a Loan or a reimbursement of a L/C Extension while one or more Defaulting Lenders shall be party to this Agreement, the Administrative Agent shall apply such payment first to the Borrowing(s) for which such Defaulting Lender(s) shall have failed to fund its pro rata share until such time as such Borrowing(s) are paid in full or each Lender (including each Defaulting Lender) is owed its Applicable Percentage of all Loans then outstanding. After acceleration or maturity of the Loans, all principal will be paid ratably as provided in Section 8.03.

2.15 [Reserved].

2.16 [Reserved].

2.17 [Reserved].

**ARTICLE III
TAXES, YIELD PROTECTION AND ILLEGALITY**

3.01 Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without reduction or withholding for any Tax unless required by applicable Law, provided that if any Loan Party, the Administrative Agent or any other withholding agent shall be required by applicable Law to deduct any Indemnified Taxes (including any Other Taxes) from such payments, then (i) the sum payable by the Loan Party shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 3.01) the Administrative Agent or any Lender (with the term “Lender” in this Section 3.01 being deemed to include an L/C Issuer), as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) the applicable withholding agent shall make such deductions and (iii) the applicable withholding agent shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Law. For purposes of this Section 3.01, any payments by the Administrative Agent to a Lender of any amounts received by the Administrative Agent from any Loan Party on behalf of such Lender shall be treated as a payment from the Loan Party to such Lender.

(b) Payment of Other Taxes by the Loan Parties. Without limiting the provisions of subsection (a) above, the Loan Parties shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Law.

(c) Reimbursement by the Lenders. To the extent that the Borrower for any reason fails to pay any amount required under subsection (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof), the Swing Line Lender, the L/C Issuers or any Related Party of any of the foregoing, each Lender (other than the Swing Line Lender in its capacity as such) severally agrees to pay to the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender, the L/C Issuers or such Related Party, as the case may be, such Lender’s Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender or L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or the Collateral Agent in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.12(d).

(d) Indemnification by the Loan Parties. The Loan Parties shall, jointly and severally, indemnify the Administrative Agent and each Lender, within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 3.01) paid by the Administrative Agent or such Lender, as the case may be, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to

the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the applicable Loan Party to a Governmental Authority, the applicable Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(f) Status of Fee Recipients. Each Fee Recipient hereby represents that it is a Permitted Investor and agrees to update Internal Revenue Service Form W-9 (or its successor form) or applicable Internal Revenue Service Form W-8 (or its successor form) upon any change in such Person's circumstances or if such form expires or becomes inaccurate or obsolete, and to promptly notify the Borrower and the Administrative Agent if such Person becomes legally ineligible to provide such form.

(g) Status of Foreign Lenders. To the extent it is legally entitled to do so, any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the applicable Loan Party is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Loan Document shall deliver to the Loan Parties (with a copy to the Administrative Agent), at the time or times prescribed by applicable Law or reasonably requested by the Loan Parties or the Administrative Agent, such properly completed and executed documentation prescribed by applicable Law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if requested by the Loan Parties or the Administrative Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Loan Parties or the Administrative Agent as will enable the Loan Parties or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in this Section 3.01(g)(iv), Section 3.01(h) and Section 3.01(i) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender. Each Lender shall, whenever a lapse in time or change in circumstances renders such documentation (including any specific documentation required below in this Section 3.01(g), Section 3.01(h) or Section 3.01(i)) obsolete, expired or inaccurate in any material respect, deliver promptly to the Borrower and the Administrative Agent updated or other appropriate documentation (including any new documentation reasonably requested by the Borrower or the Administrative Agent) or promptly notify the Borrower and the Administrative Agent that it is legally unable to do so.

Without limiting the generality of the foregoing, any Foreign Lender, to the extent it is legally entitled to do so, shall deliver to the Loan Parties and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Loan Parties or the Administrative Agent, but only if such Foreign Lender is legally entitled to do so), whichever of the following is applicable:

- (i) duly completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E (as applicable) claiming eligibility for benefits of an income tax treaty to which the United States is a party,
- (ii) duly completed copies of Internal Revenue Service Form W-8ECI,

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit M-1 to the effect that such Foreign Lender is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, a “10 percent shareholder” of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code (a “**U.S. Tax Compliance Certificate**”) and (y) executed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E (as applicable),

(iv) to the extent a Foreign Lender is not the beneficial owner, executed copies of Internal Revenue Service Form W-8IMY, accompanied by Internal Revenue Service Form W-8ECI, Internal Revenue Service Form W-8BEN or W-8BEN-E (as applicable), a U.S. Tax Compliance Certificate substantially in the form of Exhibit M-3 or Exhibit M-4, Internal Revenue Service Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit M-2 on behalf of each such direct and indirect partner, or

(v) two properly completed and duly signed original copies of any other form prescribed by applicable U.S. federal income tax laws (including the Treasury Regulations) as a basis for claiming a complete exemption from, or a reduction in, U.S. federal withholding tax on any payments to such Lender under the Loan Documents.

(h) Status of Non-Foreign Lenders. Any Lender that is not a Foreign Lender shall deliver to the Loan Parties and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Loan Parties or the Administrative Agent), executed originals of Internal Revenue Service Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax.

(i) FATCA. If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Loan Parties and the Administrative Agent at the time or times prescribed by Law and at such time or times reasonably requested by the Loan Parties or the Administrative Agent such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Loan Parties or the Administrative Agent as may be necessary for the Loan Parties and the Administrative Agent to comply with their obligations under FATCA and to determine whether such Lender has complied with such Lender’s obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (i), “FATCA” shall include any amendments made to FATCA after the date of this Agreement.

(j) Treatment of Certain Refunds. If the Administrative Agent or any Lender determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by the applicable Loan Party or with respect to which the applicable Loan Party has paid additional amounts pursuant to this Section 3.01, it shall pay to the Loan Parties an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Loan Parties under this Section 3.01 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses (including any Taxes) of the

Administrative Agent or such Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the applicable Loan Party, upon the request of the Administrative Agent or such Lender, agree to repay the amount paid over to such Loan Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender if the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (j), in no event will the Administrative Agent or any Lender be required to pay any amount to a Loan Party pursuant to this paragraph (j) the payment of which would place the Administrative Agent or the Lender in a less favorable net after-Tax position than the Administrative Agent or the Lender would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This subsection shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Loan Parties or any other Person.

3.02 Alternate Rate of Interest; Illegality.

(a) Subject to clauses (b), (c), (d), (e), and (f) of this Section 3.02, if:

(i) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) prior to the commencement of any interest period for a Term Benchmark Borrowing, that adequate and reasonable means do not exist for ascertaining the Term SOFR Rate (including because the Term SOFR Reference Rate is not available or published on a current basis), for such interest period; or

(ii) the Administrative Agent is advised by the Required Lenders that prior to the commencement of any interest Period for a Term Benchmark Borrowing, the Term SOFR Rate for such interest period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such interest period;

then the Administrative Agent or such Lenders (or Lender) shall promptly notify the Borrower (and the Administrative Agent, if applicable) thereof and, so long as such circumstances shall continue, (i) the Administrative Agent and/or such Lenders (or Lender) shall be under no obligation to make any Term Benchmark Loans, (ii) on the last day of the then-current calendar month (if such circumstances are continuing as of such date), each Term Benchmark Loan shall, unless then paid in full, automatically convert to a Base Rate Loan and (iii) when such circumstances are no longer continuing the Administrative Agent or the affected Lender (or Lenders) as applicable, shall promptly notify the Borrower (and the Administrative Agent, if applicable) thereof and on the last day of the then-current calendar month, any Loan that was converted to a Base Rate Loan pursuant to clause (ii) above shall, unless then paid in full, automatically convert to a Term Benchmark Loan.

(b) Notwithstanding anything to the contrary herein or in any other Loan Document (and any Swap Contract shall be deemed not to be a “Loan Document” for purposes of this Section 3.02), if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (a) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this

Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (b) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(c) Notwithstanding anything to the contrary herein or in any other Loan Document, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(d) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (e) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 3.02, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 3.02.

(e) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of “Interest Period” (or related concept) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” (or related concept) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) Upon the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Term Benchmark Borrowing of Term Benchmark Loans to be made during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted (1) any such request for a Term Benchmark Borrowing into a request for a Borrowing of Base Rate Loans. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any

determination of the Base Rate. Furthermore, if any Term Benchmark Loan is outstanding on the date of the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such Term Benchmark Loan, then until such time as a Benchmark Replacement is implemented pursuant to this Section 3.02, any Term Benchmark Loan shall on the last day of the interest period applicable to such Loan be converted by the Administrative Agent to, and shall constitute, a Base Rate Loan on such day.

3.03 Increased Costs.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;

(ii) subject any Lender to any Taxes (other than (A) Indemnified Taxes covered in Section 3.01, (B) taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) with respect to this Agreement, any Letter of Credit, any participation in a Letter of Credit or any Loan made by it, or on its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the applicable offshore interbank market any other condition, cost or expense affecting this Agreement or Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Term Benchmark Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any Lending Office of such Lender or such Lender's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, Letters of Credit issued by, or participations in Letters of Credit held by, such Lender, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company as specified in subsection (a) or (b) of this Section 3.03, in reasonable detail sufficient to allow the Borrower to verify such calculation, and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this Section 3.03 shall not constitute a waiver of such Lender's right to demand such compensation, provided that the Borrower shall not be required to compensate a Lender pursuant to the foregoing provisions of this Section 3.03 for any increased costs incurred or reductions suffered more than six months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the six-month period referred to above shall be extended to include the period of retroactive effect thereof).

3.04 [Reserved].

3.05 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.03, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then such Lender shall use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.03, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.03, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender is a Defaulting Lender, the Borrower may replace such Lender in accordance with Section 11.13.

3.06 Survival. All of the Borrower's obligations under this Article III shall survive termination of the Aggregate Commitments and repayment of all other Obligations hereunder.

ARTICLE IV CONDITIONS PRECEDENT TO CREDIT EXTENSIONS

4.01 Conditions of Initial Credit Extension. The obligation of each Lender to make its initial Credit Extension hereunder on the Closing Date or for the Administrative Agent to arrange for any Letters of Credit on the Closing Date is subject to the prior or substantially concurrent satisfaction or waiver pursuant to Section 11.01 of the following conditions:

(a) The Administrative Agent's receipt of the following, each in form and substance reasonably satisfactory to the Administrative Agent:

(i) executed counterparts of this Agreement and the Perfection Certificate by each of the parties thereto;

(ii) a Note executed by the Borrower in favor of each Lender requesting a Note;

(iii) the Security Agreement, the Pledge Agreement and the Intellectual Property Security Agreement, each duly executed by each Loan Party thereto, together with:

(A) UCC financing statements in form satisfactory to the Administrative Agent for filing under the Uniform Commercial Code of all jurisdictions in which any Loan Party is organized,

(B) evidence that all other action that the Administrative Agent may deem necessary or desirable in order to perfect the Liens created under the Collateral Documents has been taken (including receipt of duly executed payoff letters, and UCC-3 termination statements); and

(C) evidence that all action required to perfect the Collateral Agent's security interest in the Intellectual Property of the Loan Parties that own Intellectual Property registered in the United States Patent & Trademark Office or the United States Copyright Office has been or will be taken;

(iv) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party;

(v) good standing or active status certificates, as applicable, of each Loan Party in its jurisdiction of organization and, to the extent reasonably requested by the Administrative Agent, bring-down good standing or active status certificates, as applicable;

(vi) an opinion of Latham & Watkins LLP, counsel to the Loan Parties, in form and substance reasonably satisfactory to the Administrative Agent;

(vii) a certificate signed by a Responsible Officer of the Borrower certifying that the conditions specified in Sections 4.02(a) and (b) have been satisfied;

(viii) a certificate signed by a Responsible Officer of the Borrower certifying that, after giving effect to the Transaction, the Loan Parties on a Consolidated basis are Solvent;

(ix) certificates of insurance naming the Collateral Agent, on behalf of the Lenders, as an additional insured or loss payee, as the case may be, under all insurance policies maintained with respect to the assets and properties of the Loan Parties that constitute Collateral as may be requested by the Administrative Agent;

(x) any releases, terminations and such other documents as Administrative Agent may reasonably request to evidence and effectuate the termination of the DIP ABL Facility [and any existing Indebtedness or other obligations to be repaid and/or terminated on the Closing Date];

(xi) copies of documentation for the Term Facility, which documentation shall include the Term Loan Agreement and all exhibits and schedules thereto and the Term Facility shall have become effective substantially concurrently with this Agreement on the Closing Date;

(xii) executed counterparts of the Intercreditor Agreement from each of the parties thereto;

(xiii) results of searches or other evidence reasonably satisfactory to the Collateral Agent (in each case dated as of a date reasonably satisfactory to the Collateral Agent) indicating the absence of Liens on the assets of the Loan Parties, except for Permitted Liens and Liens for which termination statements and releases or subordination agreements are being tendered on the Closing Date; and

(xiv) such other certificates, documents, consents or opinion as the Administrative Agent may reasonably require.

(b) The Administrative Agent shall have received a Borrowing Base Calculation (either by Approved Electronic Communications or in writing) prepared as of a date not earlier than [December 28, 2024].

(c) [Reserved].

(d) The Lenders shall have received, to the extent requested, all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act.

(e) [Reserved].

(f) Excess Availability. After giving effect to the Credit Extensions to be made on the Closing Date, and the consummation of all transactions contemplated hereby to occur on the Closing Date (including, for the avoidance of doubt, the borrowing of Term Loans on the Closing Date), Excess Availability shall be no less than \$[●].

(g) The Bankruptcy Court shall have entered an order, in form and substance reasonably satisfactory to Agent, confirming an Approved Plan of Reorganization (the “Confirmation Order”), and the Confirmation Order shall not have been stayed by the Bankruptcy Court or by any other court having jurisdiction to issue any such stay, it being understood and agreed that (i) the Confirmation Order shall have been entered upon proper notice to all parties to be bound by the Approved Plan of Reorganization, all as may be required by the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and any applicable local bankruptcy rules, and (ii) the Confirmation Order must be in full force and effect.

(h) An Approved Plan of Reorganization shall have been substantially consummated substantially concurrently with the occurrence of the Closing Date.

Without limiting the generality of the provisions of Section 9.07, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

4.02 Conditions to All Credit Extensions. The obligation of each Lender to honor any Request for Credit Extension (including on the Closing Date), is subject to the following conditions precedent:

(a) The representations and warranties of the Borrower and each other Loan Party contained in this Agreement and the other Loan Documents shall be true and correct in all material respects on and as of the date of such Credit Extension, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date; provided that, in each case, any representation and warranty that is qualified as to “materiality,” “Material Adverse Effect” or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on and as of the date of such Credit Extension or on such earlier date, as the case may be.

(b) No Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds thereof.

(c) The Administrative Agent and, if applicable, each L/C Issuer or the Swing Line Lender shall have received a Request for Credit Extension in accordance with the requirements hereof.

Each Request for Credit Extension submitted by the Borrower shall be deemed to be a representation and warranty that the conditions specified in Section 4.02(b), and solely with respect to a Credit Extension on the Closing Date, Section 4.02(a) have been satisfied on and as of the date of the applicable Credit Extension.

ARTICLE V REPRESENTATIONS AND WARRANTIES

Each of the Loan Parties represents and warrants to the Administrative Agent and the Lenders that:

5.01 Existence, Qualification and Power. Each Loan Party and each of its Subsidiaries (a) is duly organized or formed, validly existing and, as applicable, in good standing or of active status under the Laws of the jurisdiction of its incorporation or organization (to the extent such concepts exist in such jurisdiction), (b) has all requisite power and authority and all requisite governmental licenses, permits, authorizations, consents and approvals to (i) own or lease its assets and carry on its business as currently conducted or proposed to be conducted, and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party, and (c) is duly qualified and is licensed and, as applicable, in good standing (to the extent such concepts exist in such jurisdiction) or of active status under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clause (b)(i) or (c), to the extent that failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Schedule 5.01 annexed hereto sets forth, as of the Closing Date, each Loan Party’s name as it appears in official filings in its state of incorporation or organization, its state of incorporation or organization, organization type, organization number, if any, issued by its state of incorporation or organization and its Federal employer identification number.

5.02 Authorization; No Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is or is to be a party have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of any of such Person’s Organization Documents; (b) conflict with or result in any breach or contravention of, or the creation of (or the requirement to create) any Lien under, or require any payment to be made under (i) any Contractual Obligation or Material Indebtedness to which such Person is a party or affecting such Person or the properties of such Person or any of the Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (c) violate any applicable Law, except in the case of clause (b) or (c), to the extent that such conflict,

breach, contravention or violation could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.03 Governmental Authorization; Other Consents. No material approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document or the Term Loan Documents, except for (a) filings necessary to perfect the Liens on the Collateral granted by the Loan Parties pursuant to the Collateral Documents, (b) the approvals, consents, exemptions, authorizations, actions, notices and filings that have been duly obtained, taken, given or made and are in full force and effect (except to the extent not required to be obtained, taken, given or made or in full force and effect pursuant to the Collateral Documents) and (c) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make would not reasonable be expected to have, individually or in the aggregate, a Material Adverse Effect.

5.04 Binding Effect. This Agreement and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by each Loan Party that is party thereto. This Agreement and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

5.05 Financial Statements; No Material Adverse Effect.

(a) [Reserved].

(b) Since [December 22, 2024], there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

(c) The Consolidated forecasted balance sheet, statements of income and cash flows of Holdings and its Subsidiaries delivered pursuant Section 6.01, when taken as a whole, were prepared in good faith on the basis of the assumptions stated therein, which assumptions were reasonable in light of the conditions existing at the time of delivery of such forecasts, and represented, at the time of delivery, a reasonable estimate of the Borrower's and its Subsidiaries future financial condition and performance (it being understood that (i) no forecasts are to be viewed as facts, (ii) any forecasts are subject to significant uncertainties and contingencies many of which are beyond the control of the Loan Parties, (iii) no assurance can be given that any particular forecasts will be realized and (iv) actual results may differ and such differences may be material).

5.06 Litigation. There are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Loan Parties threatened (in writing) at law, in equity, in arbitration or before any Governmental Authority, by or against Holdings or any of its Subsidiaries or against any of their properties or revenues that (a) purport to affect or pertain to this Agreement or any other Loan Document, or (b) would reasonably be expected to have a Material Adverse Effect.

5.07 [Reserved].

5.08 Ownership of Property; Liens; Investments.

(a) Each Loan Party and each of the Subsidiaries has good record, marketable and insurable title in fee simple to all owned Real Estate necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each Loan Party and each of the Subsidiaries has good record and marketable title to, or valid leasehold interests in, all personal property necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No Mortgage encumbers improved owned Real Estate that is located in an area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards within the meaning of the National Flood Insurance Act of 1968 unless flood insurance has been obtained in accordance with Section 6.07(b).

(b) The properties and assets of each Loan Party and each of the Subsidiaries are subject to no Liens, other than (i) with respect to Mortgaged Property, Permitted Encumbrances and (ii) with respect to all other properties and assets, Permitted Liens.

(c) Schedule 5.08(c) sets forth a complete and accurate list as of the Closing Date of all Real Estate owned by each Loan Party and each of the Subsidiaries showing the street address, county or other relevant jurisdiction, state, record owner and book and estimated fair value thereof.

(d) (i) Schedule 5.08(d)(i) sets forth a complete and accurate list of all Leases under which any Loan Party is the lessee as of the Closing Date showing the street address, county or other relevant jurisdiction, state, lessor, lessee and expiration date.

(ii) Schedule 5.08(d)(ii) sets forth a complete and accurate list of all leases of Real Estate under which any Loan Party is the lessor as of the Closing Date showing the street address, county or other relevant jurisdiction, state, lessor, lessee, expiration date and annual rental cost thereof.

(e) Schedule 5.08(e) sets forth a complete and accurate list of all Investments held by any Loan Party or any Subsidiary of a Loan Party on the date hereof, showing as of the date hereof the amount, obligor or issuer and maturity, if any, thereof.

5.09 Environmental Matters.

(a) Neither any Loan Party nor any Subsidiary (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any Environmental Permit, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability, except, in each case, as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Except as would not reasonably be expected to result in a Material Adverse Effect, (i) none of the properties currently or, to the knowledge of the Loan Parties, formerly owned, leased, or operated by any Loan Party or any Subsidiary is listed or, to the knowledge of the Loan Parties, proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state or local list or is adjacent to any such property; (ii) none of the properties to which any Loan Party or any Subsidiary has, directly or indirectly, transported or arranged for the transportation of any Hazardous Materials, is listed or, to the knowledge of the Loan Parties, proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state or local list; (iii) there are no and, to the knowledge of the Loan Parties, never have been any underground or above-ground storage tanks or any surface impoundments, septic tanks, pits, sumps or lagoons in which Hazardous Materials are being or have been treated, stored or disposed on any property

currently owned, leased, or operated by any Loan Party or any Subsidiary or, to the knowledge of the Loan Parties, on any property formerly owned, leased, or operated by any Loan Party or any Subsidiary; (iv) there is no asbestos or asbestos-containing material on any property currently owned or operated by any Loan Party or any Subsidiary; and (v) Hazardous Materials have not been Released, discharged, or disposed of on any property currently or, to the knowledge of the Loan Parties, formerly owned, leased, or operated by any Loan Party or any Subsidiary.

(c) (i) Neither any Loan Party nor any Subsidiary is undertaking, and has not completed, either individually or together with other potentially responsible parties, any investigation or assessment or remedial or response action relating to any actual or threatened Release, discharge or disposal of Hazardous Materials at any site, location or operation, either voluntarily or pursuant to the order of any Governmental Authority or the requirements of any Environmental Law, except as would not reasonably be expected to result in a Material Adverse Effect; and (ii) all Hazardous Materials generated, used, treated, handled, stored, or transported by, or on behalf of, any Loan Party or any Subsidiary have been disposed of in a manner which would not reasonably expected to result in a Material Adverse Effect.

5.10 Insurance. Schedule 5.10 sets forth a description of all insurance maintained by or on behalf of the Loan Parties as of the Closing Date. As of the Closing Date, each insurance policy listed on Schedule 5.10 is in full force and effect and all premiums in respect thereof that are due and payable have been paid.

5.11 Taxes. The Loan Parties and their Subsidiaries have filed all material Tax returns and reports required to be filed, and have paid all Taxes levied or imposed upon them or their properties, income or assets otherwise due and payable and have satisfied all of their Tax withholding obligations, except (a) Taxes which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP and which contest effectively suspends the collection of the contested obligation and the enforcement of any Lien securing such obligation and (b) any Tax return, report or Taxes, the failure to file or to pay, as the case may be, would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect. There is no proposed Tax deficiency or assessment known to any Loan Party against the Loan Party or any Subsidiary that would, if made, individually or in the aggregate, have a Material Adverse Effect. Except as could not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, each Loan Party and each of its Subsidiaries has made adequate provisions in accordance with GAAP for all Taxes not yet due and payable.

5.12 ERISA Compliance.

(a) Except as could not reasonably be expected to result in a Material Adverse Effect, (i) each Plan is in compliance with its terms and the applicable provisions of ERISA and the Code, (ii) each Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto and, to the knowledge of the Borrower, nothing has occurred which could reasonably be expected to prevent, or cause the loss of, such qualification, and (iii) Holdings, the Borrower and each ERISA Affiliate have made all required contributions to each Pension Plan, and no application for a funding waiver or an extension of any amortization period pursuant to Section 412 of the Code has been made with respect to any Pension Plan.

(b) There are no pending or, to the knowledge of the Loan Parties, threatened claims (other than claims for benefits in the normal course), actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could, individually or in the aggregate, reasonably be expected to

have a Material Adverse Effect. There has been no nonexempt “prohibited transaction” (as defined in Section 406 of ERISA and Section 4975 of the Code) or violation of the fiduciary responsibility rules by Holdings or the Borrower with respect to any Plan that, individually or in the aggregate, has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) Except as could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect: (i) no ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has any Unfunded Pension Liability as of the most recent valuation date for such Pension Plan; (iii) none of Holdings, the Borrower or any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iv) none of Holdings, the Borrower or any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (v) none of Holdings, the Borrower or any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA.

(d) Except as would not reasonably be expected to result in a Material Adverse Effect: (i) each Foreign Plan has been maintained in compliance with its terms and with the requirements of any and all applicable laws, statutes, rules, regulations and orders and has been maintained, where required, in good standing with applicable regulatory authorities, (ii) none of Holdings, the Borrower or any Subsidiary have incurred any obligation in connection with the termination of or withdrawal from any Foreign Plan, and (iii) the present value of the accrued benefit liabilities (whether or not vested) under each Foreign Plan which is funded, determined as of the end of the most recently ended Fiscal Year of Holdings, the Borrower or any Subsidiary (based on the actuarial assumptions used for purposes of the applicable jurisdiction’s financial reporting requirements), did not exceed the current value of the assets of such Foreign Plan (and for each Foreign Plan which is not funded, the obligations of such Foreign Plan are properly accrued).

5.13 Subsidiaries; Equity Interests; Loan Parties. As of the Closing Date, no Loan Party has any Subsidiaries other than those specifically disclosed in Part (a) of Schedule 5.13, and all of the outstanding Equity Interests in such Subsidiaries have been validly issued, are fully paid and non-assessable and are owned by a Loan Party in the amounts specified on Part (a) of Schedule 5.13 free and clear of all Liens except those created under the Collateral Documents and the Term Loan Documents and the Swedish Credit Facility and any nonconsensual Lien that is permitted under Section 7.01. As of the Closing Date no Loan Party has any equity investments in any other corporation or entity other than those specifically disclosed in Part (b) of Schedule 5.13.

5.14 Margin Regulations; Investment Company Act.

(a) None of the proceeds of the Loans shall be used in any manner that would result in a violation of Regulations T, U or X of the FRB.

(b) None of the Loan Parties or any Subsidiary is or is required to be registered as an “investment company” under the Investment Company Act of 1940.

5.15 Disclosure.

(a) No written report, financial statement, certificate or other information furnished by or on behalf of the Loan Parties to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under

any other Loan Document (in each case as modified or supplemented by other information so furnished), taken as a whole, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading; provided that, with respect to (i) projected financial information, financial estimates, forecasts or other forward-looking information, the Loan Parties represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time and (ii) such information shall not include information of a general economic or general industry nature.

(b) As of the Closing Date, to the best knowledge of the Borrower, the information included in the most recent Beneficial Ownership Certification provided on or prior to the Closing Date to any Lender in connection with this Agreement is true and correct in all respects.

5.16 Compliance with Laws. Each Loan Party and each Subsidiary thereof is in compliance in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

5.17 Intellectual Property; Licenses, Etc. Each Loan Party and each of its Subsidiaries own, or possess the right to use, all of the Intellectual Property that are reasonably necessary for the operation of their respective businesses, except as would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect, and Schedule 5.17 (as supplemented by any writing delivered pursuant to Section 6.02(g)) sets forth a complete and accurate list of all such Intellectual Property owned by each Loan Party and each of its Subsidiaries which are registered with the United States Patent and Trademark Office and United States Copyright Office. To the knowledge of the Borrower, no slogan or other advertising or other material or patent, trademark or copyright now employed by any Loan Party or any of its Subsidiaries infringes upon any Intellectual Property right held by any other Person, except to the extent that any such infringement could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 5.17, no claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Loan Parties, threatened, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.18 Solvency. On a Consolidated basis, after giving effect to the Transaction, the Loan Parties are Solvent

5.19 [Reserved].

5.20 Labor Matters. There are no strikes, lockouts, slowdowns or other material labor disputes against any Loan Party pending or, to the knowledge of any Loan Party, threatened that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. To the knowledge of the Borrower and Holdings, (a) the hours worked by and payments made to employees of the Loan Parties comply in all material respects with the Fair Labor Standards Act and any other applicable Federal, state, local or foreign Law dealing with such matters, (b) no Loan Party has incurred any material liability or obligation under the Worker Adjustment and Retraining Act or similar state Law and (c) all payments due from any Loan Party, or for which any claim may be made against any Loan Party, on account of wages and employee health and welfare insurance and other benefits, have been paid or properly accrued in all material respects in accordance with GAAP as a liability on the books of such Loan Party. There are no representation proceedings pending or, to any Loan Party's knowledge, threatened to be filed with the National Labor Relations Board, and no labor organization or group of employees of any Loan Party has

made a pending demand for recognition except those that could not reasonably be expected to have a Material Adverse Effect. There are no complaints, unfair labor practice charges, grievances, arbitrations, unfair employment practices charges or any other claims or complaints against any Loan Party pending or, to the knowledge of any Loan Party, threatened to be filed with any Governmental Authority or arbitrator based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment of any employee of any Loan Party except those that could not reasonably be expected to have a Material Adverse Effect.

5.21 Collateral Documents. The provisions of the Collateral Documents are effective to create in favor of the Collateral Agent for the benefit of the Credit Parties a legal, valid and enforceable First Priority Lien or Second Priority Lien, as applicable (subject to Permitted Liens), on all right, title and interest of the respective Loan Parties in the Collateral described therein, and (a) when all appropriate filings or recordings are made in the appropriate offices as may be required under applicable law and (b) upon the taking of possession or control by the Collateral Agent of such Collateral with respect to which a security interest may be perfected only by possession or control (which possession or control shall be given to the Collateral Agent to the extent required by any Collateral Document), such Collateral Document will constitute fully perfected Liens on, and security interests in, all right, title and interest of the Loan Parties in such Collateral. Prior to the Discharge of Term Obligations, the representations made in this Section 5.21 with respect to possession or control of any Collateral on which there is a Second Priority Lien by the Collateral Agent shall be deemed to refer to the possession or control of such Collateral by the collateral agent for the Term Facility (holding for the benefit of the Collateral Agent for the Credit Parties).

5.22 USA PATRIOT Act. To the extent applicable, each of Holdings and its Subsidiaries is in compliance, in all material respects, with (a) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto and (b) the USA PATRIOT Act. No part of the proceeds of the Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

5.23 Anti-Corruption Laws and Sanctions. Each Loan Party has implemented and maintains in effect policies and procedures designed to ensure compliance by such Loan Party, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and such Loan Party, its Subsidiaries and their respective officers and employees and, to the knowledge of such Loan Party, its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) any Loan Party, any Subsidiary or any of their respective directors, officers or employees, or (b) to the knowledge of any such Loan Party or Subsidiary, any agent of such Loan Party or any Subsidiary that will act in any capacity in connection with or benefit from the ABL Facility established hereby, is a Sanctioned Person. No Borrowing or Letter of Credit, use of proceeds, or transaction contemplated by this Agreement or the other Loan Documents will violate Anti-Corruption Laws or applicable Sanctions.

5.24 Affected Financial Institutions. No Loan Party is an Affected Financial Institution.

5.25 Plan Assets. No Loan Party or any of its Subsidiaries is an entity deemed to hold “plan assets” (within the meaning of the Plan Asset Regulations).

**ARTICLE VI
AFFIRMATIVE COVENANTS**

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement), the Borrower shall, and shall (except in the cases of the covenants set forth in Sections 6.01, 6.02 and 6.03) cause each Subsidiary to:

6.01 Financial Statements and Other Information. Deliver to the Administrative Agent, in form and detail reasonably acceptable to the Administrative Agent:

(a) as soon as available, but in any event within 90 days after the end of each Fiscal Year of Holdings, a Consolidated balance sheet of Holdings and its Subsidiaries as at the end of such Fiscal Year, and the related Consolidated statements of income or operations, shareholders' equity (if available) and cash flows for such Fiscal Year setting forth in each case in comparative form the figures for the previous Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, audited and accompanied by a report and opinion of Ernst & Young LLP or another Registered Public Accounting Firm of nationally recognized standing reasonably satisfactory to the Administrative Agent, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit (it being agreed that an explanatory or emphasis of matter paragraph does not constitute a qualification or exception) (provided that such report may contain a "going concern" or like qualification or exception, or qualification arising out of the scope of the audit, if such qualification or exception arises solely with respect to, results from or arises on account of (i) an upcoming maturity date hereunder or under any other Indebtedness Incurred in compliance with this Agreement or (ii) any potential or actual inability to satisfy any financial maintenance covenant included in this Agreement or any other Indebtedness of the Borrower or its Subsidiaries);

(b) as soon as available, but in any event within 50 days after the end of each of the first three Fiscal Quarters of each Fiscal Year of Holdings (commencing with the Fiscal Quarter ending December 28, 2024) a Consolidated balance sheet of Holdings and its Subsidiaries as at the end of such Fiscal Quarter, and the related Consolidated statements of income or operations and cash flows for such Fiscal Quarter and for the portion of Holdings' Fiscal Year then ended, setting forth in each case in comparative form the figures for the corresponding Fiscal Quarter of the previous Fiscal Year and the corresponding portion of the previous Fiscal Year and to the figures as set forth in the projections delivered pursuant to Section 6.01(d), all in reasonable detail, certified by a Responsible Officer on behalf of Holdings as fairly presenting in all material respects the financial condition, results of operations, shareholders' equity and cash flows of Holdings and its Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments, including, but not limited to, purchase accounting adjustments, and the absence of footnotes;

(c) as soon as available, but in any event within 40 days after the end of each of the Fiscal Months of each Fiscal Year of Holdings (commencing with the Fiscal Month ending in February 2025), a Consolidated balance sheet of Holdings and its Subsidiaries as of the end of such Fiscal Month, and the related Consolidated statements of income or operations and cash flows for such Fiscal Month and for the portion of Holdings' Fiscal Year then ended, setting forth in each case in comparative form for the corresponding month of the previous Fiscal Year and the corresponding portion of the previous Fiscal Year, and to the figures as set forth in the projections delivered pursuant to Section 6.01(d), all in reasonable detail and duly certified by a Responsible Officer on behalf of Holdings as fairly presenting in all material respects the financial condition, results of operations, shareholders' equity, and cash flows of Holdings and

its Subsidiaries in accordance with GAAP, subject only to normal year-end and quarterly adjustments and the absence of footnotes; and

(d) as soon as available, but in any event no later than 60 days after the end of each Fiscal Year of Holdings (commencing with the Fiscal Year ending March 29, 2025), an annual budget of Holdings and its Subsidiaries on a Consolidated basis for the immediately following Fiscal Year, prepared by management of the Loan Parties for its internal use consistent with the annual budget and related financial statements delivered by the Borrower under the Existing Credit Agreement or as otherwise reasonably acceptable to the Administrative Agent.

6.02 Certificates; Other Information. Deliver to the Administrative Agent, in form and detail reasonably satisfactory to the Administrative Agent:

(a) concurrently with the delivery of the financial statements referred to in Sections 6.01(a) and (a), (i) a duly completed Compliance Certificate signed by a Responsible Officer of Holdings, as of the most recent Fiscal Quarter end for which financial statements are available or were required to be delivered under Section 6.01(a) or Section 6.01(a), and (ii) notice of any change in the location of any office in which a Loan Party maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility);

(b) concurrently with the delivery of the financial statements referred to in Section 6.01(c), a duly completed Compliance Certificate signed by a Responsible Officer of Holdings, as of the most recent Fiscal Quarter end for which financial statements are available or were required to be delivered under Section 6.01(c).

(c) the Borrowing Base Calculation information and items described on Schedule 6.02(c) hereto by the respective dates set forth therein. All information provided by the Borrower to the Administrative Agent in each Borrowing Base Calculation (i) shall be certified (through ABLSoft) to be true and correct in all respects and based on information contained in the Borrower's financial records, (ii) shall be in accordance with the representations, warranties, agreements and covenants for such information in this Agreement as to the determination of the Borrowing Base and (iii) may be utilized for the determination and calculation of the Borrowing Base;

(d) promptly after the same are publicly available, copies of all annual, regular, periodic and special reports and registration statements which Holdings or the Borrower may file or be required to file with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934, or with any national securities exchange, and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(e) not later than seven (7) Business Days after receipt thereof by any Loan Party or any Subsidiary thereof, copies of all notices, requests and other documents (including amendments, waivers and other modifications) so received under or pursuant to any Term Loan Document or instrument, indenture, loan or credit or similar agreement regarding or related to any breach or default by any party thereto or any other event that, in each case, could have a Material Adverse Effect;

(f) promptly after any Loan Party has knowledge thereof, written notice of (i) any action or proceeding relating to any Environmental Law pending or threatened against any Loan Party or any of its Subsidiaries, (ii) any noncompliance with any Environmental Law by any Loan Party or any of its Subsidiaries, (iii) the existence of any Environmental Liability, or (iv) the existence of any Release of

Hazardous Materials at any property currently or formerly owned, leased or operated by any Loan Party or any of its Subsidiaries, which action, proceeding, non-compliance, Environmental Liability or Release could (x) reasonably be expected to have a Material Adverse Effect, or (y) cause any property described in the Mortgages to be subject to any material restrictions on ownership, occupancy, use or transferability under any Environmental Law;

(g) as soon as available, but in any event within thirty (30) days after the end of each Fiscal Year of the Borrower, to the extent that it would reflect information not previously delivered to the Administrative Agent, (i) a report supplementing Schedules 5.08(c), 5.08(d) and 5.08(d)(ii), including an identification of all owned real property disposed of by any Loan Party or any Subsidiary thereof and all leased real property disposed of by any Loan Party or any Domestic Subsidiary during such Fiscal Year, a list and description (including the street address, county or other relevant jurisdiction, state, record owner, book value thereof and, in the case of leases of property, lessor, lessee, expiration date and annual rental cost thereof) of all Real Estate acquired or leased during such Fiscal Year and a description of such other changes in the information included in such Schedules as may be necessary for such Schedules to be accurate and complete, (ii) a report supplementing Schedules 5.08(e), 5.13 and 5.17 containing a description of all changes in the information included in such Schedules as may be necessary for such Schedules to be accurate and complete, each such report to be signed by a Responsible Officer of Holdings and to be in a form reasonably satisfactory to the Administrative Agent and (iii) a duly completed Perfection Certificate Supplement;

(h) at least five (5) Business Days prior written notice (or such shorter period as to which the Administrative Agent in its sole discretion agrees) of any change in: (i) any Loan Party's name (ii) any Loan Party's organizational structure or jurisdiction of incorporation or formation; or (iii) any Loan Party's Federal Taxpayer Identification Number or organizational identification number assigned to it by its state of organization;

(i) promptly after the request by the Administrative Agent or any Lender, all documentation and other information that the Administrative Agent or such Lender reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act and the Beneficial Ownership Regulation;

(j) upon request by the Administrative Agent, copies of: (i) each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) filed by any ERISA Affiliate with the Internal Revenue Service with respect to each Pension Plan; (ii) the most recent actuarial valuation report for each Pension Plan; and (iii) all notices received by any ERISA Affiliate from a Multiemployer Plan sponsor or any governmental agency concerning an ERISA Event; and

(k) promptly, such additional information regarding the business, financial, legal or corporate affairs of any Loan Party or any Subsidiary thereof, as the Administrative Agent may from time to time reasonably request.

Documents required to be delivered pursuant to Section 6.01(a) or (a) or Section 6.02(c) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered by Approved Electronic Communications and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet at the website address listed on Schedule 11.02; or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the

Administrative Agent); provided that: (A) upon request, the Borrower shall deliver paper copies of such documents to the Administrative Agent, and (B) the Borrower shall notify the Administrative Agent (by Approved Electronic Communications) of the posting of any such documents and provide such documents to the Administrative Agent by Approved Electronic Communications. The Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrower hereby acknowledges that (1) the Administrative Agent and/or the Arranger will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "**Borrower Materials**") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "**Platform**") and (2) certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material nonpublic information with respect to the Borrower or its securities) (each, a "**Public Lender**"). The Borrower hereby agrees that at any time that the Borrower is the issuer of any outstanding debt or equity securities that are registered or issued pursuant to a private offering or is actively contemplating issuing any such securities it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (w) all such Borrower Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, the Arranger and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 11.07); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Investor"; and (z) the Administrative Agent and the Arranger shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Investor."

6.03 Notices. Promptly, after knowledge thereof by a Responsible Officer, notify the Administrative Agent:

- (a) of the occurrence of any Default;
- (b) of any matter that has resulted or would reasonably be expected to result in a Material Adverse Effect, including as a result of (i) breach or non-performance of, or any default under, a Contractual Obligation of any Loan Party or any Subsidiary thereof; (ii) any dispute, litigation, investigation, proceeding or suspension between any Loan Party or any Subsidiary thereof and any Governmental Authority; or (iii) the commencement of, or any material development in, any litigation or proceeding affecting any Loan Party or any Subsidiary thereof, including pursuant to any applicable Environmental Laws;
- (c) of the occurrence of any ERISA Event that would reasonably be expected to result in a Material Adverse Effect;
- (d) of any material change in accounting policies or financial reporting practices by any Loan Party or any Subsidiary thereof;

(e) of (i) any casualty or other insured damage to any portion of the Collateral or (ii) the commencement of any action or proceeding for the taking of any interest in a portion of the Collateral under power of eminent domain or (iii) any condemnation or similar proceeding or if any portion of the Collateral is damaged or destroyed; provided, however, that with respect to each of clauses (i), (ii) and (iii), the amount of Collateral affected thereby shall have an aggregate fair market value in excess of \$1.0 million;

(f) of any change in Holdings' or the Borrower's chief executive officer or chief financial officer;

(g) any termination, withdrawal or resignation of Holdings' or the Borrower's Registered Public Accounting Firm; and

(h) any change in the information provided in the Beneficial Ownership Certification most recently delivered to such Lender that would result in a change to the list of beneficial owners identified in such certification.

Each notice pursuant to Section 6.03(a) shall be made by Approved Electronic Communications accompanied by a statement of a Responsible Officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto.

6.04 Payment of Obligations. Pay and discharge as the same shall become due and payable (a) all Taxes upon it or its properties or assets in all respects, unless the same are being contested in good faith by appropriate proceedings diligently conducted, adequate reserves in accordance with GAAP are being maintained by such Loan Party or such Subsidiary and such contest effectively suspends the collection of the contested obligation and the enforcement of any Lien securing such obligation; except for Taxes that could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect; and (b) all material lawful claims which, if unpaid, would by law become a Lien upon its property (except as set forth in clause (a) above).

6.05 Preservation of Existence, Etc. (a) Preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization with respect to the maintenance of good standing status of any Loan Party (other than the Borrower), it will not be a breach of clause (a) of this Section 6.05 unless the failure to maintain good standing of such Loan Party could reasonably be expected to have a Material Adverse Effect; (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation or non-renewal of which could reasonably be expected to have a Material Adverse Effect.

6.06 Maintenance of Properties. (a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear, casualty or condemnation excepted; and (b) make all necessary repairs thereto and renewals and replacements thereof except, in each case, where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

6.07 Maintenance of Insurance.

(a) Maintain with financially sound and reputable insurance companies not Affiliates of the Loan Parties, insurance with respect to its properties and business against loss or damage (i) of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons or (ii) substantially similar to insurance maintained by the Borrower and its Subsidiaries on the Closing Date, in each case, subject to such changes as the Borrower may reasonably deem appropriate in its business judgment with respect to deductibles, self-insured amounts, coverage exclusions and maximum covered losses (provided that none of such policies shall include a co-insurance clause) and with respect to policies for Holdings and the Domestic Subsidiaries, providing for not less than 30 days' prior notice to the Administrative Agent of termination, lapse or cancellation of such insurance.

(b) With respect to each improved Real Estate subject to a Mortgage, obtain flood insurance with coverages and in amounts sufficient to comply with the Flood Insurance Laws and, in any event, in an amount not less than \$5.0 million for Zone A "special flood hazard areas" and \$10.0 million for all other "special flood hazard areas", in each case, as set forth on any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), otherwise comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws and deliver to the Administrative Agent evidence of such compliance in form and substance reasonably acceptable to the Administrative Agent.

(c) Fire and extended coverage policies maintained with respect to any Collateral shall be endorsed or otherwise amended to include (i) a mortgage clause (regarding improvements to Real Estate) and lenders' loss payable clause (regarding personal property), in form and substance satisfactory to the Collateral Agent, which endorsements or amendments shall provide that the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, and (ii) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Credit Parties. Commercial general liability policies shall be endorsed to name the Collateral Agent as an additional insured. Business interruption policies with respect to Holdings and the Domestic Subsidiaries shall name the Collateral Agent as a loss payee and shall be endorsed or amended to include (A) a provision that, from and after the Closing Date, the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, and (B) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Credit Parties. Each such policy referred to in this Section 6.07 shall also provide that it shall not be canceled or not renewed (i) by reason of nonpayment of premium except upon not less than ten (10) days' prior written notice thereof by the insurer to the Collateral Agent (giving the Collateral Agent the right to cure defaults in the payment of premiums) or (ii) for any other reason except upon not less than thirty (30) days' prior written notice thereof by the insurer to the Collateral Agent. The Borrower shall deliver to the Collateral Agent, prior to the cancellation, modification adverse to the Lenders, or non-renewal of any such policy of insurance, a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Collateral Agent, including an insurance binder) together with evidence satisfactory to the Collateral Agent of payment of the premium therefor.

(d) In the event that any part of the Collateral (other than, so long as the Term Facility is outstanding, Term Priority Collateral) is damaged by fire or other casualty and the insurance proceeds for such damage are greater than \$5.0 million in any Fiscal Year, whether or not a Cash Dominion Trigger Event then exists, such proceeds, in their entirety, shall be delivered to the Administrative Agent and the Administrative Agent shall promptly apply such proceeds to reduce the Borrower's outstanding Credit Extensions in accordance with Sections 2.05(e) or 8.03, as applicable. In the event any part of the Collateral (other than, so long as the Term Facility is outstanding, Term Priority Collateral) is damaged by fire or other casualty and the insurance proceeds for such damage are less than \$5.0 million in any Fiscal Year,

such proceeds, in their entirety, shall be delivered to the Borrower, unless a Cash Dominion Trigger Event is then occurring, in which event such proceeds shall be delivered to the Administrative Agent and the Administrative Agent shall promptly apply such proceeds to reduce the Borrower's outstanding balance of Credit Extensions in accordance with Sections 2.05(e) or 8.03, as applicable.

(e) None of the Credit Parties, or their agents or employees shall be liable for any loss or damage insured by the insurance policies required to be maintained under this Section 6.07. Each Loan Party shall look solely to its insurance companies or any other parties other than the Credit Parties for the recovery of such loss or damage and such insurance companies shall have no rights of subrogation against any Credit Party or its agents or employees. If, however, the insurance policies do not provide waiver of subrogation rights against such parties, as required above, then the Loan Parties hereby agree, to the extent permitted by law, to waive their right of recovery, if any, against the Credit Parties and their agents and employees. The designation of any form, type or amount of insurance coverage by any Credit Party under this Section 6.07 shall in no event be deemed a representation, warranty or advice by such Credit Party that such insurance is adequate for the purposes of the business of the Loan Parties or the protection of their properties.

6.08 Compliance with Laws. Comply in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted and with respect to which adequate reserves have been set aside and maintained by the Loan Parties in accordance with GAAP; or (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

6.09 Books and Records. Maintain proper books of record and account, in which entries in conformity in all material respects with GAAP under U.S. law, with respect to Holdings and its Domestic Subsidiaries, and under applicable foreign law, with respect to Foreign Subsidiaries (provided that nothing in this Section 6.09 shall affect the obligation of Holdings to provide financial statements in accordance with GAAP under Section 6.01), consistently applied shall be made of all financial transactions and matters involving the assets and business of the Loan Parties.

6.10 Inspection Rights.

(a) Permit representatives and independent contractors of the Administrative Agent (accompanied by any Lender (with the consent of the Borrower (not to be unreasonably withheld)) to visit and inspect any of its properties, to examine its corporate, financial, insurance, and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants (subject to such accountant's customary policies and procedures), all at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrower; provided, however, that unless an Event of Default has occurred and is continuing, the Administrative Agent may make only one such visit in any Fiscal Year at the Borrower's expense, provided further that when an Event of Default exists the Administrative Agent (or any of its representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and upon reasonable advance notice to the extent practicable. Notwithstanding anything to the contrary in this Section 6.10(a), none of the Borrower or any of the Subsidiaries will be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter that (a) constitutes non-financial trade secrets or non-financial proprietary information, (b) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is

prohibited by Law or any binding agreement or (c) is subject to attorney-client or similar privilege or constitutes attorney work product.

(b) Upon the request of the Administrative Agent after reasonable prior notice, permit the Administrative Agent or professionals (including investment bankers, consultants, accountants, lawyers and appraisers) retained by the Administrative Agent to conduct appraisals, collateral field examinations and other evaluations, including, without limitation, of (i) the Borrower's practices in the computation of the Borrowing Base, and (ii) the assets included in the Borrowing Base and related financial information such as, but not limited to, sales, gross margins, payables, accruals and reserves. Subject to the following sentences, the Loan Parties shall pay the fees and expenses of the Administrative Agent or such professionals with respect to such evaluations and appraisals. Without limiting the foregoing, the Loan Parties acknowledge that the Administrative Agent may undertake up to two (2) inventory appraisals and two (2) collateral field examinations each eighteen (18) month period, at the Loan Parties' expense; provided that, as long as no Enhanced Collateral Trigger Event exists, the Administrative Agent may conduct no more than one collateral field examination and one inventory appraisal in any twelve month period at the Loan Parties' expense. Notwithstanding the foregoing, the Administrative Agent may cause additional appraisals and collateral field examinations to be undertaken (y) as it in its discretion deems necessary or appropriate, at its own expense, or (z) if required by applicable Law or if a Default shall have occurred and be continuing, at the expense of the Loan Parties.

6.11 Use of Proceeds. Use the proceeds of the Credit Extensions to (i) provide ongoing working capital and for other general corporate purposes of the Loan Parties, (ii) to refinance in full, on the Closing Date, the DIP ABL Facility, (iii) to pay Transaction Expenses, and (iv) for general corporate purposes, in each case, solely to the extent in accordance with and subject to the Loan Documents. The Borrower will not request any Borrowing or Letter of Credit, and the Borrower shall not use, and shall procure that its Subsidiaries and its and their respective directors, officers and employees shall not use, the proceeds of any Borrowing or Letter of Credit (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (b) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (c) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

6.12 Covenant to Guarantee Obligations and Give Security.

(a) Upon the formation or acquisition of any new direct or indirect Domestic Subsidiary by any Loan Party, then the Borrower shall, at the Borrower's expense, within the time period specified below unless the Administrative Agent in its sole discretion consents to an extension thereof:

(i) within 30 days after such formation or acquisition, cause such Subsidiary, and cause each direct and indirect parent of such Subsidiary (if it has not already done so), to duly execute and deliver to the Administrative Agent a counterpart to this Agreement, in form and substance satisfactory to the Administrative Agent, guaranteeing the other Loan Parties' obligations under the Loan Documents,

(ii) within 30 days after such formation or acquisition, cause such Subsidiary and each direct and indirect parent of such Subsidiary (if it has not already done so) to duly execute and deliver to the Administrative Agent supplements to the Collateral Documents and other security and pledge agreements covering the personal property of such Subsidiaries, as specified by and in form and substance satisfactory to the Administrative Agent (including delivery of all Pledged Debt and Pledged Equity in and of such Subsidiary, and other instruments of the type specified in

Section 4.01(a)(iii)), securing payment of all the Obligations of such Subsidiary or such parent, as the case may be, under the Loan Documents and constituting Liens on all such personal properties,

(iii) within 30 days after such formation or acquisition, cause such Subsidiary and each direct and indirect parent of such Subsidiary (if it has not already done so) to take whatever action (including the filing of Uniform Commercial Code financing statements, the giving of notices and the endorsement of notices on title documents) may be necessary in the reasonable opinion of the Administrative Agent to vest in the Administrative Agent (or in any representative of the Administrative Agent designated by it) valid and subsisting Liens on the personal properties purported to be subject to Collateral Documents, as applicable, and the security and pledge agreements delivered pursuant to this Section 6.12, enforceable against all third parties in accordance with their terms, and

(iv) within 30 days after such formation or acquisition, deliver to the Administrative Agent, upon the request of the Administrative Agent in its sole discretion, a signed copy of a favorable opinion, addressed to the Administrative Agent and the other Credit Parties, of counsel for the Loan Parties acceptable to the Administrative Agent as to the matters contained in clauses (i), (ii) and (iii) above, and as to such other matters as the Administrative Agent may reasonably request.

(b) Subject to the Intercreditor Agreement, promptly grant to the Collateral Agent, within 30 days of the acquisition thereof, a security interest in and Mortgages on each parcel of Real Estate owned in fee by such Loan Party as is acquired by such Loan Party after the Closing Date and that, together with any improvements thereon, individually has a fair market value of at least \$5.0 million as additional security for the Obligations (unless the subject property is already mortgaged to a third party to the extent permitted by Section 7.01). Such Mortgages shall be granted pursuant to documentation reasonably satisfactory in form and substance to the Administrative Agent and the Collateral Agent and shall constitute valid and enforceable perfected Liens subject only to Permitted Liens or other Liens acceptable to the Administrative Agent. The Mortgages or instruments related thereto shall be duly recorded or filed in such manner and in such places as are required by law to establish, perfect, preserve and protect the Liens in favor of the Collateral Agent required to be granted pursuant to the Mortgages and all taxes, fees and other charges payable in connection therewith shall be paid in full. Such Loan Party shall otherwise take such actions and execute and/or deliver to the Collateral Agent such documents as the Administrative Agent or the Collateral Agent shall require to confirm the validity, perfection and priority of the Lien of any existing Mortgage or new Mortgage against such after-acquired Real Estate (including (i) a fully paid American Land Title Association Lender's Extended Coverage title insurance policies or applicable state title policy in form and substance, with endorsements and in amounts acceptable to the Administrative Agent, issued by title insurers reasonably acceptable to the Administrative Agent, insuring the Mortgages to be valid and subsisting Liens on the property described therein, free and clear of all defects (including, but not limited to, mechanics' and materialmen's Liens) and encumbrances, excepting only Permitted Encumbrances and other Liens permitted under the Loan Documents, and providing for such other affirmative insurance (including endorsements for future advances under the Loan Documents, for mechanics' and materialmen's Liens and for zoning of the applicable property) and as the Administrative Agent may reasonably deem necessary or desirable (a "**Mortgage Policy**"), (ii) a Survey, (iii) the Flood Documentation and (iv) a local counsel opinion (in form and substance reasonably satisfactory to the Administrative Agent and the Collateral Agent) in respect of such Mortgage).

(c) Concurrently with the guarantee by any direct or indirect Domestic Subsidiary of any obligations under the Term Loan Documents, cause such direct or indirect Subsidiary to guarantee the Obligations of the Loan Parties hereunder and otherwise comply with the requirements of this Section 6.12.

(d) At any time upon request of the Administrative Agent, promptly execute and deliver any and all further instruments and documents and take all such other action as the Administrative Agent may deem reasonably necessary or desirable in obtaining the full benefits of, or (as applicable) in perfecting and preserving the Liens of, such guaranties, deeds of trust, trust deeds, deeds to secure debt, mortgages, leasehold mortgages, leasehold deeds of trust, supplements to the Collateral Documents and other security and pledge agreements.

(e) Subject to the terms of the Intercreditor Agreement and prior to the satisfaction of the Discharge of Term Obligations, with respect to any obligation under this Section 6.12 or any Collateral Document to deliver possession or control of any Collateral on which there is a Second Priority Lien by the Collateral Agent, such obligation shall be deemed satisfied by the delivery of possession or control of such Collateral to the “**collateral agent**” for the Term Facility (holding for the benefit of the Collateral Agent for the Credit Parties).

6.13 Cash Management.

(a) On or prior to the thirtieth (30th) day following the Closing Date (or such later date as may be agreed by the Administrative Agent in its sole discretion):

(i) deliver to the Administrative Agent copies of notifications (each, a “**Credit Card Notification**”) substantially in the form attached hereto as Exhibit J which have been executed on behalf of such Loan Party and delivered to such Loan Party’s credit card clearinghouses and processors listed on Schedule 6.12; and

(ii) enter into a deposit account control agreement (each, a “**Control Agreement**”) in form and substance reasonably acceptable to the Administrative Agent with respect to each Deposit Account of any Loan Party (other than Excluded Accounts) with each Controlled Account Bank (collectively, the “**Controlled Accounts**”).

(b) Except as otherwise agreed by the Administrative Agent, each Loan Party shall require that all cash payments of Accounts (including credit card payments), Inventory and other Collateral be remitted to a Deposit Account of a Loan Party subject to a Control Agreement (the “**Concentration Account**”) no less frequently than on each Business Day, and pursuant to a cash management system reasonably acceptable to the Administrative Agent.

(c) Each Control Agreement shall require, after notice from the Collateral Agent to a Controlled Account Bank of the occurrence of a Cash Dominion Trigger Event (and until the Collateral Agent notifies such Controlled Account Bank that such Cash Dominion Trigger Event has terminated), the ACH or wire transfer no less frequently than each Business Day (and whether or not there are then any outstanding Obligations) from the Concentration Account to an account designated by the Administrative Agent (the “**Administrative Agent’s Account**”).

(d) From and after the occurrence of a Cash Dominion Trigger Event and until such Cash Dominion Trigger Event is no longer continuing, the Loan Parties shall provide the Collateral Agent with an accounting of the contents of the Controlled Accounts and the Concentration Account, which shall identify, to the satisfaction of the Collateral Agent, the proceeds from the Term Priority Collateral which were deposited into a Controlled Account and swept to the Concentration Account. Upon the receipt of (x) the contents of the Controlled Accounts, and (y) such accounting, the Collateral Agent agrees to promptly remit to the agent under the Term Facility the proceeds of the Term Priority Collateral received by the Administrative Agent.

(e) The Loan Parties hereby acknowledge and agree that (i) after notice from the Collateral Agent to a Controlled Account Bank of the continuance of a Cash Dominion Trigger Event, the Loan Parties have no right of withdrawal from the Concentration Account, (ii) the funds on deposit in the Concentration Account shall at all times be collateral security for all of the Obligations and (iii) after notice from the Collateral Agent to a Controlled Account Bank of the continuance of a Cash Dominion Trigger Event, the funds on deposit in the Concentration Account shall be applied as provided in this Agreement, and in any event, two (2) Business Days after Administrative Agent's receipt of such funds in the Administrative Agent's Account. In the event that, notwithstanding the provisions of this Section 6.12, any Loan Party receives or otherwise has dominion and control of any such proceeds or collections, such proceeds and collections shall be held in trust by such Loan Party for the Collateral Agent, shall not be commingled with any of such Loan Party's other funds or deposited in any account of such Loan Party and shall, not later than the Business Day after receipt thereof, be deposited into the Concentration Account or dealt with in such other fashion as such Loan Party may be instructed by the Collateral Agent.

(f) The Loan Parties shall cause all amounts in Deposit Accounts for specific Stores to sweep to a Concentration Account on each Business Day.

6.14 Physical Inventories. Cause at least one (1) physical perpetual "**cycle count**" at each of the Borrower's locations to be undertaken in each eighteen (18) month period conducted by such inventory takers as are satisfactory to the Collateral Agent and following such methodology as is consistent with the methodology used in the immediately preceding perpetual cycle count or as otherwise may be reasonably acceptable to the Collateral Agent. The Borrower shall provide the Collateral Agent information regarding the results of such cycle counts in form and detail consistent with past practices under the Existing Credit Agreement or as otherwise reasonably acceptable to the Administrative Agent.

6.15 Further Assurances. Promptly upon request by the Administrative Agent, or any Lender through the Administrative Agent, (a) correct any material defect or error that may be discovered in any Loan Document or in the execution, acknowledgment, filing or recordation of any of the foregoing, and (b) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent, or any Lender through the Administrative Agent, may reasonably require from time to time in order to (i) carry out more effectively the purposes of the Loan Documents, (ii) to the fullest extent permitted by applicable Law, subject any Loan Party's or any of the Subsidiaries' properties, assets, rights or interests to the Liens now or hereafter intended to be covered by any of the Collateral Documents, (iii) perfect and maintain the validity, effectiveness and priority of any of the Collateral Documents and any of the Liens intended to be created thereunder and (iv) assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively unto the Credit Parties the rights granted or now or hereafter intended to be granted to the Credit Parties under any Loan Document or under any other instrument executed in connection with any Loan Document to which any Loan Party or any of the Subsidiaries is or is to be a party, and cause each of the Subsidiaries to do so.

6.16 Lenders Meetings. The Borrower will, upon the request of the Administrative Agent or Required Lenders, participate in a meeting of the Administrative Agent and Lenders once during each Fiscal Year to be held, at the request of the Administrative Agent or Required Lenders, by teleconference or at the Borrower's corporate offices (or at such other location as may be agreed to by the Borrower and the Administrative Agent) at such time as may be agreed to by the Borrower and the Administrative Agent.

6.17 [Reserved].

6.18 [Reserved].

6.19 Post-Closing Matters. Within the time frames set forth on Schedule 6.19, the Borrower shall deliver to the Agents the items set forth on Schedule 6.19.

ARTICLE VII NEGATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement) or any Letter of Credit shall remain outstanding, the Borrower shall not (and with respect to Section 7.13 only, Holdings shall not), nor shall the Borrower permit any Subsidiary to, directly or indirectly:

7.01 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, other than the following Liens (Liens described below are herein referred to as “Permitted Liens”):

- (a) Liens pursuant to any Loan Document;
- (b) Liens existing on the date hereof and listed on Schedule 7.01(b) and any renewals or extensions thereof, provided that (i) the property covered thereby is not changed in any material manner, (ii) the amount secured or benefited thereby is not increased except as contemplated by Section 7.02(f), and (iii) the direct and contingent obligors with respect thereto are not changed (other than to decrease the number of obligors), and (iv) any renewal or extension of the obligations secured or benefited thereby is permitted by Section 7.02(f);
- (c) Liens for taxes not yet due or which are the subject of a Permitted Protest;
- (d) carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 30 days or which are the subject of a Permitted Protest;
- (e) (i) pledges or deposits in the ordinary course of business in connection with workers’ compensation, unemployment insurance and other social security legislation, other than any Lien imposed by ERISA and (ii) pledges and deposits in the ordinary course of business securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to Holdings or any of its Subsidiaries;
- (f) deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness for borrowed money), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;
- (g) easements, rights-of-way, restrictions and other similar encumbrances affecting Real Estate which, in the aggregate, do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person;
- (h) Liens securing judgments for the payment of money not constituting an Event of Default under Section 8.01(h);
- (i) Liens securing Indebtedness permitted under Section 7.02(g); provided that (i) such Liens do not at any time encumber any property other than the property financed by such

Indebtedness, (ii) the Indebtedness secured thereby does not exceed the cost of the property being acquired on the date of acquisition, and (iii) such Lien and the Indebtedness secured thereby are incurred contemporaneously with or within two hundred seventy (270) days after the acquisition of such property;

(j) Liens securing the Term Loan Obligations to the extent such Liens are subject to the Intercreditor Agreement;

(k) landlords' and lessors' Liens in respect of rent and other lease obligations that are not past due for a period of 60 days or more or that are the subject of a Permitted Protest;

(l) possessory Liens in favor of brokers and dealers arising in connection with the acquisition or disposition of Investments, provided that such Liens (i) attach only to such Investments and (ii) secure only obligations incurred in the ordinary course and arising in connection with the acquisition or disposition of such Investments and not any obligation in connection with margin financing;

(m) Liens arising solely by virtue of any statutory or common law provisions relating to banker's Liens, ordinary course Liens in favor of securities intermediaries, rights of setoff or similar rights and remedies as to deposit accounts or securities accounts or other funds maintained with depository institutions or securities intermediaries;

(n) Liens arising from precautionary UCC filings regarding "true" operating leases or the consignment of goods to a Loan Party;

(o) Liens in favor of customs and revenues authorities imposed by applicable Law arising in the ordinary course of business in connection with the importation of goods and securing obligations (i) that are not overdue by more than thirty (30) days, or (ii) that are the subject of a Permitted Protest;

(p) Liens on specific existing assets and proceeds thereof (other than assets of the type included in the Borrowing Base, except to the extent that the Administrative Agent is reasonably satisfied that such Lien does not interfere with Collateral Agent's Lien on such assets and Collateral Agent's ability to realize on such Lien on such assets and the proceeds thereof) of a Person acquired following the Closing Date in existence on the date such Person became a Subsidiary; provided that such Liens were not created in anticipation of the transaction pursuant to which such Person became a Subsidiary;

(q) licenses of Intellectual Property permitted under Section Error! Reference source not found. hereof;

(r) Liens on the assets of Subsidiaries that are not Loan Parties securing Indebtedness or other obligations of such Subsidiaries that are not Loan Parties permitted by Section 7.02;

(s) other Liens securing Indebtedness or other obligations of the Borrower and the Subsidiary Guarantors outstanding in an aggregate principal amount not to exceed \$1.0 million; provided, that no such Lien shall extend to or cover any Collateral;

(t) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business which do not (i) in any case materially detract from the value of the property subject thereto or (ii) interfere in any material respect with the business of the Borrower and its Subsidiaries or (iii) secure any Indebtedness;

(u) Liens solely on any cash earnest money deposits made by the Borrower or any of the Subsidiaries in connection with any letter of intent or purchase agreement permitted hereunder;

(v) ground leases in respect of real property on which facilities owned or leased by the Borrower or any of its Subsidiaries are located; and

(w) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto.

7.02 Indebtedness. Create, incur, assume, guarantee, suffer to exist or otherwise become liable with respect to any Indebtedness, except (Indebtedness described below is herein referred to as “**Permitted Indebtedness**”):

(a) obligations (contingent or otherwise) of the Borrower or any of the Subsidiaries existing or arising under any Swap Contract, provided that such obligations are (or were) entered into by such Person in the ordinary course of business for the purpose of directly mitigating risks associated with fluctuations in interest rates or foreign exchange rates or otherwise to mitigate risks associated with its assets or liabilities or business operations;

(b) (i) Indebtedness of a Subsidiary of the Borrower owed to the Borrower or to another Subsidiary of the Borrower and (ii) Indebtedness of the Borrower owed to any Subsidiaries of the Borrower, in each case, which Indebtedness shall (A) in the case of Indebtedness owed to a Loan Party, constitute “Pledged Debt” under the Security Agreement, (B) be on terms (including subordination terms, if owed by a Loan Party) acceptable to the Administrative Agent and (C) be otherwise permitted under the provisions of Section 7.03;

(c) Indebtedness under the Loan Documents;

(d) Indebtedness of the Loan Parties under the Term Facility and any Permitted Refinancing Indebtedness in respect thereof (including Guarantees of any Guarantor in respect of such Indebtedness) not to exceed \$[115.0] million, plus (i) any “Incremental Term Loans” as defined in the Term Loan Agreement as of the Closing Date (provided, that such Incremental Term Loans shall not (x) exceed \$75.0 million in the aggregate, (y) require any cash payment of interest and/or (z) require any regularly scheduled amortization or other prepayments of principal) and (ii) the amount of any paid-in-kind interest and prepayment premiums thereon, and other reasonable amounts paid, and fees (including original issue discount and upfront fees) and expenses reasonably incurred, in connection with such refinancing;

(e) Indebtedness outstanding on the date hereof and listed on Schedule 7.02 and any Permitted Refinancing Indebtedness in respect thereof;

(f) Guarantees of the Borrower or any Guarantor in respect of Indebtedness otherwise permitted hereunder of the Borrower or any Subsidiary Guarantor;

(g) Indebtedness in respect of Capital Lease Obligations, Synthetic Lease Obligations, and Purchase Money Obligations for fixed or capital assets within the limitations set forth in Section 7.01(i) and any Permitted Refinancing Indebtedness in respect thereof; provided, however, that the aggregate amount of all such Indebtedness at any one time outstanding shall not exceed \$2.0 million;

(h) [reserved];

(i) Permitted Holdco Debt;

(j) unsecured Indebtedness of any Loan Party with no scheduled payments of principal until the date that is 6 months after the Scheduled Maturity Date; provided, however, that the aggregate amount of all such Indebtedness at any one time outstanding shall not exceed \$5.0 million;

(k) Indebtedness of the Loan Parties in an aggregate principal amount not to exceed \$1.0 at any time outstanding; provided, however, to the extent any such Indebtedness is secured, any Liens securing such Indebtedness shall not cover any ABL Priority Collateral unless such Liens are subject to a subordination and intercreditor agreement in form and substance reasonably acceptable to the Administrative Agent); and

(l) Indebtedness of Foreign Subsidiaries under the Swedish Credit Facility in an aggregate amount not to exceed the U.S. dollar equivalent (as reasonably determined by the Administrative Agent) of \$20.0 outstanding at any time.

For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a non-U.S. currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred; provided that, if such Indebtedness is incurred to extend, replace, refund, refinance, renew or defease other Indebtedness denominated in a foreign currency, and such extension, replacement, refunding, refinancing, renewal or defeasance would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such extension, replacement, refunding, refinancing, renewal or defeasance, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased.

7.03 Investments. Make or hold any Investments, except:

(a) Investments held by the Borrower and its Subsidiaries in the form of Cash Equivalents;

(b) Investments consisting of loans and advances to officers, directors and employees of Holdings and its Subsidiaries to finance the purchase of capital stock of Holdings and for travel, entertainment, relocation and analogous ordinary business purposes, in an aggregate amount not to exceed \$2.5 million at any time outstanding;

(c)

(i) Investments outstanding on the Closing Date by Borrower and its Subsidiaries in their respective Subsidiaries;

(ii) additional Investments by Borrower and its Subsidiaries in Subsidiaries that are Loan Parties at the time of the making of such Investment;

(iii) additional Investments by Subsidiaries of the Borrower that are not Loan Parties (including Foreign Subsidiaries) in other Subsidiaries that are not Loan Parties (including Foreign Subsidiaries); and

- (iv) so long as no Default or Event of Default then exists or would arise therefrom, additional Investments by the Loan Parties in Subsidiaries that are not Loan Parties in an amount outstanding pursuant to this clause (iv) not to exceed \$2.0 million;
- (d) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;
- (e) Guarantees permitted by Section 7.02;
- (f) Investments existing on the date hereof and set forth on Schedule 5.08(e) and any modification, replacement, renewal, reinvestment or extension of any of the foregoing that does not increase the amount thereof;
- (g) Investments in Swap Contracts permitted under Section 7.02(a);
- (h) [reserved];
- (i) Investments consisting of Liens, Indebtedness, Dispositions and/or Restricted Payments permitted hereunder;
- (j) promissory notes and other non-cash consideration that is permitted to be received in connection with Dispositions permitted by Section 7.05;
- (k) any Investments made with the proceeds received by or contributed to the Borrower from the substantially concurrent issuance of new Equity Interests (other than Disqualified Equity Interests) issued by Holdings and not used for any other purpose permitted under this Agreement;
- (l) other Investments by the Borrower or any of the Subsidiaries in an aggregate principal amount not to exceed \$2.0 million at any time outstanding;
- (m) [reserved];
- (n) Investments to the extent that payment for such Investments is made solely with Qualified Equity Interests of Holdings (or any direct or indirect parent thereof);
- (o) Investments held by a Subsidiary acquired after the Closing Date or of a Person merged into the Borrower or merged or consolidated with a Subsidiary in accordance with Section 7.04;
- (p) after the Closing Date (other than existing Investments in subsidiaries of such Subsidiary or Person, which must comply with the requirements of Section 7.02 (h) or (l)) to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger or consolidation and were in existence on the date of such acquisition, merger or consolidation;
- (q) Guarantees by the Borrower or any of the Subsidiaries of leases (other than Capital Lease Obligations) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business; and
- (r) other Investments, so long as the Payment Conditions are satisfied.

7.04 Fundamental Changes. (a) Merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that:

(i) any Subsidiary of the Borrower may merge with (i) the Borrower, provided that the Borrower shall be the continuing or surviving Person, or (ii) any one or more other Subsidiaries, provided that when any Loan Party is merging with another Subsidiary that is not a Loan Party, such Loan Party shall be the continuing or surviving Person;

(ii) any Subsidiary (other than the Borrower) may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Borrower or to another Loan Party (other than Holdings);

(iii) any Subsidiary that is not a Loan Party (i) may dispose of all or substantially all its assets (including any Disposition that is in the nature of a liquidation) to (A) another Subsidiary that is not a Loan Party or (B) to a Loan Party (other than Holdings), or (ii) may be dissolved, with its assets (if any) being transferred in accordance with clause (i) hereof;

(iv) [reserved];

(v) any Disposition permitted by Section 7.05 may be structured as a sale of all or substantially all of the Equity Interests of a Subsidiary,

(vi) any Subsidiary which has no assets to distribute to its equity holders may be dissolved or liquidated; and

(vii) any Foreign Subsidiary may be dissolved or liquidated, including through an insolvency, bankruptcy or equivalent proceeding.

(b) Consummate a Division as the Dividing Person, without the prior written consent of the Administrative Agent. Without limiting the foregoing, if any Loan Party that is a limited liability company consummates a Division (with or without the prior consent of Administrative Agent as required above), each Division Successor shall be required to comply with the obligations set forth in Section 6.12 and the other further assurances obligations set forth in the Loan Documents and become a Loan Party under this Agreement and the other Loan Documents.

7.05 Dispositions. Make any Disposition or enter into any agreement to make any Disposition, except:

(a) Dispositions of obsolete or worn out property, or property (including Intellectual Property) that is no longer used or useful in the business of the Borrower and its Subsidiaries whether now owned or hereafter acquired, in each case, in the ordinary course of business (it being understood that this clause (a) does not include the liquidation of any Store or the inventory and other assets located therein);

(b) Dispositions of inventory and goods held for sale in the ordinary course of business;

(c) Dispositions of equipment or Real Estate to the extent that such property is exchanged for credit against all or a portion of the purchase price of similar replacement property and, if

such property is Collateral, then such replacement property is made subject to Liens and security interests in favor of the Collateral Agent for the benefit of the Credit Parties;

(d) Dispositions of property by any Subsidiary to the Borrower or to a wholly-owned Subsidiary; provided that if the transferor of such property is a Subsidiary Guarantor, the transferee thereof must either be the Borrower or a Subsidiary Guarantor or an Investment permitted under Section 7.03;

(e) to the extent constituting a Disposition, Liens permitted by Section 7.01, Investments permitted by Section 7.03, and Restricted Payments permitted by Section 7.06;

(f) bulk sales or other dispositions of the Inventory of the Borrower or a Subsidiary not in the ordinary course of business in connection with Store closings, at arm's length, provided, that such Store closures and related Inventory dispositions shall not exceed (i) in any Fiscal Year, ten percent (10%) of the number of the Borrower's and its Subsidiaries' Stores as of the beginning of such Fiscal Year (net of new Store openings in such Fiscal Year) and (ii) in the aggregate from and after the Closing Date, twenty-five percent (25%) of the number of the Borrower's and its Subsidiaries' Stores in existence as of the Closing Date (net of new Store openings), provided, that all sales of Inventory in connection with Store closings in excess of ten (10) Store closings in any three month period, shall be in accordance with liquidation agreements and with professional liquidators reasonably acceptable to the Administrative Agent; provided, further that all Net Cash Proceeds received in connection therewith are applied to the Obligations if then required hereunder;

(g) grants of (A) licenses of Intellectual Property of over-the-counter software that is commercially available to the public, (B) non-exclusive licenses for the use of the Intellectual Property of Borrower or any of its Subsidiaries entered into in the ordinary course of business, (C) licenses of Intellectual Property that could not result in a legal transfer of the licensed property but that may be exclusive as to territory only as to discrete geographical areas outside of the United States, and (D) licenses of Intellectual Property that may be exclusive as to particular field of use to the extent such licenses do not materially interfere with the business of the Borrower and its Subsidiaries, taken as a whole;

(h) other Dispositions (other than Dispositions of assets constituting ABL Priority Collateral, unless the Administrative Agent has provided prior written consent to any such Disposition) by the Borrower or any of the Subsidiaries in an aggregate principal amount not to exceed \$[●] million in any Fiscal Year; and

(i) licenses for the conduct of licensed departments (other than to an Affiliate of any Loan Party) within any Store in the ordinary course of business;

provided, however, that any Disposition pursuant to clauses (a) through (d), and clauses (f) and (h) shall be for fair market value.

Notwithstanding the foregoing or anything else in this Agreement or the other Loan Documents to the contrary, no Disposition consisting of Material Intellectual Property may be made from any Loan Party to any Subsidiary that is not a Guarantor (other than licensing or sublicensing of such Material Intellectual Property made in the ordinary course of business and consistent with past practice, provided such licensing or sublicensing is not an exclusive license).

7.06 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, except that:

(a) each Subsidiary of the Borrower may make Restricted Payments to any other Loan Party (other than Holdings);

(b) the Borrower and each of its Subsidiaries may declare and make dividend payments or other distributions payable solely in the common or preferred stock or other common or preferred Equity Interests of such Person (other than Disqualified Equity Interests); provided that such Equity Interests shall be pledged to the Collateral Agent to the extent required by Section 6.12 hereof;

(c) to the extent constituting Restricted Payments, Holdings and its Subsidiaries may enter into and consummate Investments permitted by Section 7.03, and the Borrower may make Restricted Payments to Holdings, the proceeds of which shall be used to make payments permitted under Section 7.08(c) (but only to the extent such payments have not been and are not expected to be made by the Borrower or a Subsidiary);

(d) the Borrower may declare and pay cash dividends to Holdings in an amount not to exceed an amount necessary to permit Holdings to pay (i) reasonable and customary corporate and operating expenses relating to maintaining its ownership interest in the Borrower (including reasonable out-of-pocket expenses for legal, administrative and accounting services provided by third parties, and compensation, benefits and other amounts payable to officers and employees in connection with their employment in the ordinary course of business and to board of director observers), (ii) franchise Taxes and similar fees required to maintain its corporate existence, (iii) any income Taxes imposed on Holdings or its direct or indirect parent of Holdings as the common parent of a consolidated, combined or similar Tax group of which the Borrower and/or its Subsidiaries are members, up to an amount not to exceed the amount of any such income Taxes that the Borrower and its Subsidiaries would have been required to pay on a separate company (or a stand-alone Tax group) basis (reduced by any income Taxes paid directly by the Borrower or its Subsidiaries); provided that in determining the hypothetical income Tax liability of the Borrower and/or its Subsidiaries on a separate company (or a stand-alone Tax group) basis for the purpose of clause (iii), any interest expense on any Indebtedness incurred by Holdings shall be treated as the interest expense of the Borrower; and (iv) all costs or fees incurred in compliance with or in anticipation of compliance with Securities Laws and state securities Laws;

(e) Borrower may (or make Restricted Payments to allow Holdings or any direct or indirect parent thereof to) repurchase, redeem or otherwise acquire or retire shares of its capital stock held by officers, directors or employees of Holdings or any Subsidiary (or their estates or trusts) following the death, disability or termination of employment of any such Person and, so long as no Default shall have occurred and be continuing (or would result therefrom), the Borrower may pay dividends to Holdings to permit such repurchase, redemption, retirement or acquisition; provided that the aggregate amount of payments to Holdings by the Borrower under this clause (d) will not exceed \$2.5 million in any Fiscal Year of the Borrower (with any unused portion of such scheduled amount available for use in any succeeding Fiscal Year);

(f) repurchases of Equity Interests (i) deemed to occur upon exercise of stock options or warrants or similar rights to the extent such Equity Interests represent a portion of the exercise price of such options or warrants or similar rights; or (ii) in consideration of withholding or similar Taxes payable by any future, present or former employee, director, manager or consultant (or any spouses, former spouses, successors, executors, administrators, heirs, legatees or distributees of any of the foregoing), including deemed repurchases in connection with the exercise of stock options; and

(g) other Restricted Payments, so long as the Payment Conditions have been satisfied.

7.07 Change in Nature of Business. Engage in any material line of business substantially different from those lines of business conducted by the Borrower and the Subsidiaries on the date hereof or any business reasonably related or ancillary thereto.

7.08 Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of the Loan Parties, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to the Loan Parties or such Subsidiary as would be obtainable by the Loan Parties or such Subsidiary at the time in a comparable arm's length transaction with a Person other than an Affiliate; provided that the foregoing restriction shall not apply to:

(a) transactions among the Loan Parties and any Subsidiaries of Holdings that are not Loan Parties;

(b) (i) any Indebtedness permitted by Section 7.02(b); (ii) any Investments permitted by Section 7.03, (iii) any Disposition permitted by Section 7.05 and (iii) any Restricted Payment permitted by Section 0;

(c) so long as no Event of Default has occurred and is continuing or would result therefrom, the payment of Transaction Expenses;

(d) employment, consulting and severance agreements'

(e) loans and advances permitted by Section 7.03(b);

(f) payment of directors' fees, expenses and indemnities;

(g) incurrence of Subordinated Indebtedness by the Loan Parties to the Equity Investors otherwise permitted hereunder or the issuance of Equity Interests by Holdings to the Equity Investors; provided that no such Equity Interests may constitute Disqualified Equity Interests.

(h) transactions with joint ventures permitted hereunder for the purchase or sale of goods and services entered into in the ordinary course of business on terms no less favorable to the Loan Parties or such Subsidiary as would be obtainable by the Loan Parties or such Subsidiary at the time in a comparable arm's length transaction; and

(i) to the extent constituting Affiliates of the Loan Parties, transactions with the Term Loan Lenders in their respective capacities as such.

7.09 Burdensome Agreements. Enter into or permit to exist any Contractual Obligation (other than this Agreement or any other Loan Document) that (a) limits the ability (i) of any Subsidiary of Borrower to make Restricted Payments to any Loan Party or to otherwise transfer property to or invest in any Loan Party, except for any agreement in effect (A) on the date hereof and set forth on Schedule 7.09 and any modification, replacement, renewal, reinvestment or extension of any of the foregoing or (B) at the time any Person becomes a Subsidiary of Borrower, so long as such agreement was not entered into solely in contemplation of such Person becoming a Subsidiary of Borrower, (ii) of any Subsidiary of Borrower to Guarantee the Indebtedness of the Borrower, (iii) of any Subsidiary of Borrower to make or repay loans to a Loan Party or (iv) of the Borrower or any Subsidiary to create, incur, assume or suffer to exist Liens on property of such Person; provided, however, that this clause (iv) shall not prohibit any negative pledge incurred or provided in favor of any holder of Indebtedness permitted under Section 7.02 solely to the extent any such negative pledge relates to the property financed by or the subject of such Indebtedness; or (b)

requires the grant of a Permitted Lien to secure an obligation of such Person if a Permitted Lien is granted to secure another obligation of such Person. The foregoing restrictions shall not be violated by reason of (i) applicable Laws, (ii) this Agreement and the other Loan Documents, (iii) (A) the Term Loan Documents so long as the restrictions of the kind referred to in the previous sentence contained therein, taken as a whole, are not materially more restrictive than those contained in the Term Loan Documents, (B) the Swedish Credit Facility, or (C) documents governing Permitted Holdco Debt so long as the restrictions of the kind referred to in the previous sentence contained therein, taken as a whole, are no more restrictive than those contained herein, (iv) customary non-assignment provisions of any contract, lease or license of the Borrower or any Subsidiary of the Borrower, (v) customary restrictions on a Subsidiary imposed pursuant to an agreement entered into for the sale or disposition of all or substantially all the Equity Interests or assets of a Subsidiary pending the closing of such sale or disposition (so long as such sale or disposition is permitted hereunder), (vi) customary provisions in joint venture agreements and other similar agreements applicable to joint ventures entered into in the ordinary course of business, (vii) documents that represent Indebtedness of a Subsidiary that is not a Loan Party that is permitted by Section 7.02 to the extent such restriction applies only to such Subsidiary, (viii) documents that comprise restrictions imposed by any agreement governing Indebtedness entered into after the Closing Date and permitted under Section 7.02 that are, taken as a whole, in the good faith judgment of the Borrower, no more restrictive with respect to the Borrower or any Subsidiary than customary market terms for Indebtedness of such type (and, in any event, are no more restrictive than the restrictions contained in this Agreement), so long as the Borrower shall have determined in good faith that such restrictions will not affect its obligation or ability to make any payments or grant any Liens required hereunder or (ix) any restrictions under any agreement that amends, refinances or replaces any agreement containing restrictions permitted under the preceding clauses provided that the terms and conditions are no less favorable taken as a whole to the Subsidiary.

7.10 Amendments of Material Indebtedness. Amend, modify or waive any of the Loan Party's rights under any Material Indebtedness (other than the Term Facility or on account of any refinancing thereof otherwise permitted hereunder), in each case, to the extent that such amendment, modification or waiver would, taken as a whole, would reasonably be likely to have a Material Adverse Effect. For the avoidance of doubt, any amendment, modification or waiver of the Loan Party's rights under the Term Facility shall be subject to the Intercreditor Agreement.

7.11 Accounting Changes. Make any change in their Fiscal Year; provided, however, that Holdings and the Borrower may, upon written notice to the Administrative Agent, change its fiscal year to any other fiscal year reasonably acceptable to the Administrative Agent, in which case, Holdings, the Borrower and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary to reflect such change in Fiscal Year.

7.12 Prepayments, Etc. of Indebtedness. Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner any Indebtedness, or make any payment in violation of any subordination terms of any Subordinated Indebtedness, except (a) regularly scheduled or mandatory repayments or redemptions of Permitted Indebtedness (other than Subordinated Indebtedness), (b) payments of principal and/or interest in respect of Subordinated Indebtedness, solely to the extent expressly permitted by the applicable subordination agreement, and (c) voluntary prepayments of Permitted Indebtedness so long as the Payment Conditions are satisfied.

7.13 Holding Company. In the case of Holdings, engage in any business or activity other than (a) the ownership of all outstanding Equity Interests in the Borrower, (b) maintaining its corporate existence, (c) participating in Tax, accounting and other administrative activities as the parent of the Consolidated group of companies, including the Loan Parties, (d) the execution and delivery of the Loan Documents, the Term Loan Documents, and any other agreements governing other Indebtedness of the

Borrower and its Subsidiaries not otherwise prohibited hereunder and agreements governing Permitted Holdco Debt, in each case, to which it is a party and the performance of its obligations thereunder, (e) providing indemnification to officers and directors and (f) activities incidental to the businesses or activities described in clauses (a) through (e) of this Section.

7.14 Deposit Accounts. Open new DDAs or Controlled Accounts unless the Loan Parties shall have delivered to the Collateral Agent appropriate Control Agreements consistent with the provisions of Section 6.13, and otherwise satisfactory to the Collateral Agent; provided, however, that Control Agreements shall not be required for any Excluded Account. No Loan Party shall maintain any bank accounts or enter into any agreements with credit card processors other than the ones expressly contemplated herein or in Section 6.13 hereof.

7.15 Minimum Availability. The Borrower shall not permit Excess Availability at any time to be less than 10.0% of the Borrowing Base.

7.16 Sale and Leaseback Transactions. Enter into any arrangement, directly or indirectly, with any person whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred.

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrower or any other Loan Party fails to (i) pay when and as required to be paid herein, any amount of principal of any Loan or any L/C Obligation, or deposit any funds as cash collateral in respect of L/C Obligations, or (ii) pay within three Business Days after the same becomes due, any interest on any Loan or on any L/C Obligation, or any fee due hereunder, or (iii) pay within five days after the same becomes due, any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants with no Cure Period. (i) Any Loan Party or any of its Subsidiaries fails to perform or observe any term, covenant or agreement applicable to it contained in any of 6.02(c), 6.03(a), 6.05(a) (solely as it relates to the Borrower), 6.07, 6.11, 6.13, 6.19 or Article VII or (ii) any of the Loan Parties fails to perform or observe any term, covenant or agreement contained in Section 5.01 of the Security Agreement, or Sections 6.02 or 6.03 of the Pledge Agreement to which it is a party; or

(c) Specific Covenants with Five-Day Cure Period. Any Loan Party or any of its Subsidiaries fails to perform or observe any term, covenant or agreement applicable to it contained in any of Section 6.01, 6.02 (other than clause (c)), 6.03 (other than clause (a)), 6.05(a) (solely as it relates to any Loan Party or Subsidiary other than the Borrower), 6.05 (other than clause (a)), or 6.15, and such failure continues for five Business Days; or

(d) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in Section 8.01(a), (b) or (c) above) contained in any Loan Document on its part to be performed or observed and such failure continues for 30 days following receipt of notice from the Administrative Agent or the Required Lenders; or

(e) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrower or any other Loan Party herein, in any other Loan Document, or in any document delivered in connection herewith or therewith (including, without limitation, any Borrowing Base Calculation) shall be incorrect or misleading in any material respect when made or deemed made; or

(f) Cross-Default. (i) Any Loan Party or any Subsidiary thereof (A) fails to make any payment beyond the applicable grace period if any (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Material Indebtedness, or (B) fails to observe or perform any other agreement or condition relating to any such Material Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such Guarantee to become payable or cash collateral in respect thereof to be demanded; provided that this paragraph (f) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness; or (ii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which a Loan Party or any Subsidiary thereof is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which a Loan Party or any Subsidiary thereof is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by such Loan Party or such Subsidiary as a result thereof is greater than \$20.0 million; or

(g) Insolvency Proceedings, Etc. Any Loan Party or any Material Subsidiary institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for 60 calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding; or

(h) Inability to Pay Debts; Attachment. (i) Any Loan Party or any Material Subsidiary becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within 30 days after its issue or levy; or

(i) Judgments. There is entered against any Loan Party or any Subsidiary and remains unpaid one or more final judgments or orders for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding \$20.0 million (to the extent not covered by independent third-party insurance as to which the insurer is rated at least “A” by A.M. Best Company, has been notified of the potential claim and does not dispute coverage) and (i) enforcement proceedings are commenced by any creditor upon such judgment or order, or (ii) there is a period of 30 consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(j) ERISA. An ERISA Event occurs or any substantially similar event occurs with respect to a Foreign Plan (that would have been an ERISA Event had the Foreign Plan been subject to ERISA and that gives rise to liability under analogous foreign law) which, together with all other ERISA Events (or such substantially similar events with respect to Foreign Plans) that have occurred, has resulted or could reasonably be expected to result in a Material Adverse Effect; or

(k) Invalidity of Loan Documents. Any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect against Holdings, the Borrower or any Subsidiary; or any Loan Party contests in any manner the validity or enforceability of any provision of any Loan Document; or any Loan Party denies that it has any or further liability or obligation under any provision of any Loan Document (other than as a result of repayment in full of the Obligations), or purports to revoke, terminate or rescind any provision of any Loan Document; or seeks to avoid, limit or otherwise adversely affect any Lien purported to be created under any Collateral Document; or

(l) Change of Control. There occurs any Change of Control; or

(m) Collateral Documents. Any Collateral Document after delivery thereof pursuant to Article IV, Section 6.12, or Section 6.12 shall for any reason (other than pursuant to the terms thereof) cease (or shall be asserted by any Loan Party or, in the reasonable discretion of the Administrative Agent, any other Person not) to create a valid and perfected First Priority Lien or Second Priority Lien, as applicable (subject to Liens permitted by Section 7.01, to the extent expressly permitted to be senior to such Liens), on the Collateral purported to be covered thereby, either (i) with an aggregate fair market value for such Collateral of (A) \$2.0 million or more, in the case of Term Priority Collateral, or (B) \$1.0 million or more, in the case of ABL Priority Collateral or (ii) consisting of amounts on deposit with Controlled Account Banks or of the type included in the Borrowing Base in an amount of more than \$100,000; or

(n) Cessation of Business; Liquidation Sales. (A) Except as otherwise expressly permitted hereunder, any Loan Party undertakes a material course of action, whether or not yet formally approved by any Loan Party's management, board of managers, or board of directors, to (i) suspend the operation of a material portion of its business in the ordinary course, (ii) generally suspend the payment of its obligations in the ordinary course, (iii) solicit proposals for the liquidation of, or undertake to liquidate, a material portion of its assets, or (iv) solicit proposals for the employment of, or employ, an agent or other third party to conduct a program of closings, liquidations, or "Going-Out-Of-Business" sales of a material portion of its business; or (B) a Material Adverse Effect results from any Loan Party being enjoined, restrained, or in any way prevented by court order from continuing to conduct a material portion of its business affairs in the ordinary course.

8.02 Remedies upon Event of Default. If any Event of Default occurs and is continuing, the Administrative Agent may (and at the request of, or with the consent of, the Required Lenders, shall) take any or all of the following actions:

(a) declare the commitment of each Lender to make Loans and any obligation of each L/C Issuer to make L/C Credit Extensions to be terminated, whereupon such commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document

to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Loan Parties;

(c) whether or not the maturity of the Obligations shall have been accelerated pursuant hereto, proceed to protect, enforce and exercise all rights and remedies under this Agreement, any of the other Loan Documents or applicable Law, including, but not limited to, by suit in equity, action at law or other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Agreement and the other Loan Documents or any instrument pursuant to which the Obligations are evidenced, and, if such amount shall have become due, by declaration or otherwise, proceed to enforce the payment thereof or any other legal or equitable right of the Credit Parties; and

(d) require that the Loan Parties provide Letter of Credit Cash Collateralization in accordance with Section 2.03(n);

provided, however that, upon the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States, the obligation of each Lender to make Loans and any obligation of the L/C Issuers to make L/C Credit Extensions shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, and the obligation of the Loan Parties to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, in each case without further act of the Administrative Agent or any Lender.

8.03 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to Section 8.02), or after the commencement of any Liquidation, subject to the terms of the Intercreditor Agreement, any amounts received on account of the Obligations shall be applied (by the Administrative Agent as hereby instructed so to apply) in the following order:

First, to payment in full of that portion of the Obligations constituting fees, indemnities, Credit Party Expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and the Collateral Agent and amounts payable under Article III) payable to the Administrative Agent and the Collateral Agent, each in its capacity as such;

Second, to payment in full of that portion of the Obligations constituting indemnities, Credit Party Expenses, and other amounts (other than principal, interest and fees) payable to the Lenders and the L/C Issuers (including fees, charges and disbursements of counsel to the respective Lenders and the L/C Issuers and amounts payable under Article III), ratably among them in proportion to the amounts described in this clause Second payable to them in their capacities as such;

Third, to payment in full to the Swing Line Lender of that portion of the Obligations constituting accrued and unpaid interest on the Swing Line Loans;

Fourth, to payment in full of that portion of the Obligations constituting accrued and unpaid interest on the Loans, Letter of Credit Disbursements and other Obligations, and fees (including Letter of Credit Fees), ratably among the Lenders and the L/C Issuers in proportion to the respective amounts described in this clause Fourth payable to them in their capacities as such;

Fifth, to payment in full to the Swing Line Lender of that portion of the Obligations constituting unpaid principal of the Swing Line Loans;

Sixth, to payment in full of that portion of the Obligations constituting unpaid principal of the Loans and Letter of Credit Disbursements, ratably among the Lenders and the L/C Issuers in proportion to the respective amounts described in this clause Sixth held by them in their capacities as such;

Seventh, to the Administrative Agent for the account of the L/C Issuers, to Cash Collateralize in full that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit;

Eighth, [reserved];

Ninth, to payment in full of all other Obligations, ratably among the Credit Parties in proportion to the respective amounts described in this clause Ninth held by them; and

Last, the balance, if any, after all of the Obligations have been paid in full, to the applicable Loan Parties or as otherwise required by Law.

Subject to Section 2.03, amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause Seventh above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above.

Notwithstanding the foregoing, amounts received from the Borrower or any Guarantor that is not a “eligible contract participant” under the Commodity Exchange Act and the regulations promulgated thereunder shall not be applied to the Obligations that are Excluded Swap Obligations (it being understood, that in the event that any amount is applied to Obligations other than Excluded Swap Obligations as a result of this sentence, the Administrative Agent shall, to the extent permitted by law, make such adjustments as it determines are appropriate to distributions pursuant to clause Ninth above from amounts received from “eligible contract participants” under the Commodity Exchange Act and the regulations promulgated thereunder to ensure, as nearly as possible, that the proportional aggregate recoveries with respect to Obligations described in clause Ninth above by the holders of any Excluded Swap Obligations are the same as the proportional aggregate recoveries with respect to other Obligations pursuant to clause Ninth above).

ARTICLE IX ADMINISTRATIVE AGENT

9.01 Appointment and Authority.

(a) Each of the Lenders and each L/C Issuer hereby irrevocably appoints Eclipse to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders and the L/C Issuers, and neither the Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions.

(b) The Administrative Agent shall also act as the Collateral Agent under the Loan Documents, and each of the Lenders (in its capacities as a Lender), Swing Line Lender (if applicable) and each L/C Issuer hereby irrevocably appoints and authorizes the Collateral Agent to act as the agent of such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably

incidental thereto. In this connection, the Collateral Agent and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Agent pursuant to Section 9.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Agents, shall be entitled to the benefits of all provisions of this Article IX and Article XI (including Section 11.04(c), as though such co-agents, sub-agents and attorneys-in-fact were the Collateral Agent under the Loan Documents) as if set forth in full herein with respect thereto.

(c) Each of the Lenders, for itself and on behalf of any of its Affiliates, and each L/C Issuer hereby irrevocably appoints Eclipse, in its capacity as Administrative Agent and Collateral Agent and to take such actions on its behalf and to exercise such powers as are delegated to Eclipse, in its capacity as Administrative Agent and Collateral Agent, by the terms hereof, together with such actions and powers as are reasonably incidental thereto.

9.02 Rights as a Lender. The Person serving as the Administrative Agent and Collateral Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent or the Collateral Agent and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent and Collateral Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent or the Collateral Agent hereunder and without any duty to account therefor to the Lenders.

9.03 Exculpatory Provisions. The Agents shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Agents:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent or Collateral Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent and the Collateral Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent or the Collateral Agent to liability or that is contrary to any Loan Document or applicable Law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or the Collateral Agent or any of its Affiliates in any capacity.

The Agents shall not be liable for any action taken or not taken by them (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Agents shall believe in good faith shall be necessary, under the circumstances as provided in Sections 11.01 and 8.02) or (ii) in the absence of their own gross negligence or willful

misconduct. The Agents shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent by the Borrower, a Lender or any L/C Issuer.

The Agents shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Collateral Documents, (v) the value or the sufficiency of any Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Agents.

9.04 Reliance by Agents. The Agents shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by them to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Agents also may rely upon any statement made to them orally or by telephone and believed by them to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the L/C Issuers, the Administrative Agent may presume that such condition is satisfactory to such Lender or such L/C Issuer unless the Administrative Agent shall have received notice to the contrary from such Lender or such L/C Issuer prior to the making of such Loan or the issuance of such Letter of Credit. The Agents may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by them, and shall not be liable for any action taken or not taken by them in accordance with the advice of any such counsel, accountants or experts.

9.05 Delegation of Duties. The Agents may perform in any and all of their duties and exercise their rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent or the Collateral Agent, as applicable. The Agents and any such sub-agent may perform any and all of their duties and exercise their rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Agents and any such sub-agent, and shall apply to their respective activities as Administrative Agent or Collateral Agent.

9.06 Resignation of Agents. The Agents may at any time give notice of its resignation to the Lenders, the L/C Issuers and the Borrower, including the effective date of such resignation which may be not less than 30 days from the date of such notice. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, with the consent of the Borrower at all times other than during the existence of an Event of Default (which consent shall not be unreasonably withheld or delayed), to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agents give notice of their resignation, then the retiring Agents may on behalf of the Lenders and the L/C Issuers, appoint a successor Administrative Agent and Collateral Agent meeting the qualifications set forth above; provided that if the Agents shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (a) the retiring Agents shall be discharged from their duties and obligations hereunder and under the other Loan Documents

(except that in the case of any collateral security held by the Collateral Agent on behalf of the Lenders or the L/C Issuers under any of the Loan Documents, the retiring Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed) and (b) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and each L/C Issuer directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section 9.06. Upon the acceptance of a successor's appointment as Administrative Agent and Collateral Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent and Collateral Agent, and the retiring Administrative Agent and Collateral Agent shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section 9.06). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's or Collateral Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article IX and Section 11.04 shall continue in effect for the benefit of such retiring Administrative Agent and Collateral Agent, their respective sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent and Collateral Agent was acting as Administrative Agent and Collateral Agent.

9.07 Non-Reliance on Agents and Other Lenders. Each Lender and each L/C Issuer acknowledges that it has, independently and without reliance upon the Agents, the Arranger or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and each L/C Issuer also acknowledges that it will, independently and without reliance upon the Agents, the Arranger or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder. Except as provided in Section 9.12, the Agents and the Arranger shall not have any duty or responsibility to provide any Lender with any other credit or other information concerning the affairs, financial condition or business of any Loan Party that may come into the possession of the Agents and the Arranger.

9.08 No Other Duties, Etc. Anything herein to the contrary notwithstanding, no Arranger listed on the cover page hereof shall (i) have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, the Collateral Agent, a Lender or any L/C Issuer hereunder or (ii) any fiduciary relationship with the Lenders, the Borrower or any other Person pursuant to the Loan Documents.

9.09 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the L/C Issuers and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the L/C Issuers and the Administrative Agent and

their respective agents and counsel and all other amounts due the Lenders, the L/C Issuers and the Administrative Agent under Sections 2.07, and 11.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and each L/C Issuer to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders and the L/C Issuers, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.07 and 11.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or any L/C Issuer any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or any L/C Issuer to authorize the Administrative Agent to vote in respect of the claim of any Lender or any L/C Issuer in any such proceeding.

9.10 Collateral and Guaranty Matters. The Lenders and the L/C Issuers irrevocably authorize the Agents, at their option and in their discretion,

(a) to release any Lien on any property granted to or held by the Collateral Agent under any Loan Document (i) upon termination of the Aggregate Commitments and payment in full of all Obligations (other than contingent indemnification obligations for which no claim has then been asserted) and the expiration or termination of all Letters of Credit, (ii) that is sold or to be sold as part of or in connection with any sale permitted hereunder or under any other Loan Document to a Person that is not a Loan Party, or (iii) if approved, authorized or ratified in writing in accordance with Section 11.01;

(b) to release any Guarantor from its obligations hereunder if such Person ceases to be a Subsidiary as a result of a transaction permitted hereunder; and

(c) to subordinate any Lien on any property granted to or held by the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 7.01(i).

Upon request by the Agents at any time, the Required Lenders will confirm in writing the Agents' authority to release or subordinate their interest in particular types or items of property, or to release any Guarantor from its obligations hereunder pursuant to this Section 9.10. In each case as specified in this Section 9.10, the Administrative Agent or the Collateral Agent, as applicable, will, at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Collateral Documents or to subordinate its interest in such item, or to release such Guarantor from its obligations hereunder, in each case in accordance with the terms of the Loan Documents and this Section 9.10.

9.11 Notice of Transfer. The Agents may deem and treat a Lender party to this Agreement as the owner of such Lender's portion of the Obligations for all purposes, unless and until, and except to the extent, an Assignment and Assumption shall have become effective as set forth in Section 11.06.

9.12 Reports and Financial Statements. By signing this Agreement, each Lender:

(a) [reserved];

(b) is deemed to have requested that the Administrative Agent furnish such Lender, promptly after they become available, copies of all Borrowing Base Calculations, financial statements required to be delivered by the Borrower hereunder and all collateral field examinations and appraisals of the Collateral received by the Agents (collectively, the “**Reports**”), and the Administrative Agent further agrees to deliver other information delivered pursuant to Section 6.02 upon the reasonable request of such Lender;

(c) expressly agrees and acknowledges that the Agents (i) make no representation or warranty as to the accuracy of the Reports, and (ii) shall not be liable for any information contained in any Report;

(d) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that the Agents or any other party performing any audit or examination will inspect only specific information regarding the Loan Parties and will rely significantly upon the Loan Parties’ books and records, as well as on representations of the Loan Parties’ personnel;

(e) agrees to keep all Reports confidential in accordance with the provisions of Section 11.07, or use any Report in any other manner; and

(f) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold the Agents and any such other Lender preparing a Report harmless from any action the indemnifying Lender may take or conclusion the indemnifying Lender may reach or draw from any Report in connection with any Credit Extensions that the indemnifying Lender has made or may make to the Borrower, or the indemnifying Lender’s participation in, or the indemnifying Lender’s purchase of, a Loan or Loans of the Borrower; and (ii) to pay and protect, and indemnify, defend, and hold the Agents and any such other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including attorney costs) incurred by the Agents and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

9.13 Agency for Perfection. Each Lender hereby appoints each other Lender as agent for the purpose of perfecting Liens for the benefit of the Agents and the Lenders, in assets which, in accordance with Article 9 of the UCC or any other applicable Law can be perfected only by possession. Should any Lender (other than the Agents) obtain possession of any such Collateral, such Lender shall notify the Agents thereof, and, promptly upon the Collateral Agent’s request therefor shall deliver such Collateral to the Collateral Agent or otherwise deal with such Collateral in accordance with the Collateral Agent’s instructions.

9.14 Indemnification of Agents. The Lenders agree to indemnify the Agents (to the extent not reimbursed by the Loan Parties and without limiting the obligations of Loan Parties hereunder), ratably according to their respective Applicable Percentages, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against any Agent in any way relating to or arising out of this Agreement or any other Loan Document or any action taken or omitted to be taken by any Agent in connection therewith; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from such Agent’s gross negligence or willful misconduct as determined by a final and nonappealable judgment of a court of competent jurisdiction.

9.15 Withholding Tax. To the extent required by any applicable law, the Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. If the Internal Revenue Service or any other authority of the United States or other jurisdiction asserts a claim that the Agent did not properly withhold Tax from amounts paid to or for the account of any Lender for any reason (including, without limitation, because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Agent of a change in circumstance that rendered the exemption from, or reduction of withholding Tax ineffective), such Lender shall indemnify and hold harmless the Agent (to the extent that the Agent has not already been reimbursed by the Borrower and without limiting the obligation of the Borrower to do so) for all amounts paid, directly or indirectly, by the Agent as Tax or otherwise, including any interest, additions to Tax or penalties thereto, together with all expenses incurred, including legal expenses and any other out-of-pocket expenses, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error.

9.16 Relation Among Lenders. The Lenders are not partners or co-venturers, and no Lender shall be liable for the acts or omissions of, or (except as otherwise set forth herein in case of the Agents) authorized to act for, any other Lender.

9.17 Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of the Plan Asset Regulations or otherwise) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Commitments,

(ii) the prohibited transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable so as to exempt from the prohibitions of ERISA Section 406 and Code Section 4975 such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement and the conditions for exemptive relief thereunder are and will continue to be satisfied in connection therewith,

(iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of

subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that none of the Administrative Agent or its Affiliates is a fiduciary with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto).

(c) The Administrative Agent hereby informs the Lenders that each such Person is not undertaking to provide investment advice or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Letters of Credit, the Commitments, this Agreement and any other Loan Documents, (ii) may recognize a gain if it extended the Loans, the Letters of Credit or the Commitments for an amount less than the amount being paid for an interest in the Loans, the Letters of Credit or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

9.18 Erroneous Payments.

(a) Each Lender and L/C Issuer hereby agrees that (x) if the Administrative Agent notifies such Lender or L/C Issuer that the Administrative Agent has determined in its sole discretion that any funds received by such Lender or L/C Issuer from the Administrative Agent or any of its Affiliates (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a "**Payment**") were erroneously transmitted to such Lender or L/C Issuer (whether or not known to such Lender or L/C Issuer), and demands the return of such Payment (or a portion thereof), such Lender or L/C Issuer shall promptly, but in no event later than one (1) Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender or L/C Issuer to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect, and (y) to the extent permitted by applicable law, such Lender or L/C Issuer shall not assert, and hereby waives, as to the Administrative Agent, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Payments received, including without limitation any defense based on "discharge for value" or any

similar doctrine. A notice of the Administrative Agent to any Lender or L/C Issuer under this Section 9.18(a) shall be conclusive, absent manifest error.

(b) Each Lender and L/C Issuer hereby further agrees that if it receives a Payment from the Administrative Agent or any of its Affiliates (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Payment (a "**Payment Notice**") or (y) that was not preceded or accompanied by a Payment Notice, it shall be on notice, in each such case, that an error has been made with respect to such Payment. Each Lender and L/C Issuer agrees that, in each such case, or if it otherwise becomes aware a Payment (or portion thereof) may have been sent in error, such Lender or L/C Issuer shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one (1) Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender or L/C Issuer to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(c) The Borrower and each other Loan Party hereby agrees that (x) in the event an erroneous Payment (or portion thereof) are not recovered from any Lender or L/C Issuer that has received such Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Lender or L/C Issuer with respect to such amount and (y) an erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Loan Party, except, in each case, to the extent such erroneous Payment (or any portion thereof) is, and solely with respect to the amount of such erroneous Payment that is comprised of funds of a Loan Party. Notwithstanding anything to the contrary herein or in any other Loan Document, the provisions of this Section 9.18 relating to Payments (including the preceding two paragraphs and this paragraph) shall not constitute, create or otherwise alter the Obligations on the part of the Loan Parties under the Loan Documents or otherwise.

(d) Each party's obligations under this Section 9.18 shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender or L/C Issuer, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations under any Loan Document.

9.19 Intercreditor Agreement. The parties hereto acknowledge and agree that: (a) each Agent shall be subject to the terms of the Intercreditor Agreement as if each Agent was a party thereto as an "ABL Agent" (as defined in the Intercreditor Agreement) and (b) each Agent, acting in the capacity as an ABL Agent, is authorized to perform and take or refrain from taking any actions, and providing any consents or directions, in connection with the Intercreditor Agreement.

ARTICLE X CONTINUING GUARANTY

10.01 Guaranty. Each Guarantor hereby absolutely and unconditionally guarantees, as a guaranty of payment and performance and not merely as a guaranty of collection, prompt payment when due, whether at stated maturity, by required prepayment, upon acceleration, demand or otherwise, and at all times thereafter, of any and all of the Obligations, whether for principal, interest, premiums, fees, indemnities, damages, costs, expenses or otherwise, of the Borrower to the Credit Parties, arising hereunder and under the other Loan Documents (including all renewals, extensions, amendments, refinancings and other

modifications thereof and all costs, attorneys' fees and expenses incurred by the Credit Parties in connection with the collection or enforcement thereof). The Administrative Agent's books and records showing the amount of the Obligations shall be admissible in evidence in any action or proceeding, and shall be binding upon each Guarantor, and conclusive for the purpose of establishing the amount of the Obligations. This Guaranty shall not be affected by the genuineness, validity, regularity or enforceability of the Obligations or any instrument or agreement evidencing any Obligations, or by the existence, validity, enforceability, perfection, non-perfection or extent of any collateral therefor, or by any fact or circumstance relating to the Obligations which might otherwise constitute a defense to the obligations of any Guarantor under this Guaranty, and each Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to any or all of the foregoing.

Each Qualified ECP Guarantor (including the Borrower) hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of each such Loan Party's obligations (a) in respect of Swap Contracts to which it is a party and (b) under this Guaranty in respect of Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 10.01 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 10.01, or otherwise under this Guaranty, as it relates to such other Loan Party, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section shall remain in full force and effect until the termination of this Guaranty in accordance with Section 10.06 hereof. Each Qualified ECP Guarantor intends that this Section 10.01 constitute, and this Section 10.01 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

10.02 Rights of Lenders. Each Guarantor consents and agrees that the Credit Parties may, at any time and from time to time, without notice or demand, and without affecting the enforceability or continuing effectiveness hereof: (a) amend, extend, renew, compromise, discharge, accelerate or otherwise change the time for payment or the terms of the Obligations or any part thereof; (b) take, hold, exchange, enforce, waive, release, fail to perfect, sell, or otherwise dispose of any security for the payment of this Guaranty or any Obligations; (c) apply such security and direct the order or manner of sale thereof as the Administrative Agent and the Lenders in their sole discretion may determine; and (d) release or substitute one or more of any endorsers or other guarantors of any of the Obligations. Without limiting the generality of the foregoing, each Guarantor consents to the taking of, or failure to take, any action which might in any manner or to any extent vary the risks of such Guarantor under this Guaranty or which, but for this provision, might operate as a discharge of such Guarantor.

10.03 Certain Waivers. Each Guarantor waives (a) any defense arising by reason of any disability or other defense of the Borrower or any other Guarantor, or the cessation from any cause whatsoever (including any act or omission of any Credit Party) of the liability of the Borrower; (b) any defense based on any claim that such Guarantor's obligations exceed or are more burdensome than those of the Borrower; (c) the benefit of any statute of limitations affecting such Guarantor's liability hereunder; (d) any right to proceed against the Borrower, proceed against or exhaust any security for the Obligations, or pursue any other remedy in the power of any Credit Party whatsoever; (e) any benefit of and any right to participate in any security now or hereafter held by any Credit Party; and (f) to the fullest extent permitted by law, any and all other defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties. Each Guarantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Obligations, and all notices of acceptance of this Guaranty or

of the existence, creation or incurrence of new or additional Obligations. As provided below, this Guaranty shall be governed by, and construed in accordance with, the laws of the State of New York.

10.04 Obligations Independent. The obligations of each Guarantor hereunder are those of primary obligor, and not merely as surety, and are independent of the Obligations and the obligations of any other guarantor, and a separate action may be brought against each Guarantor to enforce this Guaranty whether or not the Borrower or any other person or entity is joined as a party.

10.05 Subrogation. No Guarantor shall exercise any right of subrogation, contribution, indemnity, reimbursement or similar rights with respect to any payments it makes under this Guaranty until all of the Obligations (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement) and any amounts payable under this Guaranty have been paid and performed in full and the Commitments and the Facility are terminated. If any amounts are paid to any Guarantor in violation of the foregoing limitation, then such amounts shall be held in trust for the benefit of the Credit Parties and shall forthwith be paid to the Credit Parties to reduce the amount of the Obligations, whether matured or unmatured.

10.06 Termination; Reinstatement. This Guaranty is a continuing and irrevocable guaranty of all Obligations now or hereafter existing and shall remain in full force and effect until all Obligations and any other amounts payable under this Guaranty are paid in full in cash (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement) and the Commitments and the Facility with respect to the Obligations are terminated. Notwithstanding the foregoing, this Guaranty shall continue in full force and effect or be revived, as the case may be, if any payment by or on behalf of the Borrower or any Guarantor is made, or any of the Credit Parties exercises its right of setoff, in respect of the Obligations and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by any of the Credit Parties in their discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Laws or otherwise, all as if such payment had not been made or such setoff had not occurred and whether or not the Credit Parties are in possession of or have released this Guaranty and regardless of any prior revocation, rescission, termination or reduction. The obligations of each Guarantor under this paragraph shall survive termination of this Guaranty.

10.07 Subordination. Each Guarantor hereby subordinates the payment of all obligations and indebtedness of the Borrower owing to such Guarantor, whether now existing or hereafter arising, including but not limited to any obligation of the Borrower to any Guarantor as subrogee of the Credit Parties or resulting from such Guarantor's performance under this Guaranty, to the indefeasible payment in full in cash of all Obligations (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement). If the Credit Parties so request, any such obligation or indebtedness of the Borrower to any Guarantor shall be enforced and performance received by such Guarantor as trustee for the Credit Parties and the proceeds thereof shall be paid over to the Credit Parties on account of the Obligations, but without reducing or affecting in any manner the liability of such Guarantor under this Guaranty.

10.08 Stay of Acceleration. If acceleration of the time for payment of any of the Obligations is stayed, in connection with any case commenced by or against any Guarantor or the Borrower under any Debtor Relief Laws, or otherwise, all such amounts shall nonetheless be payable by such Guarantor immediately upon demand by the Credit Parties.

10.09 Condition of Borrower. Each Guarantor acknowledges and agrees that it has the sole responsibility for, and has adequate means of, obtaining from the Borrower and any other guarantor such information concerning the financial condition, business and operations of the Borrower and any such other Guarantor as such Guarantor requires, and that none of the Credit Parties has any duty, and such Guarantor is not relying on the Credit Parties at any time to disclose to such Guarantor any information relating to the business, operations or financial condition of the Borrower or any other Guarantor (such Guarantor waiving any duty on the part of the Credit Parties to disclose such information and any defense relating to the failure to provide the same).

ARTICLE XI MISCELLANEOUS

11.01 Amendments, Etc. Subject to Section 3.02, no amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders and the Borrower or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall:

(a) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02) without the written consent of such Lender (it being understood that the waiver of any mandatory prepayment shall not constitute an extension or increase of any Commitment of any Lender);

(b) postpone any date fixed by this Agreement or any other Loan Document for (i) any payment of principal, interest, fees or other amounts due to the Lenders (or any of them) hereunder or under any of the other Loan Documents without the written consent of each Lender entitled to such payment (it being understood that the waiver of or amendment to the terms of any mandatory prepayment of the Loans shall not constitute a postponement of any date scheduled for the payment of principal or interest, or (ii) any scheduled or mandatory reduction of the Aggregate Commitments hereunder or under any other Loan Document without the written consent of each Lender;

(c) reduce the principal of, or the rate of interest specified herein on, any Loan or Letter of Credit Disbursements, or (subject to clause (iv) of the second proviso to this Section 11.01) any fees or other amounts payable hereunder or under any other Loan Document, without the written consent of each Lender entitled to such amount; provided, however, that only the consent of the Required Lenders shall be necessary to amend the definition of “Default Rate” or to waive any obligation of the Borrower to pay interest or Letter of Credit Fees at the Default Rate; provided further, however, changes to interest rates arising from changes to the definition of Borrowing Base shall be governed by clause (i) below;

(d) change Section 2.13 or Section 8.03 in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender;

(e) change any provision of this Section 11.01 or the definition of “Required Lenders” or “Supermajority Lenders” or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender (other than any Defaulting Lender);

(f) except as expressly permitted hereunder, release, or limit the liability of, any Loan Party without the written consent of each Lender (other than any Defaulting Lender);

(g) except for releases of Collateral in accordance with the provisions of Section 9.10 hereof (in which case, such release may be made by the Administrative Agent acting alone), release all or substantially all of the Collateral from the Liens of the Collateral Documents in any transaction or series of related transactions, without the written consent of each Lender (other than any Defaulting Lender);

(h) increase the Aggregate Commitments without the written consent of each Lender (other than any Defaulting Lender);

(i) change the definition of the term “Borrowing Base” or any component definition thereof if as a result thereof the amounts available to be borrowed by the Borrower would be increased, without the written consent of the Supermajority Lenders, provided that the foregoing shall not limit the discretion of the Administrative Agent to change, establish or eliminate any Reserves without the consent of any Lender;

(j) modify the definition of Permitted Overadvance so as to increase the amount thereof or, except as provided in such definition, the time period for a Permitted Overadvance without the written consent of the Supermajority Lenders;

(k) except as provided in Section 9.10(c), subordinate the Obligations hereunder or the Liens granted hereunder or under the other Loan Documents, to any other Indebtedness or Lien, as the case may be without the written consent of each Lender (other than any Defaulting Lender);

(l) modify this Section 11.01 or Section 8.03 without the written consent of each Lender (other than any Defaulting Lender);

and provided further, that (i) no amendment, waiver or consent shall, unless in writing and signed by the L/C Issuers in addition to the Lenders required above, affect the rights or duties of the L/C Issuers under this Agreement or any Issuer Document relating to any Letter of Credit issued or to be issued by it; (ii) no amendment, waiver or consent shall, unless in writing and signed by the Swing Line Lender in addition to the Lenders required above, affect the rights or duties of the Swing Line Lender under this Agreement; (iii) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document; (iv) no amendment, waiver or consent shall, unless in writing and signed by the Collateral Agent in addition to the Lenders required above, affect the rights or duties of the Collateral Agent under this Agreement or any other Loan Document; and (v) each Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto.

If any Lender does not consent to a proposed amendment, waiver, consent or release with respect to any Loan Document that requires the consent of each Lender or Supermajority Lenders and that has been approved by the Required Lenders, the Borrower may replace such non-consenting Lender in accordance with Section 11.13; provided that such amendment, waiver, consent or release can be effected as a result of the assignment contemplated by such Section (together with all other such assignments required by the Borrower to be made pursuant to this paragraph).

Notwithstanding anything to the contrary contained in this Section 11.01, if the Administrative Agent and the Borrower shall have jointly identified an obvious error (including, but not limited to, an incorrect cross-reference) or any error or omission of a technical or immaterial nature, in each case, in any provision of any Loan Document, then the Administrative Agent and/or the Collateral Agent (acting in their sole discretion) and the Borrower or any other relevant Loan Party shall be permitted to amend such

provision and such amendment shall become effective without any further action or consent of any other party to any Loan Document.

11.02 Notices; Effectiveness; Electronic Communications.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to Holdings, the Borrower, any Loan Party, the Administrative Agent, the Collateral Agent, the L/C Issuers or the Swing Line Lender to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 11.02; and

(ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in subsection (b) below shall be effective as provided in such subsection (b).

(b) Electronic Communications. The Administrative Agent and each of its Affiliates is authorized to transmit, post or otherwise make or communicate, in its sole discretion (but shall not be required to do so), by Approved Electronic Communications in connection with this Agreement or any other Loan Document and the transactions contemplated therein. The Administrative Agent is hereby authorized to establish procedures to provide access to and to make available or deliver, or to accept, notices, documents and similar items by posting to ABLSoft. All uses of ABLSoft and other Approved Electronic Communications shall be governed by and subject to, in addition to the terms of this Agreement, the separate terms, conditions and privacy policy posted or referenced in such system (or such terms, conditions and privacy policy as may be updated from time to time, including on such system) and any related contractual obligations executed by the Administrative Agent and Loan Parties in connection with the use of such system. Each of the Loan Parties, the Lenders and the Administrative Agent hereby acknowledges and agrees that the use of ABLSoft and other Approved Electronic Communications is not necessarily secure and that there are risks associated with such use, including risks of interception, disclosure and abuse and each indicates it assumes and accepts such risks by hereby authorizing the Administrative Agent and each of its Affiliates to transmit Approved Electronic Communications. ABLSoft and all Approved Electronic Communications shall be provided “as is” and “as available”. None of the Administrative Agent or any of its Affiliates or related persons warrants the accuracy, adequacy or completeness of ABLSoft or any other electronic platform or electronic transmission and disclaims all liability for errors or omissions therein. No warranty of any kind is made by the Administrative Agent or any of its Affiliates or related persons in connection with ABLSoft or any other electronic platform or electronic transmission, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects. The Borrower and each other Loan Party executing this Agreement agrees that the Administrative Agent has no responsibility for maintaining or providing any equipment, software, services or any testing required in connection with

ABLSoft, any Approved Electronic Communication or otherwise required for ABLSoft or any Approved Electronic Communication. Prior to the Closing Date, the Borrower shall deliver to the Administrative Agent a complete and executed client user form regarding the Borrower's use of ABLSoft. No Approved Electronic Communications shall be denied legal effect merely because it is made electronically. Approved Electronic Communications that are not readily capable of bearing either a signature or a reproduction of a signature may be signed, and shall be deemed signed, by attaching to, or logically associating with such Approved Electronic Communication, an E-Signature, upon which the Administrative Agent and the Loan Parties may rely and assume the authenticity thereof. Each Approved Electronic Communication containing a signature, a reproduction of a signature or an E-Signature shall, for all intents and purposes, have the same effect and weight as a signed paper original. Each E-Signature shall be deemed sufficient to satisfy any requirement for a "signature" and each Approved Electronic Communication shall be deemed sufficient to satisfy any requirement for a "writing", in each case including pursuant to this Agreement, any other Loan Document, the UCC, the Federal Uniform Electronic Transactions Act, the Electronic Signatures in Global and National Commerce Act and any substantive or procedural law governing such subject matter. Each party or beneficiary hereto agrees not to contest the validity or enforceability of an Approved Electronic Communication or E-Signature under the provisions of any applicable law requiring certain documents to be in writing or signed; provided, that nothing herein shall limit such party's or beneficiary's right to contest whether an Approved Electronic Communication or E-Signature has been altered after transmission.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to Holdings or any of its Subsidiaries, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or the Administrative Agent's transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to Holdings or any of its Subsidiaries, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Borrower, any other Loan Party, and the Administrative Agent may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the Borrower, the Administrative Agent, the L/C Issuers and the Swing Line Lender. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the “Private Side Information” or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender’s compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the “Public Side Information” portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities laws.

(e) Reliance by Administrative Agent and Lenders. The Administrative Agent, the Collateral Agent, the L/C Issuers, the Swing Line Lender and the Lenders shall be entitled to rely and act upon any notices (including telephonic Notice of Borrowings) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent, the Collateral Agent, the L/C Issuers, the Swing Line Lender, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

11.03 No Waiver; Cumulative Remedies. No failure by any Lender, any L/C Issuer, the Administrative Agent or the Collateral Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

11.04 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Loan Parties shall pay all Credit Party Expenses within ten (10) Business Days after receipt of an invoice therefor.

(b) Indemnification by the Loan Parties. The Loan Parties shall indemnify the Administrative Agent (and any sub-agent thereof), the Collateral Agent, the Arranger, the joint bookrunning managers, each Lender, each L/C Issuer and each Related Party of any of the foregoing Persons (each such Person being called an “**Indemnitee**”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the reasonable and documented in reasonable detail fees, charges and disbursements of one counsel to all Indemnitees taken as a whole and, if reasonably necessary, a single local counsel for all Indemnitees taken as a whole in each relevant jurisdiction material to the interests of the Lenders, in each case, selected by the Administrative Agent and solely in the case of

an actual conflict of interest between Indemnitees where the Indemnitees affected by such conflict inform the Borrower of such conflict, one additional counsel in each relevant jurisdiction material to the interest of the Lenders to each group of affected Indemnitees taken as a whole) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any other Loan Party arising out of, in connection with, or as a result of (i) the preparation, execution, delivery or administration of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby or any amendment or waiver with respect hereto or thereto, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by any L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or Release or threat of Release of Hazardous Materials, at, under, on or from any property or facility currently or formerly owned, leased or operated by Holdings or any of its Subsidiaries, or any Environmental Liability related in any way to Holdings or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee (y) result from a claim brought by the Borrower or any other Loan Party against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if the Borrower or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction, or (z) result from the presence, Release or threat of Release of Hazardous Materials or violations of Environmental Laws first occurring or first existing after completion of the foreclosure upon the Collateral, granting of a deed-in-lieu of foreclosure with respect to the Collateral or similar transfer of title or possession of the Collateral, unless such presence, release or violation is actually caused by any Loan Party or any Subsidiary thereof. This Section 11.04(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims or damages arising from any non-Tax claim.

(c) Reimbursement by Lenders. To the extent that the Borrower for any reason fails to pay any amount required under subsection (a) or (b) of this Section to be paid by it to the Agents (or any sub-agent thereof), the Swing Line Lender, the L/C Issuers or any Related Party of any of the foregoing, each Lender (other than the Swing Line Lender in its capacity as such) severally agrees to pay to the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender, the L/C Issuers or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender or L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or the Collateral Agent in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.12(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, the Loan Parties shall not assert, and hereby waive, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan

Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Payments. All amounts due under this Section shall be payable not later than ten Business Days after receipt of an invoice or demand therefor.

(f) Survival. The agreements in this Section shall survive the resignation of the Agents, the Swing Line Lender and the L/C Issuers, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

11.05 Payments Set Aside. To the extent that any payment by or on behalf of any of the Loan Parties is made to the Administrative Agent, any L/C Issuer or any Lender, or the Administrative Agent, any L/C Issuer or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent, such L/C Issuer or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and each L/C Issuer severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Effective Rate from time to time in effect. The obligations of the Lenders and the L/C Issuers under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

11.06 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of Section 11.06(b), (ii) by way of participation in accordance with the provisions of Section 11.06(d), or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 11.06(f) (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the L/C Issuers and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a

portion of its Commitment(s) and the Loans (including for purposes of this Section 11.06(b), participations in L/C Obligations and in Swing Line Loans) at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than \$1.0 million (and in integral multiples of \$1.0 million in excess thereof) and after giving effect thereto, the assigning Lender shall hold a Commitment of at least \$1.0 million, unless, in each case, each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met;

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned, except that (A) this clause (ii) shall not apply to the Swing Line Lenders' rights and obligations in respect of Swing Line Loans and (B) this clause (ii) shall not limit the right of a Lender to assign all or any portion of its Commitment;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by subsection (b)(i)(B) of this Section and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; and

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of (1) any Commitment if such assignment is to a Person that is not a Lender with a Commitment, an Affiliate of Lender or an Approved Fund with respect to such Lender or (2) any Loan to a Person that is not a Lender, an Affiliate of a Lender or an Approved Fund;

(C) the consent of the L/C Issuers (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Letters of Credit (whether or not then outstanding); and

(D) the consent of the Swing Line Lender (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Swing Line Loans (whether or not then outstanding).

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of \$3,500; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire and any Tax forms required by Section 3.01(g), Section 3.01(h) or Section 3.01(i);

(v) No Assignment to Borrower. No such assignment shall be made to the Borrower or any of the Borrower's Affiliates or Subsidiaries; and

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural person.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 3.01, 3.03, and 11.04 with respect to facts and circumstances occurring prior to the effective date of such assignment). Upon request, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 11.06(d).

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal and interest amounts of the Loans (and whether such Loan is a Committed Loan or a Swing Line Loan, as applicable) owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary.

The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "**Participant**") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, including, for avoidance of doubt, any indemnification obligation with respect to the participated interest, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in clauses (a), (b), (c), (f) and (g) in the first proviso to Section 11.01 that affects such Participant. Subject to subsection (e) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Section 3.01 and Section 3.03 (provided such Participant agrees to be subject to the limitations and requirements therein as though it were a Lender (it being understood that the documentation required under Section 3.01(g), Section 3.01(h) and Section 3.01(i) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 11.06(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 11.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.11 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal and interest amount of each Participant's interest in the Loans held by it (the "**Participant Register**"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under the Loan Documents) except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive, absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such Loan or other obligation hereunder as the owner thereof for all purposes of this Agreement notwithstanding any notice to the contrary.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.03 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant except to the extent that such entitlement to any greater payment results from any Change in Law after the Participant becomes a Participant, or the sale of the participation to such Participant is made with the Borrower's prior written consent.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a FRB or any central bank having jurisdiction over such Lender; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Electronic Execution of Assignments. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal

effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(h) Resignation as L/C Issuer or Swing Line Lender After Assignment. Notwithstanding anything to the contrary contained herein, if at any time Eclipse (together with its affiliates) assigns all of its Commitment and Loans pursuant to subsection (b) above, Eclipse may, (i) upon 30 days' notice to the Borrower and the Lenders, resign as L/C Issuer and/or (ii) upon 30 days' notice to the Borrower, resign as Swing Line Lender. In the event of any such resignation as L/C Issuer or Swing Line Lender, the Borrower shall be entitled to appoint from among the Lenders a successor L/C Issuer or Swing Line Lender hereunder; provided, however, that no failure by the Borrower to appoint any such successor shall affect the resignation of Eclipse as L/C Issuer or Swing Line Lender, as the case may be. If Eclipse resigns as L/C Issuer, it shall retain all the rights, powers, privileges and duties of the L/C Issuers hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Lenders to make Base Rate Committed Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.03). If Eclipse resigns as Swing Line Lender, it shall retain all the rights of the Swing Line Lender provided for hereunder with respect to Swing Line Loans made by it and outstanding as of the effective date of such resignation, including the right to require the Lenders to make Base Rate Committed Loans or fund risk participations in outstanding Swing Line Loans pursuant to Section 2.04(c). Upon the appointment of a successor L/C Issuer and/or Swing Line Lender, (A) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer or Swing Line Lender, as the case may be, and (B) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to Eclipse to effectively assume the obligations of Eclipse with respect to such Letters of Credit.

11.07 Treatment of Certain Information; Confidentiality. Each of the Administrative Agent, the Lenders and the L/C Issuers agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 11.07, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, or (iii) any funding or financing source of any Lender, (g) with the consent of the Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 11.07 or (ii) becomes available to the Administrative Agent, any Lender, any L/C Issuer or any of their respective Affiliates on a non-confidential basis from a source other than the Borrower.

For purposes of this Section, "**Information**" means all information received from any Loan Party or any Subsidiary thereof relating to any Loan Party or any Subsidiary thereof or their respective businesses, operations, assets and related matters, other than any such information that is available to the Administrative

Agent, any Lender or any L/C Issuer on a non-confidential basis prior to disclosure by any Loan Party or any Subsidiary thereof, provided that, in the case of information received from a Loan Party or any such Subsidiary after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Administrative Agent, the Lenders and the L/C Issuers acknowledges that (A) the Information may include material non-public information concerning Holdings or a Subsidiary, as the case may be, (B) it has developed compliance procedures regarding the use of material non-public information and (C) it will handle such material non-public information in accordance with applicable Law, including Federal and state securities Laws.

11.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Credit Party and each of its respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to setoff and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Credit Party or any such Affiliate to or for the credit or the account of the Borrower or any other Loan Party against any and all of the obligations of the Borrower or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Credit Party, irrespective of whether or not such Credit Party shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Credit Party different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each Credit Party and their respective Affiliates under this Section 11.08 are in addition to other rights and remedies (including other rights of setoff) that such Credit Party or their respective Affiliates may have. Each Credit Party agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

11.09 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "**Maximum Rate**"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

11.10 Counterparts; Integration; Effectiveness.

(a) This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the

Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) Delivery of an executed counterpart of a signature page of (x) this Agreement, (y) any other Loan Document and/or (z) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 11.02), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an "Ancillary Document") that is an Electronic Signature transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Loan Document or such Ancillary Document, as applicable. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement, any other Loan Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Borrower or any other Loan Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, the Borrower and each Loan Party hereby (A) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders, the Borrower and the Loan Parties, Electronic Signatures transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (B) the Administrative Agent and each of the Lenders may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (C) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (D) waives any claim against the Administrative Agent, any Lender, any L/C Issuer and any Related Party of any of the foregoing Persons for any losses, claims, damages, liabilities and related expenses arising solely from the Administrative Agent's and/or any Lender's reliance on or use of Electronic Signatures and/or transmissions by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any losses, claims, damages, liabilities and related expenses arising as a result of the failure of the Borrower and/or any Loan Party to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

11.11 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Obligation (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement) shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

11.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11.13 Replacement of Lenders. (a) If any Lender requests compensation under Section 3.03, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or (b) if any Lender is a Defaulting Lender, or (c) if in connection with a proposed amendment, modification, waiver, or consent with respect to any of the provisions hereof as contemplated by Section 11.01, the consent of the Required Lenders shall have been obtained but the consent of one or more of such other Lenders whose consent is required shall not have been obtained, or (d) if any other circumstance exists hereunder that gives the Borrower the right to replace a Lender as a party hereto, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 11.06), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(a) the Borrower shall have paid to the Administrative Agent the assignment fee specified in Section 11.06(b);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and Letter of Credit Exposure, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.03 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter; and

(d) such assignment does not conflict with applicable Laws.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

11.14 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) SUBMISSION TO JURISDICTION. EACH OF THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY CREDIT PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH OF THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

11.15 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS

AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

11.16 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower and Holdings each acknowledge and agree, and acknowledge their respective Affiliates' understanding, that: (a) the arranging and other services regarding this Agreement provided by the Administrative Agent, the Arranger and the Lenders are arm's-length commercial transactions between the Borrower, Holdings and their respective Affiliates, on the one hand, and the Administrative Agent, the Arranger and the Lenders, on the other hand, (b) each of the Borrower and Holdings and each other Loan Party has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (c) the Borrower and Holdings and each other Loan Party is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (d) the Administrative Agent, each Arranger and each Lender each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower, Holdings or any of their respective Affiliates, or any other Person and (e) neither the Administrative Agent nor the Arranger or any Lender has any obligation to the Borrower, Holdings or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (f) the Administrative Agent, the Arranger and the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, Holdings and their respective Affiliates, and neither the Administrative Agent nor the Arranger or the Lenders have any obligation to disclose any of such interests to the Borrower, Holdings and their respective Affiliates. To the fullest extent permitted by law, each of the Borrower and Holdings hereby waives and releases any claims that it may have against the Administrative Agent, the Arranger and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

11.17 USA PATRIOT Act Notice. Each Lender that is subject to the USA PATRIOT Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the USA PATRIOT Act. No part of the proceeds of the Loans will be used by the Loan Parties, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

11.18 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

11.19 Attachments. The exhibits, schedules and annexes attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

11.20 Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement or the other Loan Documents and the exercise of any right or remedy by the Collateral Agent hereunder or under the other Loan Documents are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

11.21 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

11.22 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Contracts or any other agreement or instrument that is a QFC (such support “**QFC Credit Support**” and each such QFC a “**Supported QFC**”), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the “**U.S. Special Resolution Regimes**”) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a “**Covered Party**”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a

proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

BORROWER:

THE CONTAINER STORE, INC.

By: _____

Name:

Title:

HOLDINGS:

THE CONTAINER STORE GROUP, INC.

By: _____

Name:

Title:

SUBSIDIARY GUARANTORS:

TCS GIFT CARD SERVICES, LLC

By: _____

Name:

Title:

C STUDIO MANUFACTURING INC.

By: _____

Name:

Title:

C STUDIO MANUFACTURING LLC

By: _____

Name:

Title:

**ADMINISTRATIVE AGENT AND
COLLATERAL AGENT:
ECLIPSE BUSINESS CAPITAL LLC**

By: _____
Name:
Title:

**LENDER:
ECLIPSE BUSINESS CAPITAL SPV, LLC**

By: _____
Name:
Title:

Schedule 2.01

Commitments

<u>Lender</u>	<u>Commitment</u>	<u>Applicable Percentage</u>
Eclipse Business Capital SPV, LLC	\$140,000,000	100%
TOTAL:	\$140,000,000	100%

Schedule 6.02(c)

The Borrower shall provide the Administrative Agent with the information set forth below at the following times (all in a format provided by, or acceptable to, the Administrative Agent):

<p>Monthly (no later than 25 days after the end of each month); <u>provided</u>, that during an Enhanced Collateral Trigger Event, such items shall be delivered weekly (no later than the 3rd Business Day of each week), or more frequently if the Administrative Agent requests</p> <p>(To be delivered electronically utilizing the Borrowing Base portal in ABLSoft)</p>	<p>(a) A summary and a detailed aging, by total, of the Borrower's Accounts, together with an Account roll-forward and Cash Reconciliation Form with supporting details supplied from sales journals, collection journals, credit registers and any other records, with respect to the Borrower's Accounts and Credit Card Receivables, along with a Client/Customer Master List.</p> <p>(b) A summary aging, by vendor, of each Loan Party's accounts payable (identifying therein any held and/or outstanding checks).</p> <p>(c) A detailed calculation of the Credit Card Receivables of the Borrower that are not eligible for the Borrowing Base.</p> <p>(d) Notice of all claims, offsets, or disputes asserted by Account Debtors with respect to the Borrower's Accounts.</p> <p>(e) An Inventory Detail report with respect to the Borrower's Inventory, including a listing by category and location of Inventory, with backup acceptable to the Administrative Agent.</p> <p>(f) A detailed calculation of Inventory of the Borrower that is not eligible for the Borrowing Base.</p>
<p>Monthly (no later than 25 days after the end of each month)</p> <p>(To be delivered electronically utilizing the Borrowing Base portal in ABLSoft)</p>	<p>(g) A summary and a detailed aging, by total, of the Borrower's Accounts and Credit Card Receivables, together with reconciliation to the weekly Borrowing Base submitted closest to such date and support documentation for any reconciling items noted.</p> <p>(h) A summary aging, by vendor, of each Loan Party's accounts payable and a listing by vendor, of any held and/or outstanding checks.</p> <p>(i) A monthly Account roll-forward with respect to Borrower's Accounts and Credit Card Receivables tied to the beginning and ending Account and Credit Card Receivables balances of the Borrower's month-end accounts receivable aging.</p> <p>(j) A reconciliation of Accounts summary aging and trade accounts payable summary aging to each of (i) the Borrower's general ledger, and (ii) their monthly financial statements including any book reserves related to each category (using the Month End Reconciliation Form).</p> <p>(k) A reconciliation of the Inventory perpetual report with respect to the Borrower's Inventory to each of (i) the Borrower's general ledger, (ii) their monthly financial statements including any book reserves related thereto and (iii) the Borrowing Base submitted closest to such date, together with support documentation for any reconciling items noted (using the Month End Reconciliation Form).</p> <p>(l) A reconciliation of the loan statement provided to the Borrower by the Administrative Agent for such month to each of (i) the Borrower's general</p>

	<p>ledger, (ii) their monthly financial statements and (iii) the Borrowing Base submitted closest to such date, together with support documentation for any reconciling items noted (using the Month End Reconciliation Form).</p> <p>(m) A Borrowing Base Calculation.</p>
<p>Bi-Annually (in January and in July of each calendar year, starting July, 2025)</p>	<p>(n) A detailed list of each Loan Party's vendors, with address and contact information.</p>

Schedule 11.02

Administrative Agent & Collateral Agent's Notice Address:

ECLIPSE BUSINESS CAPITAL LLC,
as Administrative Agent
333 W Wacker Suite 950
Chicago, IL 60606
Attention: Jim Gurgone
Email: jgurgone@eclipsebuscap.com

with a copy to (which shall not constitute notice):

RIEMER & BRAUNSTEIN, LLP
100 Cambridge Street, 22nd Floor
Boston, MA 02114
Attention: Donald Rothman
Email: drothman@riemerlaw.com

Administrative Agent's Account:

Wells Fargo Bank, National Association and its affiliates
Account Name: Eclipse Business Capital SPV, LLC
Account # 4943951905
ABA Routing # 121000248
Reference: Container Store

Loan Parties' Notice Address:

THE CONTAINER STORE, INC.
500 Freeport Parkway
Coppell, TX 75019
Attention: Legal – Tasha Grinnell, Treasury – Maria Thereza Neisler
Email: legalreview@containerstore.com and credit@containerstore.com

with a copy (which shall not constitute notice) to:

LATHAM & WATKINS LLP
355 S Grand Ave
Los Angeles, CA 90071
Attention: Elizabeth Oh; Benjamin Gelfand
Email: elizabeth.oh@lw.com; benjamin.gelfand@lw.com

EXHIBIT E

Governance Term Sheet

EXECUTION VERSION

Summary of Terms of Governance Documents

Capitalized terms used in this Summary of Terms of Governance Documents (this “Governance Term Sheet”) and not otherwise defined herein shall have the meanings given to such terms in the Transaction Support Agreement, dated as of December 21, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “TSA”) to which this Governance Term Sheet is attached as Exhibit 4.

New TopCo:

New TopCo will be a newly formed Delaware limited liability company that will be treated as a partnership for U.S. federal income tax purposes. New TopCo and its subsidiaries shall be referred to herein, individually, as a Company” and, collectively, the “Companies”.

Parties to New LLC Agreement:

On the Plan Effective Date, New TopCo will enter into a limited liability company agreement (the “New LLC Agreement”) with each Person that receives New Common Units (as defined below) in connection with the Transactions.

Persons that own or hold New Common Units from time to time are referred to herein, each as a “Unitholder” and, collectively, the “Unitholders”.

New Common Units:

The New LLC Agreement shall provide for the following two classes of limited liability company interests: (i) Class A Voting Common Units (“Class A Common Units”), and (ii) Class B Limited-Voting Common Units (“Class B Common Units”). The Class A Common Units and the Class B Common Units are collectively referred to in this Governance Term Sheet as the “New Common Units”. Class A Common Units will be voting units and will be issued on the Plan Effective Date in accordance with the TSA. Class B Common Units will be limited-voting units and may be issued from time to time pursuant to awards granted to directors, managers, officers and employees of any of the Companies under a management incentive plan to be adopted by the New Board (as defined below), as determined by the New Board in its sole discretion.

None of the New Common Units will be listed for trading on a securities exchange, and none of the Companies will be required to file reports with the United States Securities and Exchange Commission unless it is required to do so pursuant to the Exchange Act.

The New Board shall decide whether the New Common Units will be certificated or uncertificated and the identity of the transfer agent, if any, for the New Common Units.

References herein to any class or series of New Common Units shall apply to limited liability company interests or other equity securities of New TopCo issued to Unitholders in respect of, in

exchange for, or in substitution of, such class or series of New Common Units by reason of any reorganization, recapitalization, reclassification, merger, consolidation, spin-off, partial or complete liquidation, unit dividend, split-up, sale of assets, distribution to unitholders or combination of such class or series of New Common Units or any other change in New TopCo's capital structure.

Board of Managers:

The New Board shall consist of five (5) managers on the Plan Effective Date (each manager on the New Board, a "Manager" and, collectively, the "Managers"). The Managers are to be appointed or elected as follows:

- (i) the following number of individuals designated by Unitholders that are Affiliates of Golub Capital LLC (collectively, "Golub Unitholders"): (x) two (2) individuals for so long as the Golub Unitholders own or hold a number of Class A Units that is equal to or greater than fifty percent (50.0%) of the number of Class A Common Units owned or held by the Golub Unitholders on the Plan Effective Date and (y) one (1) individual for so long as the Golub Unitholders own or hold a number of Class A Units that is equal to or greater than thirty percent (30.0%) of the number of Class A Common Units owned or held by the Golub Unitholders on the Plan Effective Date, but less than fifty percent (50.0%) of the number of Class A Common Units owned or held by the Golub Unitholders on the Plan Effective Date (such individuals, the "Golub Managers" and each, a "Golub Manager");
- (ii) one (1) individual designated by Unitholders that are Affiliates of LCM Asset Management LLC (collectively, "LCM Unitholders") for so long as the LCM Unitholders own or hold a number of Class A Units that is equal to or greater than fifty percent (50.0%) of the number of Class A Common Units owned or held by the LCM Unitholders on the Plan Effective Date;
- (iii) one (1) individual who is not employed by (A) any of the Companies or (B) any of the Unitholders or any of their respective Affiliates as of the time that such person is designated to be a Manager or at any time three (3) months prior to such time (an "Independent Designee") designated by vote of Specified Unitholders (as defined below) holding a plurality of the votes of the Class A Common Units present in person or represented by proxy at a meeting of Specified Unitholders held for purposes of electing such individual (or by the Majority Specified Unitholders (as defined below) acting by written consent); and

- (iv) the individual serving as the Chief Executive Officer of New TopCo (the “Chief Executive Officer” and as a Manager, the “CEO Manager”).

If at any time (A) a designation right of Unitholder(s) set forth in clause (i) or clause (ii) above or (B) any designation right that is transferred pursuant to the fourth paragraph of this “Board of Managers” section of this Governance Term Sheet (any such designation right described in clause (A) or clause (B), together with the designation right set forth in clause (iii) above, a “Designation Right”) terminates or is reduced, the Manager(s) serving on the New Board as a result of such terminated or reduced Designation Right shall be removed from the New Board at the request of the Majority Unitholders (as defined below), the vacancy created thereby shall be filled by vote of Unitholders holding a plurality of the votes of the Class A Common Units present in person or represented by proxy at a meeting of Unitholders held for purposes of filling such vacancy (or by the Majority Unitholders acting by written consent), and the reduction or termination of such Designation Right shall be permanent and shall not be reversed if the applicable Unitholder(s) shall thereafter own or hold Class A Common Units equal to or greater than the applicable specified threshold. The Designation Right set forth in clause (iii) above shall not be subject to termination or reduction.

The term “Majority Unitholders” means, as of any time of determination, Unitholders that collectively own or hold greater than fifty percent (50.0%) of the issued and outstanding Class A Common Units as of such time of determination. The term “Majority Specified Unitholders” means, as of any time of determination, Specified Unitholders as of such time of determination who collectively own or hold greater than fifty percent (50.0%) of the issued and outstanding Class A Common Units owned or held by all Specified Unitholders as of such time of determination. The term “Specified Unitholders” means Unitholders that, as of the time of determination, do not have a Designation Right pursuant to clause (i) or clause (ii) above.

Designation Rights of a Designating Group (as defined below) shall be transferable to any Person or group of Persons that are Affiliates of one another that (i) acquires at least fifty percent (50.0%) of the Designating Group’s Class A Common Units in such transfer and (ii) owns, individually or together with its Affiliates, immediately after giving effect to such transfer, at least ten percent (10.0%) of the issued and outstanding Class A Common Units as of such time. A Designating Group that is transferred a Designation Right pursuant to this paragraph shall continue to have such Designation Right for so long as such

Designating Group owns or holds at least ten percent (10.0%) of the issued and outstanding Class A Common Units.

The term “Designating Group” means any of the following groups of Unitholders: (a) the Golub Unitholders, (b) the LCM Unitholders and (c) any group of Unitholders that acquires a Designation Right pursuant to the fourth paragraph of this “Board of Managers” section of this Governance Term Sheet; provided, that a group of Unitholders will cease to be a “Designating Group” once the Unitholders in such group do not have a Designation Right.

Each Major Unitholder (as defined below) (each, an “Observer Unitholder”) shall have the right to appoint one (1) observer to the New Board (a “Board Observer”); provided, that an Observer Unitholder shall not be entitled to have a Board Observer at any time when any of the Managers is an employee of such Observer Unitholder or any of its Affiliates (other than any of the Companies). Each Board Observer shall be reimbursed for the reasonable and documented out-of-pocket costs and expenses incurred by such Board Observer in connection with attending any Meeting (as defined below).

The term “Major Unitholder” means each Unitholder that owns or holds (together with its Affiliates) at least five percent (5.0%) of the issued and outstanding Class A Common Units as of the Plan Effective Date (immediately after giving effect to the consummation of the Transactions, including all payments and distributions to be made on or as of the Plan Effective Date); provided, that a Unitholder will permanently cease to be a “Major Unitholder” once such Unitholder owns or holds (together with its Affiliates) less than five percent (5.0%) of the issued and outstanding Class A Common Units.

The chairperson of the New Board (the “Chairperson”) shall be one of the Golub Managers, as determined by the Golub Unitholders; provided, however, that if the Golub Unitholders are not permitted to designate two (2) Golub Managers pursuant to their Designation Right, then the Chairperson shall be a Manager elected by the New Board.

Managers not employed by any of the Companies, any of the Unitholders or any Affiliates of any of the Unitholders shall receive market-rate compensation from New TopCo, such market-rate compensation to be determined by the Majority Unitholders. Each Manager shall be reimbursed for reasonable and documented out-of-pocket costs and expenses incurred in the performance of his or her duties as a Manager.

The New Board may, by majority vote, establish one or more committees of the New Board to exercise the powers of the New

Board, subject to the limitations set forth in the Delaware Limited Liability Company Act (the “DLLCA”). Each Manager that is elected pursuant to a Designation Right shall have the right to serve on any such committee of the New Board (other than any committee that is established to evaluate, consider, approve, negotiate or otherwise deal with a contract, transaction or other matter with respect to which such Manager, or the Unitholders that designated such Manager (which, in the case of an Independent Designee, shall only include Specified Unitholders that own or hold (together with their respective Affiliates), as of the time of determination, at least fifteen percent (15.0%) of the issued and outstanding Class A Common Units owned or held by all Specified Unitholders as of such time), has/have a conflict of interest) with at least the same proportional voting rights as such Manager has on the New Board. The provisions of this paragraph shall be deemed to be included in a Designation Right. For the avoidance of doubt, no committee shall be authorized to take any action that the New Board could not take itself.

None of (A) the Unitholders (except any Unitholder that is an employee of any of the Companies, any Unitholder that is a family member of an employee of any of the Companies, or any Unitholder that is controlled by an employee of any of the Companies or any such employee’s family members), (B) the Managers (except any Manager that is employed by any of the Companies (including the Chief Executive Officer) or is a family member of any employee of any of the Companies), or (C) the Affiliates of any Unitholders described in clause (A) or the Affiliates of any of the Managers described in clause (B) (except any such Affiliate that is an employee of any of the Companies, any such Affiliate that is a family member of any employee of any of the Companies, or any such Affiliate that is controlled by any employee of any of the Companies or any such employee’s family members) (the foregoing Persons, the “Identified Persons”) will be subject to any fiduciary or other duty, including any duty relating to the doctrine of corporate (or analogous) opportunity or any other similar doctrines and the New LLC Agreement will provide for a broad corporate (or analogous) opportunity waiver in favor of all Identified Persons. The New LLC Agreement shall provide that the fiduciary duties of the Identified Persons shall be eliminated or limited to the fullest extent permitted by the DLLCA.

Nothing contained in the New LLC Agreement shall limit or otherwise impact the ability of any Identified Person (i) to, directly or indirectly, sell or purchase the debt or equity securities of any Person (other than New TopCo) or (ii) from engaging or competing in any line of business.

Quorum and Voting:

A quorum for meetings of the New Board will require the attendance of a majority of the Managers then in office; provided,

however, that for so long as the Golub Unitholders have the right to designate two (2) Golub Managers pursuant to their Designation Right, a quorum for any meeting of the New Board will require the attendance of at least one Golub Manager. Except with respect to the actions listed on Schedule A, the vote of a majority of the Managers present and entitled to vote at a meeting at which a quorum is present shall be the act of the New Board, unless the express provision of a statute requires a different vote, in which case such express provision shall govern and control. Any Manager or member of any committee of the New Board may participate in any meeting of the New Board or any committee of the New Board (each such meeting, a “Meeting”) through the use of any means of communication by which all persons participating can hear each other at the same time or by any other means permitted by the DLLCA. Any Manager or member of any committee of the New Board participating in any such Meeting by any such means of communication is deemed to be present in person at such Meeting.

Any action required or permitted to be taken at any meeting of the New Board may be taken without a meeting, without prior notice and without a vote if the lesser of the following consent thereto in writing: (a) four (4) members of the New Board and (b) all members then-serving on the New Board; provided, that Required Managers (as defined below) may act by written consent as set forth in the “Certain Transactions Requiring Approval of Majority Unitholders and Required Managers” section of this Governance Term Sheet.

Removal of Managers:

Except for any removal of a Manager on account of the termination or reduction of a Designation Right, the Unitholder(s) entitled to designate a Manager pursuant to a Designation Right (including the Majority Specified Unitholders in the case of the Independent Designee) shall have the exclusive right to require removal, whether with or without cause, of the Manager(s) that has/have been designated by such Unitholder(s). If for any reason the individual serving as the Chief Executive Officer shall cease to serve as the Chief Executive Officer, then (x) such individual shall be automatically removed as a Manager, and (y) the successor Chief Executive Officer shall be automatically appointed as a Manager when such person becomes the Chief Executive Officer. Any Manager that is not designated pursuant to a Designation Right and is not the Chief Executive Officer may be removed, with or without cause, by the Majority Unitholders.

Vacancies on the New Board:

Except for any vacancy on the New Board created as a result of the resignation or removal of a Manager on account of the termination or reduction of a Designation Right, any vacancy on the New Board resulting from the resignation or removal of a Manager that was designated pursuant to a Designation Right, or resulting from any such Manager becoming unable to serve on the

New Board as a result of death, disability or otherwise, shall be filled by the Unitholder(s) then entitled to designate such Manager pursuant to such Designation Right (including the Majority Specified Unitholders in the case of the Independent Designee). Any vacancy on the New Board resulting from the resignation or removal of a Manager that is not designated pursuant to a Designation Right (other than the Chief Executive Officer), or resulting from any such Manager becoming unable to serve on the New Board as a result of death, disability or otherwise, shall be filled by vote of Unitholders holding a plurality of the votes of the Class A Common Units present in person or represented by proxy at a meeting of Unitholders held for purposes of filling such vacancy (or by the Majority Unitholders acting by written consent). Any vacancy on the New Board resulting from the resignation or removal of a Manager on account of the termination or reduction of a Designation Right, shall be filled by vote of Unitholders holding a plurality of the votes of the Class A Common Units present in person or represented by proxy at a meeting of Unitholders held for purposes of filling such vacancy (or by the Majority Unitholders acting by written consent).

Board Meetings:

Regular meetings of the New Board shall be held at such time or times as may be determined by the New Board. In addition, the Chairperson or any two (2) Managers may call a special meeting of the New Board. Any such regular or special meeting may be done in person or by remote communication.

Subsidiaries:

The composition of the board of directors, board of managers or other governing body of any direct or indirect wholly-owned subsidiary of New TopCo (including any committee thereof) (each, a “Subsidiary Governing Body”) shall be comprised of one or more executive employees of any of the Companies or other individuals selected or approved by the New Board that are not employees of any of the Unitholders or any of their respective Affiliates (other than the Companies), except for any direct or indirect wholly-owned subsidiary of New TopCo which is either (i) a limited liability company that is managed by its members, (ii) a limited partnership that is managed by its general partner, or (iii) required by Law or contract to have a different composition.

Special Meetings of Unitholders:

Special meetings of the Unitholders may be called by the New Board or at the written request of the Unitholders or group of Unitholders who collectively own or hold at least twenty percent (20.0%) of the issued and outstanding Class A Common Units.

Action by written consent of the Unitholders without a meeting shall be permitted. Action by written consent shall require the consent of the Unitholders that own or hold the same percentage of New Common Units that would be required to take the same action at a Unitholder meeting at which all then-issued and

outstanding New Common Units entitled to vote thereon were present and voted.

Certain Transactions Requiring
Approval of Majority Unitholders and
Required Managers:

None of the Companies shall take any of the actions listed on Schedule A attached hereto without the approval of the New Board and the Majority Unitholders and the Required Managers.

The term “Required Managers” means the vote of 66 2/3% of the votes of all of the Managers present and entitled to vote at a meeting of the New Board at which a quorum is present; provided, that the votes of the CEO Manager shall be excluded for all purposes of this calculation. For the avoidance of doubt, if there is a meeting of the New Board and (i) five (5) Managers are present and entitled to vote at such meeting, then Required Managers shall require the vote of three (3) Managers (excluding the CEO Manager), and (ii) four (4) Managers (including the CEO Manager) are present and entitled to vote at such meeting, then Required Managers shall require the vote of two (2) Managers (excluding the CEO Manager). The Required Managers may also act by written consent if Managers holding not less than the total number of votes that would be necessary to authorize the action by Required Managers at a meeting of the New Board at which all Managers then in office were present and voted.

Amendments:

Any amendments to the New LLC Agreement will require the approval of the Majority Unitholders.

Notwithstanding the foregoing, no amendment or modification of any provision of the New LLC Agreement (including any amendments made pursuant to or in connection with a merger, consolidation or reorganization of New TopCo, except in connection with a Sale Transaction (as defined below)) relating to:

(i) “Transfers”, “Right of First Offer”, “Tag-Along Rights”, “Drag-Along Rights”, “Preemptive Rights”, “Information Rights” or “Limitations on Affiliate Transactions” shall, in any such case, be made without the affirmative vote or written consent of the Super-Majority Unitholders (as defined below);

(ii) any decrease or increase in the size of the New Board, the Designation Right of any Unitholder or group of Unitholders (including the right to transfer any Designation Right, to the extent applicable), the right of any Unitholder or group of Unitholders to remove any Manager that was designated pursuant to the Designation Right of such Unitholder or group of Unitholders, the right of any Manager that was elected pursuant to the Designation Right of any Unitholder or group of Unitholders

to serve on any committee of the New Board, the right of any Unitholder or group of Unitholders to fill the vacancy on the New Board created by the resignation, removal or inability to serve on the New Board of any Manager that was designated pursuant to the Designation Right of such Unitholder or group of Unitholders, or the appointment or removal and replacement of the Chairperson, shall, in any such case, be made without the affirmative vote or written consent of (A) each Designating Group and (B) the Majority Specified Unitholders;

(iii) the elimination or limitation of fiduciary duties of the Identified Persons, including any duty relating to the doctrine of corporate (or analogous) opportunity or any other similar doctrines, shall be made without the affirmative vote or written consent of each Designating Group;

(iv) the right of any Observer Unitholder to appoint, remove and/or replace a Board Observer or any of the rights of such Board Observer shall be made without the affirmative vote or written consent of each Major Unitholder;

(v) the definition of “Super-Majority Unitholders” shall be made without the affirmative vote or written consent of the Super-Majority Unitholders;

(vi) the definitions of “Majority Specified Unitholders” or “Specified Unitholders” shall, in either such case, be made without the affirmative vote or written consent of the Majority Specified Unitholders;

(vii) the proviso in the first sentence of the “Quorum and Voting” section of this Governance Term Sheet or the definitions of “Golub Unitholders” or “Designating Group” shall, in any such case, be made without the affirmative vote or written consent of the Golub Unitholders;

(viii) the definitions of “LCM Unitholders” or “Designating Group” shall, in either such case, be made without the affirmative vote or written consent of the LCM Unitholders; and

(ix) the amendments section of the New LLC Agreement shall be made without the affirmative vote or written consent of the Unitholder(s) or requisite percentage or number of Unitholders that would be required to amend the underlying provision of such New LLC Agreement to which such amendment or modification relates.

In addition, no amendment or modification of any provision of the New LLC Agreement (including any amendments made pursuant to or in connection with a merger, consolidation or reorganization

of New TopCo, except in connection with a Sale Transaction) that would materially and adversely affect the rights or materially increase the obligations of any Unitholder set forth in the New LLC Agreement in a manner that is disproportionate in any material respect to the comparable rights and obligations of the Majority Unitholders (without regard to any effect resulting from (x) the individual circumstances of any such Unitholder, (y) the differences in the respective percentages of ownership of New Common Units of the Unitholders or (z) the different classes or series of New Common Units owned by the Unitholders) shall be made without the affirmative vote or written consent of such affected Unitholder; provided, however, that, for the avoidance of doubt, neither the creation of a new class or series of equity interests of New TopCo, nor the issuance of any additional New Common Units or other equity interests of New TopCo, shall be deemed to adversely affect the rights or obligations of any Unitholder.

The term “Super-Majority Unitholders” means, as of any time of determination, Unitholders that collectively own or hold at least 66.0% of the issued and outstanding Class A Common Units as of such time.

Transfers:

New Common Units will be transferable by the holders thereof (a) only in transactions exempt from the registration requirements of the Securities Act and (b) subject to the satisfaction of the following conditions precedent: (i) delivery to New TopCo of a written notice of such transfer not less than five (5) Business Days prior to such transfer, (ii) delivery to New TopCo of representation letters from the transferor and the transferee (including a representation from the transferee that the transferee is an “accredited investor” as that term is defined in Rule 501 of Regulation D promulgated under the Securities Act (an “Accredited Investor”)), (iii) delivery to New TopCo of an opinion of counsel to the transferor to the effect that such transfer complies with applicable federal and state securities laws, and (iv) the transferee’s execution of a joinder to the New LLC Agreement (unless the transferee is already a party to the New LLC Agreement). Transfers that do not satisfy the foregoing conditions prior to the consummation thereof shall be void *ab initio* and will not be recognized by New TopCo. Any conditions set forth in clause (b) above may be waived by New TopCo.

Any transfer, or series of transfers, of New Common Units (w) that, if consummated, would (1) result in any violation of applicable Law, (2) result in New TopCo having, in the aggregate, 1,000 or more holders of record (as such concept is understood for purposes of Section 12(g) of the Exchange Act) of any class of New Common Units, or 400 or more holders of record (as such concept is understood for purposes of Section 12(g) of the Exchange Act) of any class of New Common Units that are not

Accredited Investors, (3) require New TopCo to register any equity interests of New TopCo under the Exchange Act, (4) cause New TopCo to register as an “investment company” under the Investment Company Act of 1940, as amended, or (5) cause the underlying assets of New TopCo to be deemed “plan assets” as defined under certain labor regulations or constitute or result in a non-exempt prohibited transaction under Section 406 of the U.S. Employee Retirement Income Security Act of 1974, as amended, or Section 4975 of the Internal Revenue Code of 1986, as amended, (x) to a Person that is not an Accredited Investor, (y) to a Competitor (as defined below), or (z) to any Person that is the target of any sanctions or is a controlled Affiliate of any such Person, in any such case, will be void *ab initio* and will not be recognized by New TopCo. Nothing contained in the New LLC Agreement shall prevent the Unitholders from transferring, hypothecating, pledging or otherwise disposing of New Common Units or their ownership rights in New Common Units for the purpose of effecting margin transactions or in connection with any financing activity or arrangement undertaken by the Unitholders or their Affiliates in the ordinary course of business.

A transfer of New Common Units in a Sale Transaction by a Selling Unitholder (as defined below) or a Dragged Unitholder (as defined below) shall not be subject to the requirements of this “Transfers” section, other than clause (a) above.

In addition to the foregoing, Class B Common Units will be subject to additional transfer restrictions and risks of forfeiture to be set forth in a management incentive plan to be adopted by the New Board and/or any agreement, contract or other instrument or document evidencing or governing an award issued under any such management incentive plan.

The term “Competitor” means, as of any time of determination, (A) any Person that is identified by name on the Restricted List (as defined below) as of such time of determination, which may include one or more Investment Funds (as defined below), (B) any Person that is engaged in competition with any of the Companies as of such time, as reasonably determined by the New Board, and (C) any Person that is an Affiliate of any Person referred to in clause (A) or clause (B) that is reasonably identifiable as an Affiliate of any such Person on the basis of such Affiliate’s name; provided, that, solely with respect to clause (B), a Competitor shall not include (I) any Investment Fund or (II) any entity that is formed by an Investment Fund and whose only assets are or will be (after giving effect to any proposed or contemplated transfer), directly or indirectly, New Common Units or other securities or indebtedness of any of the Companies (it being understood that a Person described in clause (I) or clause (II) may be a Competitor under clause (A) or clause (B)).

The term “Restricted List” means a schedule or list of disqualified transferees as determined by the New Board, as such schedule or list may be amended, supplemented, updated or modified from time to time by the New Board.

The term “Investment Fund” means a *bona fide* investment fund or other investment vehicle, such as a hedge fund, private equity fund, an account, a share trust, an investment trust, an investment company, a pension fund, or an insurance company, in each case, the business, operations or assets of which are held for investment purposes and the investments in which are professionally managed.

Right of First Offer:

If any Unitholder (the “Transferring Unitholder”) desires to transfer all or any portion of its New Common Units to any Person (or group of Persons) in any transaction (or series of related transactions) (excluding (a) any transfer of New Common Units by a Transferring Unitholder to one or more of its Affiliates and certain other permitted transferees and (b) any transfer of New Common Units by a Transferring Unitholder that does not exceed, taken together with all other New Common Units transferred by such Transferring Unitholder and all of its Affiliates at any time during the twelve (12) month period ending on the date of such transfer (excluding transfers made pursuant to the “Tag-Along Rights” or “Drag-Along Rights” sections of this Governance Term Sheet and transfers otherwise made in compliance with this “Right of First Offer” section (without giving effect to this clause (b)), one percent (1.0%) of the issued and outstanding Class A Common Units as of the date of such transfer) (a “ROFO Transaction”), the Transferring Unitholder must give notice (a “ROFO Notice”) to each Major Unitholder (each, a “ROFO Unitholder”), setting forth the material terms and conditions of such ROFO Transaction (the “Proposed Terms”), including the number of New Common Units proposed to be transferred (the “Offered Units”) and the purchase price (which purchase price must be exclusively in cash). Each ROFO Unitholder shall have ten (10) business days following receipt of the ROFO Notice to elect to purchase, on the Proposed Terms, up to its full *pro rata* share of the Offered Units. If any of the ROFO Unitholders do not elect to purchase their respective full *pro rata* portions of the Offered Units, then the ROFO Unitholders that have elected to purchase their full *pro rata* portions of the Offered Units shall be offered the right to purchase such unpurchased Offered Units (and such procedure of offering and purchasing Offered Units shall be repeated until either (x) there are no unpurchased Offered Units or (y) no ROFO Unitholders elect to purchase any such unpurchased Offered Units). If the ROFO Unitholders do not elect to purchase all of the Offered Units, then the Transferred Unitholder shall not be obligated to sell any of the Offered Units to the ROFO Unitholders and the Transferring Unitholder shall have the right, for a period of ninety (90) days, to sell all (but not less than all) of

the Offered Units not sold to the ROFO Unitholders to a third party at a purchase price in cash that is no lower than the purchase price specified in the ROFO Notice and upon other terms that are, in the aggregate, no more favorable to the third party than the other Proposed Terms specified in the ROFO Notice.

Preemptive Rights:

New TopCo shall not, and New TopCo shall not cause or permit any of its subsidiaries to, sell or issue additional equity interests (including, for the avoidance of doubt, any options, warrants or other securities that are convertible into, or exchangeable or exercisable for, New Common Units, limited liability company interests or shares of capital stock) (collectively, “Additional Securities”) to any Person (including any then-current Unitholder), other than in a *pro rata* distribution to all Unitholders that own or hold New Common Units of a particular class or series and certain other customary exceptions, unless New TopCo or its applicable subsidiary offers to permit each Significant Unitholder (as defined below) that is an Accredited Investor (any such Significant Unitholder, a “Preemptive Unitholder”) to purchase its *pro rata* portion (calculated on the basis of the Class A Common Units owned or held by such Preemptive Unitholder relative to the Class A Common Units owned or held by all Preemptive Unitholders) of such Additional Securities on the same terms and conditions as each other Preemptive Unitholder. If any of the Preemptive Unitholders do not elect to purchase their respective full *pro rata* portions of the Additional Securities, then the Preemptive Unitholders that have elected to purchase their full *pro rata* portions of the Additional Securities shall be offered the right to purchase any such unpurchased Additional Securities (and such procedure of offering and purchasing Additional Securities shall be repeated until either (x) there are no unpurchased Additional Securities or (y) no Preemptive Unitholders elect to purchase any such unpurchased Additional Securities).

The term “Significant Unitholders” means, as of any time of determination, any Unitholder that owns or holds (together with its Affiliates) at least five percent (5.0%) of the issued and outstanding Class A Common Units as of such time.

Tag-Along Rights:

If one or more Unitholders (the “Initiating Unitholders”) desires to transfer Class A Common Units representing forty percent (40.0%) or more of the issued and outstanding Class A Common Units to any Person (or group of Persons) (the “Transferee”) in any transaction (or series of related transactions) (excluding any transfer of Class A Common Units by an Initiating Unitholder to one or more of its Affiliates and certain other permitted transferees) (a “Tag-Along Transaction”), the Initiating Unitholders must give notice to each other holder of Class A Common Units (the “Tag-Along Sellers”) at least ten (10) business days prior to the consummation of such Tag-Along Transaction, setting forth the material terms and conditions of

such Tag-Along Transaction, and arrange for each Tag-Along Seller to have the opportunity to include in such Tag-Along Transaction at least a corresponding percentage of Class A Common Units owned or held by such Tag-Along Seller. The tag-along right may be exercised by any Tag-Along Seller delivering a written notice to the Initiating Unitholders (or a designated representative of the Initiating Unitholders) within five (5) business days following receipt of written notice of the proposed Tag-Along Transaction by the Initiating Unitholders.

Tag-Along Sellers shall receive the same form and amount of consideration per Class A Common Unit that is being paid to the Initiating Unitholders in connection with the Tag-Along Transaction, except that if the Initiating Unitholders are given an option as to the form of consideration to be received in exchange for their Class A Common Units, each of the Tag-Along Sellers shall only need to be given the same option with respect to their Class A Common Units.

Notwithstanding anything to the contrary contained in this Governance Term Sheet, holders of Class B Common Units shall not be entitled to tag-along rights in respect of Class B Common Units held by any such holder.

Drag-Along Rights:

If one or more Unitholders that own or hold greater than fifty percent (50.0%) of the issued and outstanding Class A Common Units (the “Selling Unitholders”) decide to effect, approve or otherwise take any action that would cause the occurrence of, or desire to consummate, a Sale Transaction to or with any Person other than the Selling Unitholders or any Affiliates thereof, then New TopCo or the Selling Unitholders will have the right to require all other Unitholders (the “Dragged Unitholders”) to, among other things, (i) sell a percentage of their New Common Units corresponding to the aggregate percentage of the New Common Units owned or held by the Selling Unitholders that are proposed to be included in such Sale Transaction; (ii) vote such Dragged Unitholders’ New Common Units, whether by proxy, voting agreement or otherwise, in favor of the Sale Transaction and not raise any objection thereto; (iii) enter into agreements with the purchaser in the Sale Transaction on terms and conditions substantially identical to those applicable to the Selling Unitholders; (iv) obtain any required consents; (v) waive and refrain from exercising any appraisal, dissenters or similar rights; (vi) not assert any claim against any of the Companies, any Manager, any member of any committee of the New Board, any member of any Subsidiary Governing Body or any other Unitholder or any Affiliates of any of the foregoing in connection with the Sale Transaction; and (vii) take any and all reasonably necessary action in furtherance of the consummation of the Sale Transaction.

Each Unitholder shall receive, in respect of each New Common Unit to be sold by such Unitholder in the Sale Transaction, the same form and amount of consideration paid in such Sale Transaction that is being paid to each other Unitholder in respect of New Common Units of the same class or series, except that if any Unitholder is given an option as to the form of consideration to be received in exchange for each New Common Unit of any class or series held by such Unitholder, each other Unitholder holding New Common Units of the same class or series need only be given the same option.

Any Class B Common Units transferred in a Sale Transaction by a Selling Unitholder or a Dragged Unitholder shall immediately and automatically convert into Class A Common Units upon the consummation of such Sale Transaction.

“Sale Transaction” means the sale, lease, transfer, issuance or other disposition, in one transaction or a series of related transactions, of (i) all or substantially all of the consolidated assets of the Companies (including by or through the issuance, sale, contribution, transfer or other disposition (including by way of reorganization, merger, share or unit exchange, consolidation or other business combination) of at least a majority of the aggregate voting power of the voting securities of any direct and/or indirect subsidiary or subsidiaries of New TopCo if substantially all of the consolidated assets of the Companies are held by such subsidiary or subsidiaries) or (ii) at least a majority of the issued and outstanding Class A Common Units (whether directly or indirectly or by way of any merger, share or unit exchange, recapitalization, sale or contribution of equity, tender offer, reclassification, consolidation or other business combination transaction or purchase of beneficial ownership), to (in either case of clause (i) or clause (ii)) any Person or “group” (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision).

Confidentiality:

Subject to certain permitted disclosures (including (i) disclosures to a Unitholder’s advisors and representatives and (ii) disclosures to a prospective transferee of Class A Common Units who executes and delivers to New TopCo a confidentiality agreement substantially in the form of confidentiality agreement attached as an exhibit to the New LLC Agreement), each Unitholder will be required to hold in strict confidence any confidential, business, financial or proprietary information such Unitholder receives regarding any of the Companies, or any confidential, business, financial or proprietary information of any other Unitholder in respect of any of the Companies (“Confidential Information”), whether such Confidential Information is received from any of the Companies, any Manager, any Board Observer, another Unitholder, any Affiliate of New TopCo or another Unitholder, or any agents or advisors of any thereof. Such confidentiality

obligations shall commence on the Plan Effective Date and end on the second anniversary of the date such Unitholder no longer owns any New Common Units.

In the event that any Unitholder proposes to sell or otherwise transfer any New Common Units to a third party in compliance with the transfer restrictions described in this Governance Term Sheet, such Unitholder may make available to the potential transferee Confidential Information relating to the Companies (including Confidential Information obtained by such Unitholder from any Manager or Board Observer), subject to the prior execution by such potential transferee of a confidentiality agreement substantially in the form of confidentiality agreement attached as an exhibit to the New LLC Agreement.

Information Rights:

Prior to New TopCo becoming obligated to file reports under the Exchange Act, subject to the confidentiality provisions referred to above, each Unitholder that holds Class A Common Units shall be entitled to receive (a) annual audited consolidated financial statements of New TopCo, and (b) quarterly unaudited consolidated financial statements of New TopCo for each of New TopCo's first three fiscal quarters during each fiscal year, in any such case within the time frames required for the delivery of such financial statements under the Companies' credit documents as of the Plan Effective Date. If New Topco does not produce consolidated financial statements at the New Topco level, but does produce consolidated financial statements at the level of one of its subsidiaries, then, in lieu of making available such consolidated financial statements of New Topco, New Topco shall make available to each Unitholder that holds Class A Common Units the consolidated financial statements of its applicable subsidiary.

At the option of New TopCo, New TopCo may make available the information described above on a password-protected website that is only available to Unitholders that hold Class A Common Units. As a condition to gaining access to the information posted on such website, a Unitholder may be required to "click through" or take other affirmative action pursuant to which such Unitholder shall (i) confirm and ratify that it is a party to, and bound by all of the terms and provisions of, the New LLC Agreement, (ii) acknowledge its confidentiality obligations in respect of such information and (iii) certify its status as a Unitholder that holds Class A Common Units.

Limitations on Affiliate Transactions:

Any transaction or series of related transactions between any of the Companies, on the one hand, and any Person who, together with its Affiliates, owns or holds five percent (5.0%) or more of the issued and outstanding Class A Common Units or is an Affiliate of any such Person (other than any of the Companies), on the other hand (an "Affiliate Transaction"), involving

aggregate payments or other consideration in excess of an agreed amount per annum shall require the approval of a majority of the Managers that are disinterested with respect to such Affiliate Transaction.

Registration Rights:

If New TopCo (or any successor or subsidiary of New TopCo) consummates an underwritten public offering pursuant to an effective registration statement covering the common equity of New TopCo (or any successor or subsidiary of New TopCo) (“Company Securities”) that results in such Company Securities being listed on a national securities exchange or quoted on the Nasdaq Stock Market (an “IPO”), then the Significant Unitholders shall be entitled to the following registration rights:

Demand Rights: Any Significant Unitholder or group of Significant Unitholders (acting together) that own or hold at least ten percent (10.0%) of all of the Company Securities that are issued and outstanding as of such time may request that New TopCo effect the registration under the Securities Act of a specified number of registrable securities held by such Significant Unitholder(s). Subject to certain exceptions, New TopCo will not be required to effect the demand right more than three times.

Piggyback Registration: Any Significant Unitholder shall be entitled to reasonable and customary piggyback registration rights.

Termination of Rights:

The rights of the Unitholders under the New LLC Agreement (other than “Registration Rights” set forth above) shall terminate upon the consummation of an IPO.

Governing Law and Forum:

Delaware.

EXECUTION VERSION

Schedule A

Actions Requiring Majority Unitholder and Required Managers Approval

1. Distributions or dividends made by any of the Companies to Unitholders that own or hold Class A Common Units that are not made to such Unitholders (a) on a *pro rata* basis (based on the number of Class A Common Units owned or held by such Unitholders immediately prior to such distribution or dividend), or (b) in the same form.
2. Repurchases or redemptions of Class A Common Units made by any of the Companies that are not made (a) on a *pro rata* basis (based on the number of Class A Common Units owned or held by all Unitholders immediately prior to such repurchases or redemptions), or (b) in the same form of consideration.
3. Transfer New TopCo to or domesticate or continue New TopCo in any jurisdiction other than the State of Delaware.
4. Consummate any initial public offering of securities.
5. List any securities on any securities exchange, or register any securities with the United States Securities and Exchange Commission.
6. Convert any Company to a corporation, a statutory trust, a business trust, an association, a real estate investment trust, a common-law trust or any other incorporated or unincorporated business or entity or make any change in any Company's entity classification for U.S. federal income tax purposes.
7. Any of the following: (a) merging with, or consolidating into, another entity, regardless of whether the applicable Company is the survivor, (b) selling, leasing or exchanging all or substantially all of a Company's property and assets, including its goodwill, or (c) consummating any Sale Transaction, in any such case, other than (i) any such transaction that is consummated as an internal restructuring transaction (including the dissolution or merger of any immaterial or dormant Company) or that is consummated as part of a financing transaction, in any such case that is not material to the businesses or operations of the Companies, taken as a whole, and (ii) as set forth in the provision entitled "Drag-Along Rights".

EXHIBIT F

Schedule of Retained Causes of Action

Pursuant to the Plan, the Debtors previously disclosed their intention to retain Causes of Action in Article IV.N therein, as set forth below:

In accordance with section 1123(b) of the Bankruptcy Code, but subject to the releases and exculpation set forth in this section and in Article IX of the Plan, all Causes of Action that a Debtor may hold against any Entity shall vest in the applicable Reorganized Debtor on the Effective Date, including each Cause of Action set forth in the schedule of retained Causes of Action included in the Plan Supplement. Thereafter, the Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, whether arising before or after the Petition Date, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any specific Cause of Action as any indication that the Debtors or the Reorganized Debtors shall not pursue any and all available Causes of Action. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan,** and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise) or laches, shall apply to any Cause of Action upon, after, or as a consequence of the Confirmation or the occurrence of the Effective Date. In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any of the Debtors are a plaintiff, defendant, or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits. For the avoidance of doubt, in no instance shall any Cause of Action preserved pursuant to Article IV.N of the Plan include any Claim or Cause of Action released or exculpated under the Plan (including, without limitation, by the Debtors).

Notwithstanding and without limiting the generality of Article IV.N of the Plan, included herein are certain specific types of Causes of Action that are expressly preserved by the Debtors and/or Reorganized Debtors.

In addition, pursuant to the *Order (I) Authorizing the Debtors to File a Consolidated Creditor Matrix and List of the 30 Largest Unsecured Creditors; (II) Waiving the Requirement to File a List of Equity Security Holders; (III) Authorizing the Debtors to Redact Certain Personally Identifiable Information; and (IV) Granting Related Relief* [Docket No. 73], the Debtors prepared and filed with the Court a consolidated creditor matrix [Docket No. 90]. To the extent not released pursuant to the Plan, the Debtors expressly retain all Causes of Action against any entity listed in the creditor matrix, regardless of whether such entity is expressly identified herein, to the extent

such entity or entities owe or may in the future owe money to the Debtors or the Reorganized Debtors.

The below includes certain entities that are party to or that the Debtors believe may become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial. Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action against or related to all entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial, including, without limitation, dealers, creditors, customers, employees, utilities, suppliers, vendors, insurers, sureties, factors, lenders, bondholders, lessors, carriers, or any other parties, regardless of whether such entity is expressly identified herein.

1. Causes of Action, potential counterclaims, and defenses that may be asserted against lien claimants in connection with lien disposition, including, without limitation, Causes of Action related to rights of setoff and contractual breaches.
2. Causes of Action, potential counterclaims, and defenses that may be asserted against vendors, customers, carriers, and property owners related to payment shortfalls, past due payments, and contractual breaches, including, without limitation, Causes of Action related to rights of setoff, contractual breaches, and lease defaults.
3. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units related to, among other things, sales and other tax refunds and attributes, and tax audits, investigations, or other similar reviews including, without limitation, Causes of Action related to rights of setoff, and all Causes of Action against or related to all entities that assert or may assert that the Debtors or Reorganized Debtors owe taxes to them.
4. Causes of Action, potential counterclaims, and defenses that may be asserted in relation to Insurance Contracts.
5. Causes of Action, potential counterclaims, and defenses based in whole or in part upon any and all postings of security deposits, adequate assurance payments, or any other type of deposit, prepayment, or collateral.
6. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units related to, among other things, the importing of goods into the United States, and the exporting of goods from the United States, including, without limitation, customs regulations, entries and liquidations, duties and tariffs (including payments, protests, and related), inspections and certifications; and other import and export activities.
7. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units related to, among other things, product safety and compliance, including, without limitation, regulations relating to the packaging, transportation and shipment of consumer goods, regulations relating to consumer

product safety laws, regulations, certifications, inspections, and testing, and California Proposition 65.

8. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units, employees, customers, and other individuals related to, among other things, store operations, site health, customer and employee safety, and code compliance including, without limitation occupational safety and health citations, building code violations, and store and website accessibility claims.
9. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units, customers, and other individuals related to, among other things, product pricing and promotions.
10. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units, customers, and other individuals related to, among other things, product warranties.
11. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units, employees, customers, and other individuals related to, among other things, environmental regulations.
12. Causes of Action, potential counterclaims, and defenses that may be asserted against customers, and other individuals related to, among other things, store experiences and team member interaction.
13. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units, employees, and other individuals related to privacy, including, but not limited to, matters initiated under the Telephone and Consumer Protection Act (TCPA) or the California Invasion of Privacy Act.
14. Causes of Action, potential counterclaims, and defenses based in whole or in part upon intellectual property or any and all contracts, leases, and licenses to which the Debtors are a party or pursuant to which any of the Debtors have any rights whatsoever.
15. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units, employees, and other individuals related to, among other things, investigations or similar reviews of employment matters, including, without limitation, various matters pending before the equal opportunity commissions of several states including, but not limited to, Delaware and Texas.
16. Causes of Action, potential counterclaims, and defenses that may be asserted under Chapter 5 of the Bankruptcy Code, except, for the avoidance of doubt, any claims which are released under the Plan.
17. Causes of Action, potential counterclaims, and defenses, among other things, that may be asserted in the following cases, proceedings, and/or threatened cases and proceedings:

- a. *Anne Heiting v. The Container Store, Inc.*, Case No. 23STCVC20250, stayed in the Superior Court of the State of California, County of Los Angeles.
- b. *Cantwell v. The Container Store, Inc.*, Case No. 24-cv-06920-BMC, administratively closed pending further Order of the Bankruptcy Court in the U.S. District Court for the Eastern District of New York.
- c. *Gravel Rating Systems LLC v. The Container Store, Inc.*, Case No. 4:22-cv-01000, stayed in the U.S. District Court for the Eastern District of Texas Sherman Division.
- d. *Hayes v. The Container Store, Inc.*, Case No. 20CV363825, pending in the Superior Court of the State of California, County of Santa Clara.
- e. *Hernandez v. The Container Store, Inc.*, Case No. 1:24-cv-24519-RNS, pending in the U.S. District Court for the Southern District of Florida.
- f. *Lisa Irving v. The Container Store, Inc.*, Case No. CGC-20-586616, pending in the Superior Court of the State of California, County of San Francisco.
- g. *Mark Cadigan and Mika Pyyhkala, on behalf of themselves and all others similarly situated v. The Container Store, Inc.*, Case No. 20-2119B, pending in the Suffolk County Superior Court.
- h. *The Container Store v. United States et al*, Case No. 1:20-cv-01880, stayed in the Court of International Trade.
- i. Various third-party subpoenas, civil investigative demands, and discovery requests received by the Debtors in matters not against or including the Debtors from various parties.

EXHIBIT G

Directors and Officers of the Reorganized Debtors¹

The members of the Reorganized Board shall consist of a number of members determined by the Required Consenting Lenders in their sole discretion, which shall consist of members appointed in a manner determined by the Required Consenting Lenders in their sole discretion and set forth in the New Organizational Documents for Reorganized Parent.

The identity and affiliations of Persons presently proposed to serve on the Reorganized Board are as follows:

1. Satish Malhotra
2. TBD
3. TBD
4. TBD
5. TBD

The Debtors shall disclose the identity and affiliations of any other Person proposed to serve on the Reorganized Board or as a director, manager, or officer of a Reorganized Debtor as soon as such Persons are known and determined, to the extent determined prior to confirmation of the Plan. To the extent not so determined, such directors, managers, or officers will be appointed in accordance with the New Organizational Documents.

The composition of the board of directors, board of managers or other governing body of any direct or indirect wholly-owned subsidiary of the Reorganized Parent (each, a “Subsidiary Governing Body”) shall be comprised of one or more executive employees of any of the Companies or other individuals selected or approved by the Reorganized Board in accordance with the New Organizational Documents.

Each of the directors, managers, sole managers and officers of each of the Reorganized Debtors and Reorganized Parent shall serve pursuant to the terms of the applicable New Organizational Documents of such Reorganized Debtor or Reorganized Parent, as applicable, and may be designated, replaced, or removed in accordance with such New Organizational Documents.

The existing officers of the Debtors as of the Effective Date shall remain in their current capacities as officers of the Reorganized Debtors, subject to their right to resign and the ordinary rights and powers of the Reorganized Board to remove or replace them in accordance with the New Organizational Documents and any applicable employment agreements that are assumed pursuant to the Plan.

¹ Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Plan. The selection process for the Reorganized Board is still ongoing and the contents of this exhibit may be supplemented or revised in an amended Plan Supplement.

Except to the extent that a member of the board of directors of the Parent is designated in this exhibit to serve as a manager of the Reorganized Board on the Effective Date, the members of the board of directors of the Parent prior to the Effective Date shall have no continuing obligations to the Reorganized Debtors on or after the Effective Date, and each such director shall be deemed to have resigned or shall otherwise cease to be a director of the Reorganized Parent on the Effective Date.

EXHIBIT H

Rejected Executory Contract/Unexpired Lease List

The Debtors hereby provide notice that, pursuant to section 365 of the Bankruptcy Code, the Debtors propose to reject the Executory Contract listed on the rejection schedule below (the “*Rejection Schedule*”) as of the Petition Date.

The Plan Supplement Documents, or portions thereof, remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. Subject to the terms and conditions set forth in the *Prepackaged Joint Plan of Reorganization of the Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 19] (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the “*Plan*”),¹ the Debtors reserve the right to amend or supplement this Exhibit H, and any of the documents and designations contained herein, as provided for by the Plan or by order of the Court.

The Debtors’ listing of an Executory Contract or Unexpired Lease on the Rejection Schedule shall not be deemed or construed as (a) a promise by the Debtors to seek the rejection of such contract or lease, (b) a limitation or waiver on the Debtors’ ability to amend, modify or supplement the Rejection Schedule, (c) a limitation or waiver on the Debtors’ ability to seek to assume or reject any Executory Contract or Unexpired Lease, or (d) an admission that any potential Executory Contract or Unexpired Lease is, in fact, an Executory Contract or Unexpired Lease under section 365 of the Bankruptcy Code. Moreover, the Debtors explicitly reserve their rights, in their sole discretion, to reject or assume each Executory Contract or Unexpired Lease pursuant to section 365(a) of the Bankruptcy Code and nothing herein (a) alters in any way the prepetition nature of such agreements or the validity, priority, or amount of any claims of a counterparty such agreements against the Debtors that may arise under such agreements, (b) creates a postpetition contract or agreement, or (c) elevates to administrative expense priority any claims of a counterparty to an Executory Contract or Unexpired Lease against the Debtors that may arise under such agreements. Any Rejection Damages Claims for Executory Contracts or Unexpired Leases that the Debtors, with the consent of the Required Consenting Term Lenders, elect to reject shall be treated in accordance with the Plan and applicable provisions of the Bankruptcy Code; *provided*, that if such Claim is a Subordinated Claim, such Claim shall not be paid in full on the Effective Date and instead shall be treated as a Subordinated Claim pursuant to the terms of this Plan.

The Debtors reserve all their rights, claims and causes of action with respect to the Executory Contracts listed on the Rejection Schedule, including the right to amend, revise, or supplement the Rejection Schedule for any reason whatsoever, including based on objections received to Article V of the Plan or otherwise.

¹ Unless otherwise defined, capitalized terms used herein have the meanings ascribed to them in the Plan.

Rejection Schedule

Debtor	Counterparty Name	Description of Rejected Executory Contract
The Container Store Group, Inc.	Beyond, Inc.	Securities Purchase Agreement dated as of October 15, 2024, and any and all executory agreements ancillary thereto
The Container Store Group, Inc.	Beyond, Inc.	Collaboration Agreement dated as of October 15, 2024, and any and all executory agreements ancillary thereto

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

----- x
 In re: : Chapter 11
 :
 : Case No. 24-90627 (ARP)
 THE CONTAINER STORE GROUP, INC., *et al.*, :
 :
 Debtors.¹ : (Jointly Administered)
 :
 :
 ----- :x

SUPPLEMENTAL CERTIFICATE OF SERVICE

I, Ronaldo Lizarraga Angulo, depose and say that I am employed by Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”), the claims and noticing agent for the Debtors in the above-captioned case.

On January 10, 2025, at my direction and under my supervision, employees of Verita caused to be served the following documents via First Class Mail upon the service list attached hereto as **Exhibit A**:

- **Emergency Motion of Debtors for Entry of an Order Directing Joint Administration of Chapter 11 Cases** [Docket No. 2]
- **Notice of Designation as Complex Bankruptcy Case** [Docket No. 3]
- **Emergency *Ex Parte* Application for Entry of an Order Authorizing the Employment and Retention of Kurtzman Carson Consultants, LLC d/b/a Verita Global as Claims, Noticing, and Solicitation Agent** [Docket No. 4]
- **Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to File a Consolidated Creditor Matrix and List of the 30 Largest Unsecured Creditors; (II) Waiving the Requirement to File a List of Equity Security Holders; (III) Authorizing the Debtors to Redact Certain Personally Identifiable Information; and (IV) Granting Related Relief** [Docket No. 5]
- **Declaration of Chad E. Coben, Chief Restructuring Officer, in Support of Chapter 11 Petitions and First Day Motions** [Docket No. 6]

¹ The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

- **Emergency Motion of Debtors for Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Senior Secured Priming Superpriority Postpetition Financing and (B) Use Cash Collateral; (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status; (III) Granting Adequate Protection to the Prepetition Secured Parties; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief [Docket No. 7]**
- **Declaration of Adam Dunayer in Support of the Debtors' DIP Motion [Docket No. 8]**
- **Emergency Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate Their Existing Cash Management System, Including Maintenance of Existing Bank Accounts, Checks, and Business Forms, (B) Maintain Existing Deposit Practices, and (C) Perform Intercompany Transactions; (II) Waiving Certain U.S. Trustee Guidelines; and (III) Granting Related Relief [Docket No. 9]**
- **Emergency Motion of Debtors for Entry of an Order (I) Prohibiting Utilities from Altering, Refusing, or Discontinuing Service; (II) Approving the Debtors' Proposed Form of Adequate Assurance of Payment to Utilities, (III) Establishing Procedures for Resolving Requests for Additional Adequate Assurance, and (IV) Granting Related Relief [Docket No. 10]**
- **Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to (A) Pay Certain Employee Compensation and Benefits, (B) Maintain and Continue Such Benefits and Other Employee-Related Programs, and (C) Pay Prepetition Claims of Contracted Labor; (II) Granting Relief from Automatic Stay with Respect to Workers' Compensation Claims; and (III) Granting Related Relief [Docket No. 11]**
- **Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to (A) Pay Prepetition Insurance Program Obligations, (B) Maintain the Insurance Policies Postpetition, (C) Maintain the Bonding Program and Honor Related Obligations, and (D) Honor Letters of Credit; and (II) Granting Related Relief [Docket No. 12]**
- **Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to Pay Certain Prepetition Taxes and Fees and (II) Granting Related Relief [Docket No. 13]**
- **Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to (A) Honor Prepetition Obligations to Customers and (B) Continue Customer Programs and (II) Granting Related Relief [Docket No. 14]**
- **Emergency Motion of Debtors for Entry of an Order Establishing Notification Procedures and Approving Restrictions on (A) Certain Transfers of Interests in Debtors and (B) Claims of Certain Worthless Stock Deductions [Docket No. 15]**

- **Emergency Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to Pay Prepetition Trade Claims in the Ordinary Course of Business and (II) Granting Related Relief** [Docket No. 16]
- **Emergency Motion of Debtors for Entry of Order (I) Scheduling Combined Hearing to Consider (A) Final Approval of Disclosure Statement, (B) Approval of Solicitation Procedures and Form of Ballot, and (C) Confirmation of Plan; (II) Establishing an Objection Deadline to Object to Disclosure Statement and Plan; (III) Approving the Form and Manner of Notice of Combined Hearing, Objection Deadline, and Notice of Commencement; (IV) Approving Notice and Objection Procedures for the Assumption or Rejection of Executory Contracts and Unexpired Leases; (V) Conditionally Waiving Requirement of Filing Schedules of Assets and Liabilities, Statements of Financial Affairs, and 2015.3 Reports; (VI) Conditionally Waiving Requirement to Convene the Section 341 Meeting of Creditors; (VII) Conditionally Approving the Disclosure Statement and (VIII) Granting Related Relief** [Docket No. 17]
- **Disclosure Statement for Prepackaged Joint Plan of Reorganization of the Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code** [Docket No. 18]
- **Prepackaged Joint Plan of Reorganization of the Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code** [Docket No. 19]
- **Order Directing Joint Administration of Chapter 11 Cases** [Docket No. 36]
- **Order Granting Complex Case Treatment** [Docket No. 37]
- **Order Authorizing the Employment and Retention of Kurtzman Carson Consultants, LLC d/b/a Verita Global as Claims, Noticing, and Solicitation Agent** [Docket No. 38]
- **Interim Order (I) Authorizing the Debtors to (A) Continue to Operate Their Existing Cash Management System, Including Maintenance of Existing Bank Accounts, Checks, and Business Forms, (B) Maintain Existing Deposit Practices, and (C) Perform Intercompany Transactions, (II) Waiving Certain U.S. Trustee Guidelines, and (III) Granting Related Relief** [Docket No. 72]
- **Order (I) Authorizing the Debtors to File a Consolidated Creditor Matrix and List of the 30 Largest Unsecured Creditors; (II) Waiving the Requirement to File a List of Equity Security Holders; (III) Authorizing the Debtors to Redact Certain Personally Identifiable Information; and (IV) Granting Related Relief** [Docket No. 73]

- **Order (I) Prohibiting Utilities from Altering, Refusing, or Discontinuing Service, (II) Approving the Debtors' Proposed Form of Adequate Assurance of Payment to Utilities, (III) Establishing Procedures for Resolving Requests for Additional Adequate Assurance, and (IV) Granting Related Relief [Docket No. 74]**
- **Order (I) Authorizing the Debtors to (A) Pay Certain Employee Compensation and Benefits, (B) Maintain and Continue Such Benefits and Other Employee-Related Programs, and (C) Pay Prepetition Claims of Contracted Labor; (II) Granting Relief from Automatic Stay with Respect to Workers' Compensation Claims; and (III) Granting Related Relief [Docket No. 75]**
- **Order (I) Authorizing the Debtors to (A) Pay the Prepetition Insurance Program Obligations, (B) Maintain the Insurance Programs Postpetition, (C) Maintain the Bonding Program and Honor Related Obligations, and (D) Honor Letters of Credit; and (II) Granting Related Relief [Docket No. 76]**
- **Order Authorizing Payment of Prepetition Taxes and Fees [Docket No. 77]**
- **Order (I) Authorizing the Debtors to (A) Honor Customer Obligations to Customers and (B) Continue Customer Programs and (II) Granting Related Relief [Docket No. 78]**
- **Order Establishing Notification Procedures and Approving Restrictions on (A) Certain Transfers of Interests in Debtors and (B) Claims of Certain Worthless Stock Deductions [Docket No. 79]**
- **Order (I) Authorizing the Debtors to Pay Prepetition Trade Claims in the Ordinary Course of Business and (II) Granting Related Relief [Docket No. 80]**
- **Order (I) Scheduling Combined Hearing to Consider (A) Final Approval of Disclosure Statement, (B) Approval of Solicitation Procedures and Form of Ballot, and (C) Confirmation of Plan; (II) Establishing an Objection Deadline to Object to Disclosure Statement and Plan; (III) Approving the Form and Manner of Notice of Combined Hearing, Objection Deadline, and Notice of Commencement; (IV) Approving Notice and Objection Procedures for the Assumption or Rejection of Executory Contracts and Unexpired Leases; (V) Conditionally Waiving Requirement of Filing Schedules of Assets and Liabilities, Statements of Financial Affairs, and 2015.3 Reports; (VI) Conditionally Waiving Requirement to Convene the Section 341 Meeting of Creditors; (VII) Conditionally Approving the Disclosure Statement; and (VIII) Granting Related Relief [Docket No. 81]**

- **Interim Order (I) Authorizing the Debtors to (A) Obtain Senior Secured Priming Superpriority Postpetition Financing and (B) Use Cash Collateral; (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status; (III) Granting Adequate Protection to the Prepetition Secured Parties; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief [Docket No. 88]**

Dated: January 16, 2025

/s/ Ronaldo Lizarraga Angulo
Ronaldo Lizarraga Angulo
Verita
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245
Tel. 310.823.9000

Exhibit A

Exhibit A

Master Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	City	State	Zip
DJS International Services, Inc.	FMC No. 3514NF CHB No. 10709	4215 Gateway Dr., Suite 100	Colleyville	TX	76034
DJS International Services, Inc.	Linda Stewart	P.O. Box 612785	Dallas	TX	75261

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

----- x
 In re: : Chapter 11
 :
 : Case No. 24-90627 (ARP)
 THE CONTAINER STORE GROUP, INC., *et al.*, :
 :
 Debtors. ¹ : (Jointly Administered)
 :
 :
 ----- :x

CERTIFICATE OF SERVICE

I, Ronaldo Lizarraga Angulo, depose and say that I am employed by Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”), the claims and noticing agent for the Debtors in the above-captioned case.

On January 14, 2025, at my direction and under my supervision, employees of Verita caused to be served the following document via Electronic Mail upon the service lists attached hereto as **Exhibit A** and **Exhibit B**; and via First Class Mail upon the service lists attached hereto as **Exhibit C** and **Exhibit D**:

- **Notice of Filing of Plan Supplement to the Prepackaged Joint Plan of Reorganization of the Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code** [Docket No. 132]

Dated: January 16, 2025

/s/ Ronaldo Lizarraga Angulo
 Ronaldo Lizarraga Angulo
 Verita
 222 N Pacific Coast Highway, Suite 300
 El Segundo, CA 90245
 Tel. 310.823.9000

¹ The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

Exhibit A

Exhibit A

Master Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Counsel to Collin County Tax Assessor/Collector	Abernathy, Roeder, Boyd & Hullett, P.C.	Paul M. Lopez, Larry R. Boyd, Emily M. Hahn	plopez@abernathy-law.com; bankruptcy@abernathy-law.com; ehahn@abernathy-law.com
State Attorney General	Alabama Attorney General	Attn Bankruptcy Department	consumerinterest@Alabamaag.gov
State Attorney General	Alaska Attorney General	Attn Bankruptcy Department	attorney.general@alaska.gov
Top 30 Creditor	Ankura Intermediate Holdings, LP	Keith Jelinek	keith.jelinek@ankura.com
State Attorney General	Arizona Attorney General - CSS	Attn Bankruptcy Department	BCEIntake@azag.gov
State Attorney General	Arkansas Attorney General	Attn Bankruptcy Department	OAG@ArkansasAG.gov
Counsel to Brookfield Properties Retail Inc.	Brookfield Properties Retail Inc., as Agent	Kristen N. Pate	bk@bpretail.com
State Attorney General	Colorado Attorney General	Attn Bankruptcy Department	attorney.general@coag.gov
State Attorney General	Connecticut Attorney General	Attn Bankruptcy Department	attorney.general@ct.gov
State Attorney General	Delaware Attorney General	Attn Bankruptcy Department	attorney.general@state.de.us
State Attorney General	District of Columbia Attorney General	Attn Bankruptcy Department	oag@dc.gov
Top 30 Creditor	Echo Global Logistics, Inc.	Greg Dugan	gdugan@echo.com
Top 30 Creditor	FC Brands LLC	Matt David	ops@fullcirclehome.com
Top 30 Creditor	Fedex	Chaz Gagne	cgagne@fedex.com
State Attorney General	Florida Attorney General	Attn Bankruptcy Department	citizenservices@myfloridalegal.com; oag.civil.eserve@myfloridalegal.com
Counsel to DIP ABL Loan Agent, Eclipse Business Capital LLC	Frost Brown Todd LLP	Rebecca L. Matthews	rmatthews@fbtlaw.com
State Attorney General	Georgia Attorney General	Attn Bankruptcy Department	Agcarr@law.ga.gov
Counsel to Galleria Alpha Plaza, Ltd.	Gray Reed	Micheal W. Bishop, Amber M. Carson	mbishop@grayreed.com; acarson@grayreed.com
Counsel to Harris County, Harris County Flood Control District, Harris County Port of Houston Authority, Harris County Hospital District, and Harris County Department of Education	Harris County Attorney's Office	Susan Fuertes, Assistant County Attorney	taxbankruptcy.cao@harriscountytexas.gov
State Attorney General	Hawaii Attorney General	Attn Bankruptcy Department	hawaiiag@hawaii.gov
Counsel to FSLRO 7580 W Bell Glendale, LLC	Holland & Knight LLP	Mark C. Taylor	Mark.taylor@hklaw.com
Top 30 Creditor	Hulken Inc.	Tanya Hamilton	billing@hulkenbag.com
State Attorney General	Idaho Attorney General	Attn Bankruptcy Department	bankruptcy@ag.idaho.gov
State Attorney General	Illinois Attorney General	Attn Bankruptcy Department	bankruptcy_notices@ilag.gov
Top 30 Creditor	Impact Tech, Inc.	Andrew Carvalho	andrew.carvalho@impact.com
State Attorney General	Indiana Attorney General	Attn Bankruptcy Department	info@atg.in.gov
Top 30 Creditor	Interdesign, Inc.	Ilese Okeefe	andre.burke@idesignlivesimply.com
Top 30 Creditor	Intermetro Industries Corporation	Rob Napkori	rob.napkori@metro.com
State Attorney General	Iowa Attorney General	Attn Bankruptcy Department	IDR.Bankruptcy@ag.iowa.gov
Top 30 Creditor	Iris USA, Inc.	Tanya Rocha	tanya.rocha@irisusainc.com
Counsel to PMG Worldwide, LLC	Jackson Walker L.L.P.	J. Machir Stull	mstull@jw.com
Counsel to Brookfield Properties Retail, Inc., Kite Realty Group L.P., NNN REIT, Inc., and Regency Centers, L.P	Kelley Drye & Warren LLP	Robert L. LeHane, Jennifer D. Raviele, Katherine Cavins	KDWBankruptcyDepartment@kelleydrye.com; rlehane@kelleydrye.com; jraviele@kelleydrye.com; kcavins@kelleydrye.com
State Attorney General	Kentucky Attorney General	Attn Bankruptcy Department	attorney.general@ag.ky.gov
Counsel to PREIT Services, LLC, as agent for Cherry Hill Center, LLC	Kurtzman Steady, LLC	Jeffrey Kurtzman	kurtzman@kurtzmansteady.com
Counsel to Metro Pointe Retail Associates II	Law Offices of Ronald K. Brown, Jr.	Ronald K. Brown, Jr.	Ron@rkbrownlaw.com
Top 30 Creditor	LC Designs Company Limited	Kevin Pestell	kevinpestell@lc-designs.co.uk
Counsel to Bexar County	Linebarger Goggan Blair & Sampson, LLP	Don Stecker	sanantonio.bankruptcy@lgbs.com
Counsel to Town of Fairview, Tarrant County, and Dallas County	Linebarger Goggan Blair & Sampson, LLP	John Kendrick Turner	dallas.bankruptcy@lgbs.com

Exhibit A

Master Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Counsel to Montgomery County, Cypress-Fairbanks ISD, Harris Co ESD # 11, City of Houston, Houston ISD, Harris Co ESD # 29, Houston Comm Coll System, Harris Co ID # 01, Lone Star College System	Linebarger Goggan Blair & Sampson, LLP	Tara L. Grundemeier	houston_bankruptcy@lgbs.com
State Attorney General	Louisiana Attorney General	Attn Bankruptcy Department	Executive@ag.louisiana.gov; ConstituentServices@ag.louisiana.gov
State Attorney General	Maine Attorney General	Attn Bankruptcy Department	attorney.general@maine.gov
State Attorney General	Maryland Attorney General	Attn Bankruptcy Department	oag@oag.state.md.us
State Attorney General	Michigan Attorney General	Attn Bankruptcy Department	miag@michigan.gov
State Attorney General	Minnesota Attorney General	Attn Bankruptcy Department	ag.replies@ag.state.mn.us
State Attorney General	Missouri Attorney General	Attn Bankruptcy Department	attorney.general@ago.mo.gov
State Attorney General	Montana Attorney General	Attn Bankruptcy Department	contactocp@mt.gov
State Attorney General	Nebraska Attorney General	Attn Bankruptcy Department	NEDOJ@nebraska.gov; Ago.info.help@nebraska.gov
State Attorney General	Nevada Attorney General	Attn Bankruptcy Department	AgInfo@ag.nv.gov
State Attorney General	New Hampshire Attorney General	Attn Bankruptcy Department	attorneygeneral@doj.nh.gov
State Attorney General	New Jersey Attorney General	Attn Bankruptcy Department	Heather.Anderson@law.njoag.gov; NJAG.ElectronicService.CivilMatters@law.njoag.gov
State Attorney General	New York Attorney General	Attn Bankruptcy Department	letitia.james@ag.ny.gov
State Attorney General	North Carolina Attorney General	Attn Bankruptcy Department	ncago@ncdoj.gov
State Attorney General	North Dakota Attorney General	Attn Bankruptcy Department	ndag@nd.gov
Counsel to The Texas Comptroller of Public Accounts	Office of the Attorney General, Bankruptcy & Collections Division	Callan C. Searcy, Assistant Attorney General	bk-csearcy@texasattorneygeneral.gov
State Attorney General	Ohio Attorney General	Attn Bankruptcy Department	Kristin.Radwanick@OhioAGO.gov
State Attorney General	Oklahoma Attorney General	Attn Bankruptcy Department	ConsumerProtection@oag.ok.gov
State Attorney General	Oregon Attorney General	Attn Bankruptcy Department	AttorneyGeneral@doj.state.or.us; Lisa.Udland@doj.state.or.us
Counsel to the Ad Hoc Group of Term Lenders	Paul Hastings LLP	Charles Persons	charlespersons@paulhastings.com
Counsel to the Ad Hoc Group of Term Lenders	Paul Hastings LLP	Isaac Sasson, Jayme Goldstein, Leonie Koch	isaacsasson@paulhastings.com; jaymegoldstein@paulhastings.com; leoniekoch@paulhastings.com
Counsel to the Ad Hoc Group of Term Lenders	Paul Hastings LLP	Schlea Thomas	schleathomas@paulhastings.com
Counsel to the Ad Hoc Group of Term Lenders	Paul Hastings LLP	William Reily	williamreily@paulhastings.com
Counsel to the DIP Term Loan Agents	Paul Hastings LLP	Alex Cota, Liz Loonam	lizloonam@paulhastings.com; alexcota@paulhastings.com
State Attorney General	Pennsylvania Attorney General	Attn Bankruptcy Department	info@attorneygeneral.gov
Counsel to Frisco ISD	Perdue, Brandon, Fielder, Collins & Mott, L.L.P.	Linda D. Reece	lreece@pbfc.com
Counsel to Clear Creek Independent School District	Perdue, Brandon, Fielder, Collins & Mott, L.L.P.	Melissa E. Valdez	mvaldez@pbfc.com
Top 30 Creditor	PMG Worldwide, LLC	George Popstefanov	george@pmg.com
Top 30 Creditor	Poppin Furniture LLC	Allie Diep	adiiep@poppin.com
Counsel to Leonard Green & Partners, LP	Porter Hedges LLP	John F. Higgins, Eric M. English, James A. Keefe	jhiggins@porterhedges.com; eenglish@porterhedges.com; jkeefe@porterhedges.com
Top 30 Creditor	Pura Scents, Inc.	Addison Harris	Addison@pura.com
Top 30 Creditor	R X O Freight Forwarding	Kenneth Burger	kenneth.burger@rxo.com
State Attorney General	Rhode Island Attorney General	Attn Bankruptcy Department	ag@riag.ri.gov
Counsel to DIP ABL Loan Agent, Eclipse Business Capital LLC	Riemer & Braunstein LLP	Brendan C. Recupero, Donald E. Rothman	BRecupero@riemerlaw.com; Drothman@riemerlaw.com
Counsel to DIP ABL Loan Agent, Eclipse Business Capital LLC	Riemer & Braunstein LLP	Steven E. Fox, Lyle Stein	sfox@riemerlaw.com; lstein@riemerlaw.com
Top 30 Creditor	Schwarz Paper Company, LLC	Michael Gary	michael.gary@schwarz.com
SEC Regional Office	Securities & Exchange Commission	Fort Worth Regional Office	dfw@sec.gov
SEC Headquarters	Securities & Exchange Commission	Secretary of the Treasury	secbankruptcy@sec.gov
Counsel to Simon Property Group, Inc. and its Related Entities	Simon Property Group, Inc.	Ronald M. Tucker	rtucker@simon.com

Exhibit A

Master Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Counsel to the Prepetition ABL Facility Agent and Prepetition Agent	Simpson Thacher & Bartlett LLP	Ian Kitts, Sandeep Qusba, Zachary J. Weiner	ian.kitts@stblaw.com; squsba@stblaw.com; zachary.weiner@stblaw.com
Counsel to Kimco Realty Corporation and Bridge33 Capital, LLC	Singer & Levick, P.C.	Michelle E. Shriro	mshriro@singerlevick.com
State Attorney General	South Carolina Attorney General	Attn Bankruptcy Department	bankruptcy@scag.gov
State Attorney General	South Dakota Attorney General	Attn Bankruptcy Department	atghelp@state.sd.us
Top 30 Creditor	Steel Technology, LLC dba Hydro Flask	Melissa De Souza Mosela	mmosela@helenoftroy.com
State Attorney General	Tennessee Attorney General	Attn Bankruptcy Department	agattorneys@ag.tn.gov
Top 30 Creditor	TEST-RITE INTL CO., LTD.	Carol Yu	am-la-home@testritegroup.com
Texas Attorney General	Texas Attorney General	Attn Bankruptcy Department	bankruptcytax@oag.texas.gov; communications@oag.texas.gov; Robert.robinson@oag.texas.gov
Top 30 Creditor	Transcon Shipping Co., Inc.	Eric Barcomb	ericb@transconshipping.com
SDTX - United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas	Civil Process Clerk for the U.S. Attorney's Office	usatxs.atty@usdoj.gov
SDTX - Office of the U.S. Trustee for the Southern District of Texas	US Trustee for the Southern District of Texas (Houston Division)	Ha Nguyen, Vianey Garza	Ha.Nguyen@usdoj.gov; Vianey.Garza@usdoj.gov
State Attorney General	Utah Attorney General	Attn Bankruptcy Department	bankruptcy@agutah.gov
State Attorney General	Vermont Attorney General	Attn Bankruptcy Department	ago.info@vermont.gov
State Attorney General	Virginia Attorney General	Attn Bankruptcy Department	mailoag@oag.state.va.us
State Attorney General	West Virginia Attorney General	Attn Bankruptcy Department	consumer@wvago.gov
Top 30 Creditor	Whitmor, Inc.	Jerri Perrault	ar@whitmor.com
Counsel to Design Ideas, Inc.	Wick Phillips Gould & Martin, LLP	Scott D. Lawrence, Meghan D. Young	scott.lawrence@wickphillips.com; meghan.young@wickphillips.com
State Attorney General	Wisconsin Attorney General	Attn Bankruptcy Department	dojbankruptcynoticegroup@doj.state.wi.us
Top 30 Creditor	Wurth Baer Supply Company	Candy Debartolo	candy.debartolo@wurthbsc.com
State Attorney General	Wyoming Attorney General	Attn Bankruptcy Department	ag.webmaster@wyo.gov
Top 30 Creditor	XPO Logistics, LLC	Kenneth Burger	kenneth.burger@rxo.com
Top 30 Creditor	York (Asia) Limited	Ivy Peng	ivy.peng@yorkasia.com

Exhibit B

**Class 3 - Term Loan Claimants
 Served via Electronic Mail**

CreditorName	Email
AMERICAN MONEY MANAGEMENT CORPORATION - AMMC CLO 23, LIMITED	Email Address on File
AMERICAN MONEY MANAGEMENT CORPORATION - AMMC CLO 25, LIMITED	Email Address on File
AMERICAN MONEY MANAGEMENT CORPORATION-AMMC CLO 24, LIMITED	Email Address on File
AMERICAN MONEY MANAGEMENT CORPORATION-AMMC CLO 27 LTD	Email Address on File
AMMC CLO 18 LTD	Email Address on File
AMMC CLO 22, LIMITED	Email Address on File
AMMC CLO XI, LIMITED	Email Address on File
ARBOUR LANE CAPITAL MANAGEMENT LP-ALCOF III NUBT, L.P.	Email Address on File
CROSSINGBRIDGE ADVISORS LLC - BRNKR CPTL DSTNS TRS - DSTNS GBL FXD INCM OPRTS FD	Email Address on File
CROSSINGBRIDGE ADVISORS, LLC-CROSSINGBRIDGE RESPONSIBLE CREDIT FND	Email Address on File
CROSSINGBRIDGE ADVISORS, LLC-RIVERPARK STRATEGIC INCOME FND	Email Address on File
CROSSINGBRIDGE LOW DURATION HIGH YIELD FUND	Email Address on File
GC ADVISORS LLC - GEMS 6 SUB 2, LLC	Email Address on File
GC ADVISORS LLC - GEMS 6I SUB 1, L.P.	Email Address on File
GC ADVISORS LLC-GOLUB SAPPHIRE FUND, L.P.	Email Address on File
GC FINANCE OPERATIONS TRUST	Email Address on File
GC PE HOLDINGS LLC-OPAL BSL HOLDINGS 1 LLC	Email Address on File
GLENDON CAPITAL MANAGEMENT LP - GLENDON OPPORTUNITIES FUND II, L.P.	Email Address on File
GLENDON CAPITAL MANAGEMENT LP-GLENDON OPPORTUNITIES FUND III LP	Email Address on File
HPS INVESTMENT PARTNERS, LLC - PARK AVENUE INSTITUTIONAL ADVISERS CLO LTD 2017-1	Email Address on File
HPS INVESTMENT PARTNERS, LLC -PARK AVENUE INSTITUTIONAL ADVISERS CLO LTD 2021-1	Email Address on File
HPS INVESTMENT PARTNERS, LLC-PARK AVENUE INSTITUTIONAL ADVISERS CLO LTD 2016-1	Email Address on File
JPMORGAN BK BRANCH - 0802	Email Address on File
LCM 27 LTD.	Email Address on File
LCM 28 LTD.	Email Address on File
LCM 30 LTD.	Email Address on File
LCM ASSET MANAGEMENT LLC - LCM 26 LTD.	Email Address on File
LCM ASSET MANAGEMENT LLC - LCM 29 LTD.	Email Address on File
LCM ASSET MANAGEMENT LLC - LCM 31 LTD.	Email Address on File
LCM ASSET MANAGEMENT LLC - LCM 32 LTD.	Email Address on File
LCM ASSET MANAGEMENT LLC - LCM 33 LTD.	Email Address on File
LCM ASSET MANAGEMENT LLC - LCM 36 LTD.	Email Address on File
LCM ASSET MANAGEMENT LLC - LCM LOAN INCOME FUND I LTD.	Email Address on File
LCM ASSET MANAGEMENT LLC - LCM XXIV LTD	Email Address on File
LCM ASSET MANAGEMENT LLC-LCM 37 LTD	Email Address on File
LCM EURO II LLC-LCM 39 LTD	Email Address on File
LCM EURO II LLC-LCM 40 LTD	Email Address on File
LCM EURO LLC - LCM 35 LTD.	Email Address on File
LCM EURO LLC-LCM 34, LTD	Email Address on File
LCM EURO LLC-LCM 38 LTD.	Email Address on File

**Class 3 - Term Loan Claimants
 Served via Electronic Mail**

CreditorName	Email
LCM XIII LIMITED PARTNERSHIP	Email Address on File
LCM XIV LIMITED PARTNERSHIP	Email Address on File
LCM XV LIMITED PARTNERSHIP	Email Address on File
LCM XVI LIMITED PARTNERSHIP	Email Address on File
LCM XVII LIMITED PARTNERSHIP	Email Address on File
LCM XVIII LIMITED PARTNERSHIP	Email Address on File
LCM XXII LTD.	Email Address on File
LCM XXIII LTD.	Email Address on File
LCM XXV LTD.	Email Address on File
LOOMIS,SAYLES & CO, L.P.- LOOMIS SAYLES SENIOR FLOATING RATE & FIXED INCOME FUND	Email Address on File
MJX AM - VENTURE 37 CLO, LIMITED.	Email Address on File
MJX AM - VENTURE XXIII CLO LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC - VENTURE 38 CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC - VENTURE 42 CLO LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC - VENTURE 43 CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC - VENTURE XIX CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC-VENTURE 47 CLO, LTD.	Email Address on File
MJX VENTURE HOLDINGS II LP - VENTURE 48 CLO LTD	Email Address on File
MJX VENTURE MANAGEMENT II LLC-VENTURE 46 CLO, LIMITED	Email Address on File
MJX VENTURE MANAGEMENT III LLC - VENTURE 41 CLO, LIMITED	Email Address on File
NASSAU 2018-II LTD.	Email Address on File
NASSAU 2019-I LTD.	Email Address on File
NASSAU 2019-II LTD.	Email Address on File
NASSAU 2021-I LTD.	Email Address on File
NASSAU GLOBAL CREDIT LLC - NASSAU 2017-I LTD	Email Address on File
NASSAU GLOBAL CREDIT LLC - NASSAU 2020-I LTD	Email Address on File
NASSAU GLOBAL CREDIT LLC - NASSAU 2017-II LTD	Email Address on File
NASSAU GLOBAL CREDIT LLC - NASSAU 2018-I LTD	Email Address on File
TIKEHAU STRUCTURED CREDIT MANAGEMENT LLC - TIKEHAU US CLO I LTD	Email Address on File
TIKEHAU STRUCTURED CREDIT MANAGEMENT LLC - TIKEHAU US CLO IV, LTD.	Email Address on File
TIKEHAU STRUCTURED CREDIT MANAGEMENT LLC-TIKEHAU US CLO II LTD	Email Address on File
TIKEHAU STRUCTURED CREDIT MANAGEMENT LLC-TIKEHAU US CLO III LTD	Email Address on File
VENTURE 28A CLO, LIMITED	Email Address on File
VENTURE 31 CLO, LIMITED	Email Address on File
VENTURE 32 CLO, LIMITED	Email Address on File
VENTURE 33 CLO, LIMITED	Email Address on File
VENTURE 34 CLO, LIMITED	Email Address on File
VENTURE 35 CLO, LIMITED	Email Address on File
VENTURE 36 CLO LIMITED	Email Address on File
VENTURE 45 CLO LIMITED	Email Address on File
VENTURE XXIX CLO, LIMITED	Email Address on File
VENTURE XXVI CLO, LIMITED	Email Address on File
VENTURE XXVII CLO, LIMITED	Email Address on File
VENTURE XXVIII CLO LIMITED	Email Address on File
VENTURE XXX CLO, LIMITED	Email Address on File

**Class 3 - Term Loan Claimants
Served via Electronic Mail**

CreditorName	Email
Z CAPITAL CLO MANAGEMENT, L.L.C. - Z CAPITAL CREDIT PARTNERS CLO 2019-1 LTD.	Email Address on File
Z CAPITAL CREDIT PARTNERS CLO 2018-1 LTD.	Email Address on File
Z CAPITAL GROUP, L.L.C. - Z CAPITAL CREDIT PARTNERS CLO 2021-1 LTD.	Email Address on File
ZAIS CLO 11, LIMITED	Email Address on File
ZAIS CLO 6, LIMITED	Email Address on File
ZAIS CLO 7, LIMITED	Email Address on File
ZAIS LEVERAGED LOAN MASTER MANAGER, LLC - ZAIS CLO 17, LIMITED	Email Address on File

Exhibit C

Exhibit C

Master Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Country
State Attorney General	Arizona Attorney General	Attn Bankruptcy Department	2005 N Central Ave		Phoenix	AZ	85004-2926	
State Attorney General	California Attorney General	Attn Bankruptcy Department	1300 I St., Ste. 1740		Sacramento	CA	95814-2919	
Top 30 Creditor	DJS International Services, Inc.	FMC No. 3514NF – CHB No. 10709	4215 Gateway Dr., Suite #100		Colleyville	TX	76034	
Top 30 Creditor	DJS International Services, Inc.	Linda Stewart	P.O. Box 612785		Dallas	TX	75261	
Top 30 Creditor	Evergreen Shipping Agency (America) Corp	Rodney Bledsoe	16000 Dallas Pkwy		Dallas	TX	75248	
IRS	Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346		Philadelphia	PA	19101-7346	
Top 30 Creditor	J&O Plastics Inc	Mary Mohler	12475 Sheets Road		Rittman	OH	44270	
State Attorney General	Kansas Attorney General	Attn Bankruptcy Department	120 SW 10th Ave., 2nd Fl		Topeka	KS	66612-1597	
State Attorney General	Massachusetts Attorney General	Attn Bankruptcy Department	One Ashburton Place	20th Floor	Boston	MA	02108-1518	
State Attorney General	Mississippi Attorney General	Attn Bankruptcy Department	Walter Sillers Building	550 High St Ste 1200	Jackson	MS	39201	
State Attorney General	New Mexico Attorney General	Attn Bankruptcy Department	408 Galisteo St	Villagra Building	Santa Fe	NM	87501	
Top 30 Creditor	Ningbo Vacane Import & Export Co., LTD.	Amy Zheng	No 132, Chezhan West Road	Huangtang Town, Ninghai	Ningbo		315600	China
Top 30 Creditor	OXO International, Ltd.	Rebecca Simkins	601 W 26th St	Suite 1050	New York	NY	10001	
Top 30 Creditor	Rashon Hayes	Edwin Aiwazian, Counsel Representation	Lawyers for JUSTICE, PC	410 Arden Ave, Suite 203	Glendale	CA	91203	
Top 30 Creditor	Sapient Corporation	Jorge Badran	40 Water Street		Boston	MA	02109	
Top 30 Creditor	Swift Transportation Services, LLC	Virginia Henkels	P.O. Box 643985		Pittsburgh	PA	15264-3985	
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts	Attn Bankruptcy Section	Lyndon B Johnson State Office Building	111 East 17th St	Austin	TX	78774	
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts		PO Box 13528, Capitol Station		Austin	TX	78711-3528	
State Attorney General	Washington Attorney General	Attn Bankruptcy Department	1125 Washington St SE	PO Box 40100	Olympia	WA	98504-0100	

Exhibit D

**Contract Counterparty Service List
Served via First Class Mail**

CreditorName	Address1	City	State	Zip
Beyond, Inc.	799 W. Coliseum Way	Midvale	UT	84047

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

----- x
In re: : Chapter 11
: :
: Case No. 24-90627 (ARP)
THE CONTAINER STORE GROUP, INC., et al., :
: :
Debtors. ¹ : (Jointly Administered)
: :
----- :x

SUPPLEMENTAL CERTIFICATE OF SERVICE

I, Heather Fellows, depose and say that I am employed by Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”), the claims and noticing agent for the Debtors in the above-captioned case.

On January 15, 2025, at my direction and under my supervision, employees of Verita caused to be served per postal forwarding address the following documents via First Class Mail upon the service list attached hereto as **Exhibit A**:

- **Notice of (I) Commencement of Chapter 11 Cases, (II) Combined Hearing on Disclosure Statement, Prepackaged Joint Chapter 11 Plan, and Related Matters, (III) Objection Deadlines, and (IV) Summary of Prepackaged Joint Chapter 11 Plan** [Substantially in the form attached as Exhibit 1 to Docket No. 81]
- **Non-Voting Status Notice** [Substantially in the form attached as Exhibit 3 to Docket No. 81]
- **Release Opt-Out Form for Holders of Claims and Interests in Non-Voting Classes** [Substantially in the form attached as Exhibit 4A to Docket No. 81]

(Continued on Next Page)

¹ The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

- **Order Granting Complex Case Treatment** [Docket No. 37]

Dated: January 20, 2025

/s/ Heather Fellows

Heather Fellows

Verita

222 N Pacific Coast Highway, Suite 300

El Segundo, CA 90245

Tel. 310.823.9000

Exhibit A

Exhibit A

**Supplemental Class 1, 2, 4, 8 Non-Voting Creditor Matrix Parties
Served via First Class Mail**

CreditorName	Address1	City	State	Zip
Pilot Inc.	4889 4th St	Baldwin Park	CA	91706-2194
Victoria Woods	Address on File			

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

	X	
	:	
In re:	:	Chapter 11
	:	
THE CONTAINER STORE GROUP, INC., <i>et al.</i> ,	:	Case No. 24-90627 (ARP)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	X	

**FIRST AMENDED PREPACKAGED JOINT PLAN OF REORGANIZATION
OF THE CONTAINER STORE GROUP, INC. AND ITS DEBTOR
AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

HUNTON ANDREWS KURTH LLP

Timothy A. (“Tad”) Davidson II (Texas Bar No. 24012503)
Ashley L. Harper (Texas Bar No. 24065272)
Philip M. Guffy (Texas Bar No. 24113705)
600 Travis Street, Suite 4200
Houston, TX 77002
Telephone: (713) 220-4200
Email: taddavidson@HuntonAK.com
ashleyharper@HuntonAK.com
pguffy@HuntonAK.com

LATHAM & WATKINS LLP

George A. Davis (NY Bar No. 2401214)
Hugh Murtagh (NY Bar No. 3161759)
Tianjiao (TJ) Li (NY Bar No. 5689567)
Jonathan J. Weichselbaum (NY Bar No. 5676143)
1271 Avenue of the Americas
New York, NY 10020
Telephone: (212) 906-1200
Email: george.davis@lw.com
hugh.murtagh@lw.com
tj.li@lw.com
jon.weichselbaum@lw.com

Ted A. Dillman (CA Bar No. 258499)
355 South Grand Avenue, Suite 100
Los Angeles, CA 90071
Telephone: (213) 485-1234
Email: ted.dillman@lw.com

Dated: January 23, 2025
Houston, Texas

Proposed Counsel for the Debtors and Debtors in Possession

¹ The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, Texas 75019.

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**PREPACKAGED JOINT PLAN OF REORGANIZATION OF THE CONTAINER STORE
GROUP, INC. AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE
BANKRUPTCY CODE**

The Container Store Group, Inc. and each of the other debtors and debtors-in-possession in the above-captioned cases (collectively, the “**Debtors**”) propose this Plan (as defined herein) for the treatment and resolution of the outstanding Claims against, and Interests in, the Debtors. Capitalized terms used in this Plan and not otherwise defined have the meanings ascribed to such terms in Article I.A.

Although proposed jointly for administrative purposes, this Plan constitutes a separate Plan for each Debtor for the treatment and resolution of outstanding Claims and Interests therein pursuant to the Bankruptcy Code. The Debtors seek to consummate the Restructuring Transactions on the Effective Date of this Plan. Each Debtor is a proponent of this Plan within the meaning of section 1129 of the Bankruptcy Code. The classifications of Claims and Interests set forth in Article III shall be deemed to apply separately with respect to each Plan proposed by each Debtor, as applicable. This Plan does not contemplate substantive consolidation of any of the Debtors.

Reference is made to the Disclosure Statement for a discussion of the Debtors’ history, businesses, results of operations, historical financial information, projections, and future operations, as well as a summary and analysis of this Plan and certain related matters, including distributions to be made under this Plan. There also are other agreements and documents, which shall be filed with the Bankruptcy Court, that are referenced in this Plan, the Plan Supplement, or the Disclosure Statement as exhibits and schedules. All such exhibits and schedules are incorporated into and are a part of this Plan as if set forth in full herein. Subject to certain restrictions and requirements set forth in 11 U.S.C. § 1127, Fed. R. Bankr. P. 3019, and the terms and conditions set forth in the Transaction Support Agreement and this Plan, the Debtors reserve the right to alter, amend, modify, revoke, or withdraw this Plan before its substantial consummation.

**ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THIS PLAN ARE
ENCOURAGED TO READ THIS PLAN AND THE DISCLOSURE STATEMENT IN THEIR
ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THIS PLAN.**

**Article I.
DEFINED TERMS AND RULES OF INTERPRETATION**

A. *Defined Terms*

The following terms shall have the following meanings when used in capitalized form herein:

1. “**Ad Hoc Group**” means that certain ad hoc group of Holders of Prepetition Term Loan Claims advised by the Ad Hoc Group Advisors, as may be reconstituted from time to time.

2. “**Ad Hoc Group Advisors**” means Paul Hastings LLP, AlixPartners, LLP, Greenhill & Co., LLC., and such other professional advisors as are retained by the Ad Hoc Group with the consent of the Debtors (not to be unreasonably withheld).

3. “**Administrative Claim**” means a Claim for costs and expenses of administration under sections 503(b), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) Professional Fee Claims, to the extent Allowed by the Bankruptcy Court; (c) all fees and charges assessed against the Estates under chapter 123 of title 28 United States Code, 28 U.S.C. §§ 1911-1930; (d) Cure Costs; and (e) Restructuring Fees and Expenses, in

accordance with the Transaction Support Agreement or the DIP/Cash Collateral Orders, as applicable; *provided*, that the foregoing clauses (a) through (e) shall not be interpreted as enlarging the scope of sections 503(b), 507(b), or 1114(e)(2) of the Bankruptcy Code. For the purposes of treatment and distributions under the Plan, if the Transaction Support Agreement remains effective, the DIP Claims shall be subject to Article II(B).

4. “**Affiliate**” means, with respect to any Entity, all Entities that would fall within the definition of an “affiliate” as such term is defined in section 101(2) of the Bankruptcy Code. With respect to any Entity that is not a Debtor, the term “Affiliate” shall apply to such Entity as if the Entity were a Debtor.

5. “**Agents**” means, collectively, the Prepetition Agents, the DIP Agents, and the Exit Facility Agents, in each case including any successors thereto.

6. “**Allowed**” means with respect to any Claim or Interest (or any portion thereof): (a) any Claim or Interest as to which no objection to allowance, priority, or secured status, and no request for estimation or other challenge, including pursuant to section 502(d) of the Bankruptcy Code or otherwise, has been interposed (either in the Bankruptcy Court or in the ordinary course of business) on or before any applicable period of limitation under applicable law or such other applicable period of limitation fixed by the Bankruptcy Court; (b) any Claim or Interest as to which the liability of the Debtors and the amount thereof are determined by a Final Order of the Bankruptcy Court or a court of competent jurisdiction other than the Bankruptcy Court, either before or after the Effective Date, including, for the avoidance of doubt, the DIP/Cash Collateral Orders; or (c) any Claim or Interest expressly deemed Allowed by this Plan. Notwithstanding the foregoing: (x) any Claim or Interest that is expressly disallowed pursuant to this Plan shall not be Allowed unless otherwise ordered by the Bankruptcy Court; (y) unless otherwise specified in this Plan, the Allowed amount of Claims shall be subject to and shall not exceed the limitations under or maximum amounts permitted by the Bankruptcy Code, including sections 502 or 503 of the Bankruptcy Code, to the extent applicable; and (z) the Reorganized Debtors shall retain all claims and defenses with respect to Allowed Claims that are reinstated or otherwise Unimpaired pursuant to this Plan. “Allow,” “Allows,” and “Allowing” shall have correlative meanings.

7. “**Assumed Employee Agreements**” means all existing employment agreements between the Debtors and employees of the Debtors as of the Petition Date (other than awards of stock options, restricted stock, restricted stock units, and other equity awards, equity or equity-based incentive plans, employee stock purchase plans, and any other agreements or awards).

8. “**Avoidance Actions**” means any and all actual or potential avoidance, recovery, subordination, or similar actions or remedies that may be brought by or on behalf of the Debtors or the Estates under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies arising under chapter 5 and section 724(a) of the Bankruptcy Code of the Bankruptcy Code or under similar or related local, state, federal, or foreign statutes and common law, including fraudulent transfer laws, fraudulent conveyance laws, or other similar related laws, in each case whether or not litigation to prosecute such Claim(s) and Cause(s) of Action was commenced prior to the Effective Date.

9. “**Bankruptcy Code**” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time and as applicable to the Chapter 11 Cases.

10. “**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of Texas, Houston Division, or such other court having jurisdiction over the Chapter 11 Cases.

11. “**Bankruptcy Rules**” means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075, as applicable to the Chapter 11 Cases, the Federal Rules of Civil Procedure, as applicable to the Chapter 11 Cases or any proceedings therein, and the general, local, and chambers rules of the Bankruptcy Court, in each case as amended from time to time and as applicable to the Chapter 11 Cases.

12. “**Business Day**” means any day, other than a Saturday, Sunday, or “legal holiday” (as that term is defined in Bankruptcy Rule 9006(a)), on which commercial banks are open for commercial business with the public in New York City, New York.

13. “**Cash**” means the legal tender of the United States of America or the equivalent thereof.

14. “**Cash Collateral**” has the meaning set forth in section 363(a) of the Bankruptcy Code.

15. “**Causes of Action**” means any action, Claim, cross-claim, third-party claim, cause of action, controversy, dispute demand, right, Lien, indemnity, contribution, interest, guaranty, suit, obligation, liability, lost, debt, fee or expense, damage, judgment, account, defense, offset, power, privilege, proceeding, franchise, remedy, and license of any kind or character whatsoever, whether known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, as applicable, in contract or in tort, in law (whether local, state, or federal U.S. or non-U.S. law) or in equity, or pursuant to any other theory of local, state, or federal U.S. or non-U.S. law. For the avoidance of doubt, “Causes of Action” include: (a) any right of setoff, counterclaim, or recoupment; (b) any Claim based on or relating to, or in any manner arising from, in whole or in part, tort, breach of contract, breach of fiduciary duty, actual or constructive fraudulent transfer or fraudulent conveyance or voidable transaction or similar law, violation of local, state, or federal or non-U.S. law or breach of any duty imposed by law or in equity, including securities laws, negligence, and gross negligence; (c) any Claim pursuant to section 362 or chapter 5 of the Bankruptcy Code or similar local, state, or federal U.S. or non-U.S. law; (d) any Claim or defense including fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; (e) any Avoidance Actions relating to or arising from any state or foreign law pertaining to any Avoidance Action, including preferential transfer, actual or constructive fraudulent transfer, fraudulent conveyance, or similar Claim; (f) the right to object to or otherwise contest Claims or Interests; and (g) any “lender liability” or equitable subordination Claims or defenses.

16. “**Chapter 11 Cases**” means (a) when used with reference to a particular Debtor, the voluntary case Filed for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court and (b) when used with reference to all Debtors, the jointly administered chapter 11 cases for all of the Debtors.

17. “**Claim**” means any claim, as defined in section 101(5) of the Bankruptcy Code. Except where otherwise provided in context, “Claim” refers to such a claim against any of the Debtors.

18. “**Claims Register**” means the official register of Claims and Interests maintained by the Notice and Claims Agent.

19. “**Class**” means a category of Claims or Interests as set forth in Article III pursuant to section 1122(a) of the Bankruptcy Code.

20. “**Combined Hearing**” means the hearing conducted by the Bankruptcy Court to consider the final approval of the Disclosure Statement and final Confirmation of this Plan, as such hearing may be adjourned or continued from time to time.

21. “**Combined Order**” means the order of the Bankruptcy Court approving the Disclosure Statement pursuant to sections 1125, 1126(b), and 1145 of the Bankruptcy Code and confirming this Plan pursuant to section 1129 of the Bankruptcy Code, which order shall be consistent with the terms and conditions of the Transaction Support Agreement and otherwise in form and substance acceptable to the Debtors and the Required Consenting Term Lenders.

22. “**Compensation and Benefits Programs**” means all employment, confidentiality, and non-competition agreements, bonus, gainshare, and incentive programs (other than awards of equity interests, stock options, restricted stock, restricted stock units, warrants, rights, convertible, exercisable, or exchangeable securities, stock appreciation rights, phantom stock rights, redemption rights, profits interests, equity-based awards, or contractual rights to purchase or acquire equity interest at any time and all rights arising with respect thereto), vacation, holiday pay, severance, retirement, savings, supplemental retirement, executive retirement, pension, deferred compensation, medical, dental, vision, life and disability insurance, flexible spending account, and other health and welfare benefit plans, employee expense reimbursement, and other compensation and benefit obligations of the Debtors, and all amendments and modifications thereto, applicable to the Debtors’ employees, former employees, retirees, and non-employee directors and the employees, former employees, and retirees of their subsidiaries.

23. “**Confirmation**” means the entry of the Combined Order or any Final Order Confirming the Plan entered by the Bankruptcy Court on the docket of the Chapter 11 Cases.

24. “**Confirmation Date**” means the date on which Confirmation occurs.

25. “**Consenting Stakeholders**” means, collectively, the Consenting Stockholders and Consenting Term Lenders.

26. “**Consenting Stockholders**” means Holders (or beneficial holders) of, or nominees, investment managers, investment advisors, or subadvisors to or managers of funds, accounts and/or subaccounts that beneficially hold, or trustees of trusts that beneficially hold, Existing Equity Interests that have executed and delivered counterpart signature pages to the Transaction Support Agreement, or signature pages to a Joinder or Transfer Agreement (as applicable), to counsel to the Debtors and the Ad Hoc Group Advisors.

27. “**Consenting Term Lenders**” means Holders (or beneficial holders) of, or nominees, investment managers, investment advisors, or subadvisors to or managers of funds, accounts and/or subaccounts that beneficially hold, or trustees of trusts that beneficially hold, outstanding Prepetition Term Loan Claims that have executed and delivered counterpart signature pages to the Transaction Support Agreement, or signature pages to a Joinder or Transfer Agreement (as applicable), to counsel to the Debtors and the Ad Hoc Group Advisors.

28. “**Cure Cost**” means any and all amounts, including an amount of \$0.00, required to cure any monetary defaults under any Executory Contract or Unexpired Lease (or such lesser amount as may be agreed upon by the parties under an Executory Contract or Unexpired Lease) that is to be assumed by the Debtors pursuant to sections 365 or 1123 of the Bankruptcy Code.

29. “**D&O Insurance Policies**” means, collectively, all insurance policies (including any “tail coverage” and all agreements, documents, or instruments related thereto) issued at any time to, or providing coverage to, any of the Debtors or any of the Debtors’ current or former directors, members, managers, or officers for alleged Wrongful Acts (as defined in the D&O Insurance Policies), or similarly defined triggering acts, in their capacity as such.

30. “**Debtor Release**” means the releases set forth in Article IX.B.
31. “**Debtors**” has the meaning set forth in the preamble to this Plan.
32. “**Definitive Documents**” means all of the definitive documents necessary to implement the Restructuring Transactions set forth in Section 3.01 of the Transaction Support Agreement, and, in each case, any amendments, modifications, and supplements thereto and any related notes, certificates, agreements, documents, and instruments (as applicable), including, but not limited to: (a) this Plan and all documentation necessary to consummate this Plan, including the Plan Supplement, the Disclosure Statement, the Solicitation Procedures Motion, the Solicitation Procedures Order, the Solicitation Materials, and the Combined Order (including any exhibits or supplements filed with respect to each of the foregoing); (b) the DIP Facilities Documents (including the DIP/Cash Collateral Motion and the DIP/Cash Collateral Orders); (c) the Exit Facilities Documents; (d) the New Organizational Documents; (e) the Restructuring Transaction Steps Memorandum; and (f) all other customary documents delivered in connection with transactions of this type (including any and all material documents, Bankruptcy Court or other judicial or regulatory orders, amendments, supplements, pleadings (including the First Day Pleadings and all orders sought pursuant thereto), motions, filings, exhibits, schedules, appendices, or modifications to any of the foregoing and any related notes, certificates, agreements, and instruments (as applicable) necessary to implement the Restructuring Transactions), which in each case shall be subject to the consent rights set forth in Section 3.02 of the Transaction Support Agreement.
33. “**DIP & Exit ABL Commitment Letter**” means the debtor-in-possession revolving credit facility and exit revolving credit facility commitment letter attached as Exhibit 5 to the Transaction Term Sheet (including all annexes, exhibits, schedules and other attachments thereto).
34. “**DIP ABL Credit Agreement**” means that certain Senior Secured Superpriority Debtor-In-Possession Revolving Credit Agreement in respect of the DIP ABL Credit Facility, substantially in the form attached to the DIP & Exit ABL Commitment Letter, as amended, restated, amended and restated, modified or supplemented for time to time in accordance with the terms thereof.
35. “**DIP ABL Credit Facility**” means the debtor-in-possession revolving credit facility provided by the DIP ABL Lenders.
36. “**DIP ABL Credit Facility Documents**” means the DIP/Cash Collateral Orders, the DIP & Exit ABL Commitment Letter, and the DIP ABL Credit Agreement, together with all other related documents, instruments, and agreements in respect of the DIP Term Loan Facility, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.
37. “**DIP ABL Lender**” means Eclipse Business Capital LLC.
38. “**DIP ABL Loan Agent**” means Eclipse Business Capital LLC as the administrative agent and collateral agent under the DIP ABL Credit Agreement.
39. “**DIP ABL Loan Agent Advisors**” means Riemer & Braunstein LLP and Frost Brown Todd LLP and such other professional advisors as are retained by the DIP ABL Loan Agent with the consent of the Debtors (not to be unreasonably withheld).
40. “**DIP ABL Loan Claims**” means any Claim on account of loans and any other obligations arising under or pursuant to the DIP ABL Credit Agreement.

41. “**DIP Agents**” means, the DIP ABL Loan Agent and the DIP Term Loan Agent, collectively.

42. “**DIP Backstop Allocation Schedule**” means the backstop allocation schedule in respect of the DIP Term Loan Facility attached as Exhibit 1 to the Transaction Term Sheet.

43. “**DIP Backstop Parties**” means certain Consenting Term Lenders set forth on the DIP Backstop Allocation Schedule that have agreed to backstop and fund the full amount of the DIP Term Loan Facility.

44. “**DIP Budget**” means the budget for use of the DIP Term Loans, as approved by the Required DIP Term Lenders.

45. “**DIP Claims**” means (i) DIP ABL Loan Claims and (ii) DIP Term Loan Claims.

46. “**DIP Commitment Premium**” means the Pro Rata Share of a commitment premium that each DIP Term Lender receives in exchange for the DIP Term Lenders’ commitments to fund the New Money DIP Term Loans, which shall equal two percent (2%) of New Money DIP Term Loans paid in kind in the form of New Money DIP Term Loans; *provided*, that any interest on additional DIP Term Loans payable as part of the DIP Commitment Premium shall be payable in kind. The DIP Commitment Premium shall be earned upon the entry of the Interim DIP/Cash Collateral Order, and thereafter constitute DIP Term Loan Claims.

47. “**DIP Credit Agreements**” means (i) the DIP ABL Credit Agreement and (ii) the DIP Term Loan Credit Agreement.

48. “**DIP Equity Premium**” means the pro rata share, based on such Holder’s ratable share of the First-Out DIP Term Loans (as defined in the DIP/Cash Collateral Orders), of an equity premium that each DIP Term Lender receives in exchange for the DIP Term Lenders’ agreement to fund the DIP Term Loan Facility and convert the full amounts of DIP Term Loans (including accrued and unpaid interest) outstanding as of the Effective Date into Exit Term Loans, which shall equal sixty-four percent (64%) of the New Equity Interests, subject to dilution by the Management Incentive Plan. The DIP Equity Premium shall be earned on the entry of the Final DIP/Cash Collateral Order and payable on the Effective Date and conversion of such DIP Term Loans to Exit Term Loans.

49. “**DIP Facilities**” means (i) the DIP Term Loan Facility and (ii) the DIP ABL Credit Facility.

50. “**DIP Facilities Documents**” means the DIP Term Loan Facility Documents and the DIP ABL Credit Facility Documents, including the Fronting Letter, DIP/Cash Collateral Motions, the DIP/Cash Collateral Orders, DIP Budget and the DIP Credit Agreements, together with all other related documents, instruments, and agreements delivered or entered into in respect of the DIP Facilities, including, without limitation, any payoff letter in respect of the Prepetition ABL Facility, any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

51. “**DIP Intercreditor Agreement**” has the meaning assigned in the DIP/Cash Collateral Orders.

52. “**DIP Put Option Premium**” means the Pro Rata Share of a backstop premium that each of the DIP Backstop Parties is entitled to receive in exchange for its agreement to backstop the New Money DIP Term Loans, which shall equal five percent (5%) of the New Money DIP Term Loans paid in kind in the form of New Money DIP Term Loans. The DIP Put Option Premium shall be earned on the date of execution of the Transaction Support Agreement, but subject to the entry of the Interim DIP/Cash Collateral Order, and thereafter constitute DIP Term Loan Claims.

53. “**DIP Roll-Up Term Loan Claim**” means any Claim arising under or related to the DIP Roll-Up Term Loans.

54. “**DIP Roll-Up Term Loans**” means the refinanced, on a dollar-for-dollar basis, Prepetition Term Loans in an original aggregate principal amount of \$75 million under the DIP Term Loan Credit Agreement.

55. “**DIP Term Lenders**” means the lenders holding the DIP Term Loans.

56. “**DIP Term Loan Agent**” means either Acquiom Agency Services LLC as co-administrative agent or Seaport Loan Products LLC, as co-administrative agent and Acquiom Agency Services LLC as collateral agent under the DIP Term Loan Credit Agreement, and any successors, assignees, or delegates thereof.

57. “**DIP Term Loan Agent Advisors**” means Paul Hastings LLP and such other professional advisors as are retained by the DIP Term Loan Agent with the consent of the Debtors (not to be unreasonably withheld).

58. “**DIP Term Loan Claim**” means any and all Claims on account of, arising from, arising under, or related to the DIP Term Loan Facility, the DIP Term Loan Credit Agreement, or the DIP/Cash Collateral Orders, including Claims for the aggregate outstanding principal amount of, plus unpaid interest on, the DIP Term Loans, and all fees (including the DIP Put Option Premium and the DIP Commitment Premium) and other expenses related thereto and arising and payable under the DIP Term Loan Facility, including the DIP Roll-Up Term Loan Claims and the New Money DIP Term Loan Claims.

59. “**DIP Term Loan Credit Agreement**” means that certain Senior Secured Super-Priority Priming Term Loan Debtor-in-Possession Credit Agreement in respect of the DIP Term Loan Facility, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

60. “**DIP Term Loan Facility**” means the senior secured debtor-in-possession credit facility provided by the DIP Term Lenders under the DIP Term Loan Credit Agreement.

61. “**DIP Term Loan Facility Documents**” means the DIP/Cash Collateral Orders, the DIP Term Loan Credit Agreement, and DIP Intercreditor Agreement together with all other related documents, instruments, and agreements in respect of the DIP Term Loan Facility, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

62. “**DIP Term Loans**” means the New Money DIP Term Loans and the DIP Roll-Up Term Loans.

63. “**DIP/Cash Collateral Motion**” means the motion(s) seeking approval of the Debtors’ use of Cash Collateral and requesting approval to obtain the DIP Facilities on terms substantially the same as

those set forth in the Transaction Support Agreement (including the term sheets attached thereto) and the DIP Facilities Documents.

64. “**DIP/Cash Collateral Orders**” means, together, the Interim DIP/Cash Collateral Order and Final DIP/Cash Collateral Order.

65. “**Disclosure Statement**” means the disclosure statement for this Plan, including all exhibits and schedules thereto, as amended, supplemented, or modified from time to time in a manner acceptable to the Debtors and Required Consenting Term Lenders, that is prepared and distributed in accordance with sections 1125, 1126(b), and 1145 of the Bankruptcy Code, Bankruptcy Rule 3018, and other applicable law.

66. “**Disputed**” means, with respect to any Claim or Interest, except as otherwise provided herein, a Claim or Interest that is not yet Allowed, but has not yet been disallowed pursuant to this Plan, the Bankruptcy Code, or a Final Order by the Bankruptcy Court or other court of competent jurisdiction.

67. “**Distribution Agent**” means the Reorganized Debtors or any party designated by the Debtors or Reorganized Debtors to serve as distribution agent under this Plan.

68. “**Distribution Record Date**” means, other than with respect to publicly held securities, the date for determining which Holders of Claims are eligible to receive distributions under this Plan on account of Allowed Claims, which date shall be the Confirmation Date or such other date agreed to by the Debtors and the Required DIP Term Lenders, subject to Article VIII.

69. “**DTC**” means the Depository Trust Company or any successor thereto.

70. “**Effective Date**” means the date on which all conditions specified in Article VIII.A have been (a) satisfied or (b) waived pursuant to Article VIII.B. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter with the consent of the Debtors and the Required Consenting Term Lenders.

71. “**Entity**” means an entity as defined in section 101(15) of the Bankruptcy Code.

72. “**Estate**” means, as to each Debtor, the estate created for such Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

73. “**Exchange Act**” means the Securities Exchange Act of 1934, as now in effect or hereafter amended, or any regulations promulgated thereunder.

74. “**Exculpated Party**” means each Debtor.

75. “**Executory Contract**” means a contract to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code, other than an Unexpired Lease.

76. “**Existing Equity Interest**” means any issued, unissued, authorized, or outstanding shares or common stock, preferred shares, or other instrument evidencing an ownership interest in the Parent, whether or not transferable, together with any warrants, equity-based awards, or contractual rights to purchase or acquire such equity interests (including under any employment or benefits agreement) at any time and all rights arising with respect thereto that existed immediately before the Effective Date. For the avoidance of doubt, Existing Equity Interests include any equity interests issued to Parent’s current or

former employees and non-employee directors, various forms of long-term incentive compensation, including stock options, stock appreciation rights, restricted stock, restricted stock units, performance shares/units, incentive awards, cash awards, and other stock-based awards, in each case, whether vested or unvested.

77. “**Exit ABL Agent**” means Eclipse Business Capital LLC, in its capacity as the agent under the senior secured asset-based revolving credit facility under the Exit ABL Credit Agreement.

78. “**Exit ABL Credit Agreement**” means the credit agreement between Reorganized Parent or its subsidiaries or Affiliates, as applicable, and the lenders party thereto to effectuate the issuance of the Exit ABL Loans.

79. “**Exit ABL Loans**” means loans under the senior secured asset based revolving credit facility under the Exit ABL Credit Agreement.

80. “**Exit Facilities**” means the facilities under which the Exit ABL Loans and Exit Term Loans shall be issued.

81. “**Exit Facilities Documents**” means the DIP & Exit ABL Commitment Letter, Exit Term Loan Documents, and Exit Intercreditor Agreement, together with all other related documents, instruments, and agreements in respect of the Exit Facilities, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

82. “**Exit Facility Agent Advisors**” means Paul Hastings LLP and such other professional advisors as are retained by the Exit Facility Agents with the consent of the Debtors or Reorganized Debtors (not to be unreasonably withheld).

83. “**Exit Facility Agents**” means the Exit ABL Agent and the Exit Term Loan Agent.

84. “**Exit Intercreditor Agreement**” means the intercreditor agreement(s) to be effective as of the Effective Date relating to the Exit Facilities, which may be the Prepetition Intercreditor Agreement or be substantially similar to the Prepetition Intercreditor Agreement.

85. “**Exit Term Lenders**” means the lenders holding the Exit Term Loans.

86. “**Exit Term Loan Agent**” means Acquiom Agency Services LLC, in its capacity as administrative agent and collateral agent under the Exit Term Loan Credit Agreement and any replacement or successor agent thereto.

87. “**Exit Term Loan Credit Agreement**” means the credit agreement between Reorganized Parent or its subsidiaries or Affiliates, as applicable, and the lenders party thereto to effectuate the issuance of the Exit Term Loans.

88. “**Exit Term Loan Documents**” means the Exit Term Loan Credit Agreement and together with all other related documents, instruments, and agreements in respect of the Exit Term Loans, in each case, as amended, restated, modified, or supplemented from time to time.

89. “**Exit Term Loans**” means First-Out Exit Term Loans and Second-Out Exit Term Loans.

90. “**File**” or “**Filed**” or “**Filing**” means file, filed, or filing, respectively, with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

91. **“Final DIP/Cash Collateral Order”** means any order (and all exhibit and schedules thereto, including any budget) entered by the Bankruptcy Court on a final basis: (a) approving the DIP Facilities, the DIP Facilities Documents, and the DIP/Cash Collateral Motion; (b) authorizing the Debtors’ use of Cash Collateral; and (c) providing for adequate protection of secured creditors.

92. **“Final Order”** means an order entered by the Bankruptcy Court or other court of competent jurisdiction: (a) that has not been reversed, stayed, modified, amended, or revoked, and as to which (i) any right to appeal or seek leave to appeal, certiorari, review, reargument, stay, or rehearing has been waived or (ii) the time to appeal or seek leave to appeal, certiorari, review, reargument, stay, or rehearing has expired and no appeal, motion for leave to appeal, or petition for certiorari, review, reargument, stay, or rehearing is pending or (b) as to which an appeal has been taken, a motion for leave to appeal, or petition for certiorari, review, reargument, stay, or rehearing has been filed and (i) such appeal, motion for leave to appeal or petition for certiorari, review, reargument, stay, or rehearing has been resolved by the highest court to which the order or judgment was appealed or from which leave to appeal, certiorari, review, reargument, stay, or rehearing was sought and (ii) the time to appeal (in the event leave is granted) further or seek leave to appeal, certiorari, further review, reargument, stay, or rehearing has expired and no such appeal, motion for leave to appeal, or petition for certiorari, further review, reargument, stay, or rehearing is pending; *provided*, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not preclude such order from being a Final Order.

93. **“First Day Pleadings”** means any petition, motion, application, or proposed order filed at the commencement of the Chapter 11 Cases that the Debtors determine are necessary or desirable to file with the Bankruptcy Court.

94. **“First-Out Exit Term Loans”** means term loans under the Exit Term Loan Credit Agreement comprising converted New Money DIP Term Loans (inclusive of DIP Term Loans paid as part of the DIP Put Option Premium and the DIP Commitment Premium).

95. **“Fronting Letter”** means the fronting letter with the fronting bank regarding the seasoning or syndication process.

96. **“General Administrative Claim”** means any Administrative Claim, other than a Professional Fee Claim, a Claim for Restructuring Fees and Expenses (in accordance with the Transaction Support Agreement or the DIP/Cash Collateral Orders, as applicable), a DIP Claim, or a Claim for fees and charges assessed against the Estates under chapter 123 of title 28 United States Code, 28 U.S.C. §§ 1911-1930.

97. **“General Unsecured Claim”** means any Unsecured Claim including (a) Claims arising from the rejection of Unexpired Leases or Executory Contracts (if any) and (b) Claims arising from any litigation or other court, administrative, or regulatory proceeding, including damages or judgments entered against, or settlement amounts owing by a Debtor in connection therewith.

98. **“Governance Term Sheet”** means the term sheet setting forth the preliminary material terms in respect of the corporate governance of Reorganized Parent to be included in the Plan Supplement, including all exhibits and schedules thereto, as it may be altered, amended, modified, or supplemented from time to time in accordance with the terms of the Transaction Support Agreement.

99. **“Governmental Unit”** means a governmental unit as defined in section 101(27) of the Bankruptcy Code.

100. “**Holder**” means an Entity holding a Claim or Interest, as applicable.

101. “**Impaired**” means, with respect to any Claim or Interest, a Claim or Interest that is “impaired” within the meaning of section 1124 of the Bankruptcy Code.

102. “**Indemnification Provisions**” means each of the Debtors’ indemnification provisions in effect as of the Petition Date, whether in the Debtors’ memoranda and articles of association, bylaws, certificates of incorporation, other formation documents, board resolutions, management or indemnification agreements, employment contracts, or otherwise providing a basis for any obligation of a Debtor to indemnify, defend, reimburse, or limit the liability of, or to advance fees and expenses to, any of the Debtors’ current and former directors, officers, equity holders, managers, members, employees, accountants, investment bankers, attorneys, and other professionals of the Debtors, and each of the foregoing solely in their capacity as such.

103. “**Insurance Contracts**” means (a) any and all insurance policies issued at any time to, or that otherwise may provide or may have provided coverage to, any of the Debtors, regardless of whether the insurance policies were issued to a Debtor or to a Debtor’s prior Affiliates, subsidiaries, or parents or otherwise, or to any of their predecessors, successors, or assigns; (b) any and all agreements, documents, surety bonds, or other instruments relating thereto, including any and all agreements with a third party administrator for claims handling, risk control or related services, any and all D&O Insurance Policies, and any and all Workers’ Compensation Contracts; and (c) any and all collateral documents and security agreements securing the Debtor’s obligations under the insurance policies, including, without limitation, escrow accounts, deposit accounts, Cash Collateral, and letters of credit. For the avoidance of doubt, Insurance Contracts include any insurance policies issued at any time to the Debtors’ prior Affiliates, subsidiaries, and parents or otherwise, or to any of their predecessors, successors, or assigns, under which Debtors had, have, or may have any rights solely to the extent of the Debtors’ rights thereunder.

104. “**Insurer**” means any company or other Entity that issued or entered into an Insurance Contract (including any third-party administrator) and any respective predecessors and/or Affiliates thereof.

105. “**Intercompany Claim**” means a prepetition Claim held by a Debtor or Non-Debtor Affiliate against a Debtor.

106. “**Intercompany Interest**” means any issued, unissued, authorized, or outstanding shares of common stock, preferred stock, or other instrument evidencing an ownership interest in any Debtor other than the Parent, whether or not transferable, together with any warrants, equity-based awards, or contractual rights to purchase or acquire such equity interests at any time and all rights arising with respect thereto that existed immediately before the Effective Date.

107. “**Interests**” means any equity security within the meaning of section 101(16) of the Bankruptcy Code, including, collectively, the shares (or any class thereof), common stock, preferred stock, limited liability company interests, membership interests, and any other equity, ownership, or profits interests in any Debtor, and options, warrants, rights, stock appreciation rights, phantom units, incentives, commitments, calls, redemption rights, repurchase rights, or other securities or arrangements to acquire or subscribe for, or which are convertible into, or exercisable or exchangeable for, the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, membership interests, or any other equity, ownership, or profits interests in any Debtor or its Affiliates and subsidiaries (in each case whether or not arising under or in connection with any employment agreement).

108. “**Interim DIP/Cash Collateral Order**” means any order (and all exhibit and schedules thereto, including any budget) entered by the Bankruptcy Court on an interim basis: (a) approving the DIP

Facilities, the DIP Facilities Documents, and the DIP/Cash Collateral Motion; (b) authorizing the Debtors' use of Cash Collateral; and (c) providing for adequate protection of secured creditors.

109. **“Joinder”** means a joinder to the Transaction Support Agreement, substantially in the form attached as Exhibits C or D thereto, providing, among other things, that such Person signatory thereto is bound by the terms of the Transaction Support Agreement to the extent provided therein.

110. **“Lien”** means a lien as defined in section 101(37) of the Bankruptcy Code.

111. **“Local Rules”** means the Bankruptcy Local Rules for the Southern District of Texas.

112. **“Management Incentive Plan”** means, the management incentive plan to be adopted by the Reorganized Board on or around the Effective Date, which shall provide for the issuance of up to 10% of the New Equity Interests to management, key employees, and/or directors of the Reorganized Debtors of the fully diluted New Equity Interests.

113. **“New Equity Interests”** means the outstanding equity interests in Reorganized Parent to be authorized, issued, or reserved on the Effective Date, which interests may be membership interests of a limited liability company or common equity interests of a corporation.

114. **“New Money DIP Term Loan Claim”** means any Claim arising under or related to the New Money DIP Term Loans.

115. **“New Money DIP Term Loans”** means new money loans in an original aggregate principal amount of \$40 million (plus all fees payable in kind) provided by the DIP Term Lenders under the DIP Term Loan Credit Agreement.

116. **“New Organizational Documents”** means the new Organizational Documents of Reorganized Parent and its direct or indirect subsidiaries, after giving effect to the Restructuring Transactions, as applicable, including any shareholders agreement, limited liability company agreement, or similar document.

117. **“Non-Debtor Affiliates”** means all of the Affiliates of the Debtors, other than the other Debtors.

118. **“Notice and Claims Agent”** means Kurtzman Carson Consultants, LLC dba Verita Global, in its capacity as noticing, claims, and solicitation agent for the Debtors, pursuant to an order of the Bankruptcy Court.

119. **“Organizational Documents”** means, with respect to any Person other than a natural person, the organizational and governance documents for each such Person, including, without limitation, certificates of incorporation, certificates of formation, certificates of limited partnership, articles of organization (or equivalent organizational documents), certificates of designation for preferred stock or other forms of preferred equity, by-laws, partnership agreements, operating agreements, limited liability company agreements, shareholders' agreements, members' agreement, or equivalent governing documents.

120. **“Other Priority Claim”** means any Allowed Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than: (a) Administrative Claims or (b) Priority Tax Claims.

121. “**Other Secured Claim**” means any Allowed Secured Claim other than the DIP ABL Loan Claims, DIP Term Loan Claims, Prepetition ABL Claims and Prepetition Term Loan Claims.

122. “**Parent**” means The Container Store Group, Inc., a Delaware corporation with a mailing address of 500 Freeport Parkway, Coppell, TX 75019.

123. “**Person**” means a person as defined in section 101(41) of the Bankruptcy Code.

124. “**Petition Date**” means the date on which the Debtors file their voluntary chapter 11 petitions, which is expected to occur on or about December 22, 2024.

125. “**Plan**” means this prepackaged joint plan of reorganization under chapter 11 of the Bankruptcy Code, as it may be altered, amended, modified, or supplemented from time to time in accordance with the terms of the Transaction Support Agreement, the Bankruptcy Code, the Bankruptcy Rules, or the terms hereof, as the case may be, and the Plan Supplement, which is incorporated herein by reference, including all exhibits and schedules hereto and thereto.

126. “**Plan Supplement**” means one or more supplemental appendices to this Plan, which shall include, among other things, draft forms of documents (or terms sheets thereof), schedules, and exhibits to this Plan, in each case subject to the provisions of the Transaction Support Agreement, the Transaction Term Sheet, or the DIP & Exit ABL Commitment Letter, as applicable, and as may be amended, modified, or supplemented from time to time on or before the Effective Date, including the following documents: (a) the New Organizational Documents, (b) the Exit Facilities Documents, (c) to the extent known and determined, a document disclosing the identity of the members of the Reorganized Board, (d) the Rejected Executory Contract/Unexpired Lease List, (e) a schedule of retained Causes of Action, (f) the Governance Term Sheet; (g) the Restructuring Transaction Steps Memorandum; and (h) such other documents as may be specified in this Plan.

127. “**Plan Supplement Filing Date**” means the date on which the Plan Supplement is Filed with the Bankruptcy Court, which shall be at least five (5) Business Days before the deadline to File objections to Confirmation.

128. “**Prepetition ABL Claims**” means any and all Claims arising under, derived from, or based upon the Prepetition ABL Facility including, without limitation, all Obligations (as defined in the Prepetition ABL Credit Agreement).

129. “**Prepetition ABL Credit Agreement**” means that certain Credit Agreement, dated as of April 6, 2012, as amended by that certain Amendment No. 1, dated as of April 8, 2013, that certain Amendment No. 2, dated as of October 8, 2015, that certain Amendment No. 3, dated as of May 20, 2016, that certain Amendment No. 4, dated as of August 18, 2017, that certain Amendment No. 5, dated as of November 25, 2020, and that certain Amendment No. 6, dated as of May 22, 2023 (as may be further amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof).

130. “**Prepetition ABL Facility**” means the senior secured asset based revolving credit facility under the Prepetition ABL Credit Agreement.

131. “**Prepetition ABL Facility Agent**” means JPMorgan Chase Bank, N.A., in its capacity as administrative agent and collateral agent under the Prepetition ABL Facility, and any replacement or successor agent thereto.

132. “**Prepetition ABL Facility Agent Advisors**” means Simpson Thacher & Bartlett LLP, as legal counsel, Berkeley Research Group, LLC, as financial advisor, and such other professional advisors as are retained by the Prepetition ABL Facility Agent or the Exit ABL Agent with the consent of the Debtors (not to be unreasonably withheld).

133. “**Prepetition ABL Facility Documents**” means the Prepetition ABL Credit Agreement together with all other related documents, instruments, and agreements in respect of the Prepetition ABL Facility, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

134. “**Prepetition ABL Lenders**” means Holders of, or nominees, investment managers, investment advisors, or subadvisors to funds and/or accounts that hold, or trustees of trusts that hold, the outstanding Prepetition ABL Claims.

135. “**Prepetition ABL Loans**” means the loans under the Prepetition ABL Facility, consisting of all Claims and obligations arising under or related to the \$100 million Prepetition ABL Facility, including (i) an aggregate principal amount of approximately \$80 million of borrowings outstanding thereunder and (ii) approximately \$20 million of undrawn revolving commitments (including \$7.533 million in issued and outstanding letters of credit) plus, in each case, any accrued but unpaid fees and interest in respect thereof.

136. “**Prepetition Agents**” means the Prepetition ABL Facility Agent and the Prepetition Term Loan Agent.

137. “**Prepetition Intercreditor Agreement**” means that certain Intercreditor Agreement, dated as of April 6, 2012, as amended by that certain Amendment No. 1, dated as of April 8, 2013, relating to the Prepetition Term Loans, the Prepetition ABL Facility, as amended, restated, modified, or supplemented from time to time.

138. “**Prepetition Term Loan Agent**” means JPMorgan Chase Bank, N.A., in its capacity as administrative agent and collateral agent under the Prepetition Term Loan Credit Agreement and any replacement or successor agent thereto.

139. “**Prepetition Term Loan Agent Advisors**” means Simpson Thacher & Bartlett LLP and such other professional advisors as are retained by the Prepetition Term Loan Agent with the consent of the Debtors (not to be unreasonably withheld).

140. “**Prepetition Term Loan Claims**” means Claims arising under or related to the Prepetition Term Loan Credit Agreement.

141. “**Prepetition Term Loan Credit Agreement**” means that certain Credit Agreement, dated as of April 6, 2012, as amended by that certain Amendment No. 1 dated as of April 8, 2013, that certain Amendment No. 2 dated as of November 27, 2013, that certain Amendment No. 3 dated as of May 20, 2016, that certain Amendment No. 4 dated as of August 18, 2017, that certain Amendment No. 5 dated as of September 14, 2018, that certain Amendment No. 6 dated as of October 8, 2018, that certain Amendment No. 7 dated as of November 25, 2020, that certain Amendment No. 8 dated as of June 14, 2023, and that certain Amendment No. 9 dated as of October 8, 2024, as may be amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

142. “**Prepetition Term Loan Documents**” means the Prepetition Term Loan Credit Agreement together with all other related documents, instruments, and agreements in respect of the Prepetition Term

Loans, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

143. “**Prepetition Term Loans**” means the senior secured first-lien term loans issued pursuant to the Prepetition Term Loan Credit Agreement.

144. “**Priority Tax Claim**” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

145. “**Pro Rata Share**” means, with respect to any distribution on account of an Allowed Claim, a distribution equal in amount to the ratio (expressed as a percentage) that the amount of such Allowed Claim bears to the aggregate amount of all Allowed Claims in its Class.

146. “**Professional Fee Claim**” means a Claim by a Retained Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date under sections 328, 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code (subject to any applicable agreements by such Retained Professional with respect thereto).

147. “**Professional Fee Escrow Account**” means a segregated interest-bearing account funded by the Debtors with Cash no later than two (2) Business Days before the anticipated Effective Date in an amount equal to the Professional Fee Escrow Amount.

148. “**Professional Fee Escrow Amount**” means the aggregate amount of Professional Fee Claims and other unpaid fees and expenses the Retained Professionals have incurred or shall incur in rendering services in connection with the Chapter 11 Cases before and as of the Effective Date, which shall be estimated pursuant to the method set forth in Article II.A.2.

149. “**Proof of Claim**” means a proof of Claim Filed against any Debtor in the Chapter 11 Cases.

150. “**Reinstatement**” means, with respect to Claims and Interests, that the Claim or Interest shall be rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code. “Reinstated” shall have a correlative meaning.

151. “**Rejected Executory Contract/Unexpired Lease List**” means the list of Executory Contracts and/or Unexpired Leases (including any amendments or modifications thereto), if any, that shall be rejected pursuant to this Plan, which shall be filed with the Plan Supplement.

152. “**Rejection Damages Claim**” means a Claim arising from the rejection of an Executory Contract or Unexpired Lease for which the Holder is required to file a Proof of Claim pursuant to Article V of this Plan.

153. “**Related Parties**” means, with respect to an Entity, each of, and in each case in its capacity as such, such Entity’s current and former Affiliates, and such Entity’s and such Affiliates’ current and former members, directors, managers, officers, proxyholders, control persons, investment committee members, special committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds (including any beneficial holders for the account of whom such funds are managed), predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or

professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, Representatives, investment managers, and other professionals and advisors, each in their capacity as such, and any such Person's or Entity's respective heirs, executors, estates, and nominees.

154. “**Release Opt-Out Form**” means the form to be provided to certain Holders of Claims through which such Holders may elect to affirmatively opt out of the Third-Party Release.

155. “**Released Party**” means, collectively, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each Non-Debtor Affiliate; (d) each of the Debtors' and Non-Debtor Affiliates' current and former directors and officers; (e) each Consenting Stakeholder; (f) each Prepetition Agent; (g) each DIP Agent; (h) each DIP Term Lender; (i) the DIP ABL Lender; (j) each Exit Facility Agent; (k) each lender under the Exit Facilities; (l) each Releasing Party; and (m) each Related Party of each Entity in clauses (a) through (l); *provided*, that, in each case, an Entity shall not be a Released Party if it (a) elects to opt out of the Third-Party Release as provided on its respective Release Opt-Out Form, (b) timely Files with the Bankruptcy Court on the docket of the Chapter 11 Cases an objection to the Third-Party Release that is not withdrawn or resolved before Confirmation or (c) provides to the Debtors by electronic mail an informal objection and such objection is not withdrawn or resolved before Confirmation; *provided, further*, that, for the avoidance of doubt, any opt-out election made by a Consenting Stakeholder shall be void *ab initio*.

156. “**Releases**” means, collectively, the Debtor Release and the Third-Party Release as set forth in Article IX.

157. “**Releasing Parties**” means, collectively, each of, and in each case in its capacity as such: (a) each Non-Debtor Affiliate; (b) each of the Debtors' and Non-Debtor Affiliates' current and former directors and officers; (c) each Consenting Stakeholder; (d) each Prepetition Agents; (e) each DIP Agent; (f) each DIP Term Lender; (g) the DIP ABL Lender; (h) each Exit Facility Agent; (i) each lender under the Exit Facilities; (j) each Holder of a Claim or Interest in a Class (other than Holders of Rejection Damages Claims) that does not affirmatively elect to opt out of the Releases contained in this Plan or that does not (A) timely file with the Bankruptcy Court on the docket of the Chapter 11 Cases an objection to the Third-Party Release that is not withdrawn or resolved before Confirmation or (B) provide to the Debtors by electronic mail an informal objection and such objection is not withdrawn or resolved before Confirmation; and (k) each Related Party of each Entity in clauses (a) through (j), solely to the extent such Related Party (I) would be obligated to grant a release under principles of agency if it were so directed by the Entity in the foregoing clauses (a) through (j) to whom they are related or (II) may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through an Entity in clause (a) through clause (j); *provided*, that, for the avoidance of doubt, any opt-out election made by a Consenting Stakeholder shall be void *ab initio*.

158. “**Reorganized Board**” means the initial board of directors or similar governing body of the Reorganized Parent appointed in accordance with the terms of the New Organizational Documents.

159. “**Reorganized Debtors**” means, on or after the Effective Date, the Debtors, as reorganized pursuant to and under this Plan, or any successor thereto, after giving effect to the transactions implementing this Plan.

160. “**Reorganized Parent**” means, on or after the Effective Date, The Container Store Group, Inc. or any other Entity designated as such that will, directly or indirectly, own 100% of the New Equity Interests in, or substantially all of the assets of, The Container Store Group, Inc. upon consummation of the Restructuring Transactions, as mutually agreed by the Debtors and the Required Consenting Lenders.

161. “**Representatives**” means, with respect to any Person, such Person’s Affiliates and its and their directors, officers, members, partners, managers, employees, agents, investment bankers, attorneys, accountants, advisors, investment advisors, investors, managed accounts or funds, management companies, fund advisors, advisory board members, professionals, and other representatives, in each case, solely in their capacities as such.

162. “**Required Consenting Lenders**” means the Required Consenting Term Lenders and the Required DIP Term Lenders.

163. “**Required Consenting Term Lenders**” means, as of any time, Consenting Term Lenders that are members of the Ad Hoc Group holding at least 66 2/3% of the Prepetition Term Loan Claims that are held by Consenting Term Lenders that are members of the Ad Hoc Group at such time.

164. “**Required DIP Term Lenders**” means, as of any time, DIP Term Lenders holding at least fifty and one hundredth percent (50.01%) of the aggregate outstanding principal amount and commitments of the DIP Term Loan Facility at such time.

165. “**Restructuring Fees and Expenses**” means all reasonable and documented fees and expenses of the (a) Agents; (b) Prepetition Term Loan Agent Advisors; (c) DIP Term Loan Agent Advisors; (d) Exit Facility Agent Advisors; and (e) Ad Hoc Group Advisors in each case, payable in accordance with the terms hereof, the applicable engagement and/or fee letters with the Debtors, the Transaction Support Agreement, the DIP Facilities Documents, the Prepetition Term Loan Documents, the DIP & Exit ABL Commitment Letter, and the Interim DIP/Cash Collateral Order, as applicable, and subject to any order of the Bankruptcy Court and any other applicable agreements by such party with respect thereto.

166. “**Restructuring Transaction Steps Memorandum**” means the document setting forth the sequence of certain Restructuring Transactions.

167. “**Restructuring Transactions**” means the transactions described in Article IV.B.

168. “**Retained Professional**” means an Entity: (a) employed in the Chapter 11 Cases pursuant to a Final Order in accordance with sections 327 and/or 1103 of the Bankruptcy Code and to be compensated for services rendered before the Effective Date, pursuant to sections 327, 328, 329, 330, or 331 of the Bankruptcy Code; or (b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to sections 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

169. “**SEC**” means the United States Securities and Exchange Commission.

170. “**Second-Out Exit Term Loans**” means term loans under the Exit Term Loan Credit Agreement comprising converted DIP Roll-Up Term Loans.

171. “**Secured Claim**” means a Claim: (a) secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor’s interest in the Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or (b) otherwise Allowed pursuant to this Plan or order of the Bankruptcy Court as a Secured Claim.

172. “**Securities**” means any instruments that qualify as a “security” under Section 2(a)(1) of the Securities Act.

173. “**Securities Act**” means the Securities Act of 1933, as now in effect or hereafter amended, or any regulations promulgated thereunder.

174. “**Solicitation Materials**” means any documents, forms, ballots, notices, and other materials provided in connection with the solicitation of votes on this Plan pursuant to sections 1125 and 1126 of the Bankruptcy Code.

175. “**Solicitation Procedures Motion**” means the *Emergency Motion of Debtors for Entry of Order (I) Scheduling Combined Hearing to Consider (A) Final Approval of Disclosure Statement, (B) Approval of Solicitation Procedures and Form of Ballot, and (C) Confirmation of Plan; (II) Establishing an Objection Deadline to Object to Disclosure Statement and Plan; (III) Approving the Form and Manner of Notice of Combined Hearing, Objection Deadline, and Notice of Commencement; (IV) Approving Notice and Objection Procedures for the Assumption or Rejection of Executory Contracts and Unexpired Leases; (V) Conditionally Waiving Requirement of Filing Schedules of Assets and Liabilities, Statements of Financial Affairs, and 2015.3 Reports; (VI) Conditionally Waiving Requirement to Convene the Section 341 Meeting of Creditors; (VII) Conditionally Approving the Disclosure Statement and (VIII) Granting Related Relief* to be filed on the Petition Date.

176. “**Solicitation Procedures Order**” means an order of the Bankruptcy Court granting the relief requested in the Solicitation Procedures Motion.

177. “**Subordinated Claim**” means any Claim against the Debtors that is subject to subordination under section 509(c), section 510(b), or section 510(c) of the Bankruptcy Code, including any Claim for reimbursement, indemnification, or contribution (except indemnification or reimbursement Claims assumed hereunder). For the avoidance of doubt, Subordinated Claim includes any Claim arising out of or related to any agreement for the purchase or sale of securities of the Debtors or any of its Affiliates or any agreements related or ancillary to such agreement for the purchase or sale of securities of the Debtors or any of its Affiliates.

178. “**Third-Party Release**” means the releases given by the Releasing Parties to the Released Parties in Article IX.C.

179. “**Transaction Support Agreement**” means that certain Transaction Support Agreement entered into on December 21, 2024, among the Debtors, Consenting Stockholders and the Consenting Term Lenders and any exhibits, schedules, attachments, or appendices thereto (in each case, as such may be amended, modified, or supplemented in accordance with its terms).

180. “**Transaction Term Sheet**” means the term sheet attached as Exhibit B to the Transaction Support Agreement, together with the exhibits and appendices annexed thereto.

181. “**Transfer Agreement**” means the transfer agreement, substantially in the form attached as Exhibit D to the Transaction Support Agreement, providing, among other things, that a transferee is bound by the terms of the Transaction Support Agreement.

182. “**Unexpired Lease**” means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 or 1123 of the Bankruptcy Code.

183. “**Unimpaired**” means, with respect to a Claim, Interest, or Class of Claims or Interests, not “impaired” within the meaning of sections 1123(a)(4) and 1124 of the Bankruptcy Code.

184. “**United States**” means the United States of America, its agencies, departments, or agents.

185. “**United States Trustee**” means the Office of the United States Trustee for the Southern District of Texas.

186. “**United States Trustee Statutory Fees**” means all fees due under 28 U.S.C § 1930(a)(6).

187. “**Unsecured Claim**” means a Claim that is not secured by a Lien on property in which one of the Debtors’ Estates has an interest.

188. “**Voting Class**” means Class 3 (Prepetition Term Loan Claims).

189. “**Workers’ Compensation Contracts**” means the Debtors’ written contracts, agreements, agreements of indemnity, self-insured workers’ compensation bonds, policies, programs, and plans for workers’ compensation and workers’ compensation Insurance Contracts.

B. *Rules of Interpretation*

1. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) unless otherwise specified, any reference herein to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed, or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented; (d) any reference to any Entity as a Holder of a Claim or Interest includes that Entity’s successors and assigns; (e) unless otherwise specified, all references herein to “Articles” are references to Articles of this Plan; (f) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to this Plan in its entirety rather than to a particular portion of this Plan; (g) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, or other agreement or document created or entered into in connection with this Plan, the rights and obligations arising pursuant to this Plan shall be governed by, and construed and enforced in accordance with, applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (h) unless otherwise specified, the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words “without limitation”; (i) references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable state limited liability company laws; (j) any reference to directors or board of directors includes managers, managing members or any similar governing body, as the context requires, and references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable limited liability company Laws; (k) references to “Proofs of Claim,” “Holders of Claims,” “Disputed Claims,” and the like shall include “Proofs of Interests,” “Holders of Interests,” “Disputed Interests,” and the like, as applicable; (l) captions and headings to Articles and subdivisions thereof are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (m) unless otherwise specified, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (n) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (o) unless otherwise specified, all references to statutes, regulations, orders, rules of courts, and the like shall mean as in effect on the Effective Date and as applicable to the Chapter 11 Cases; (p) any effectuating provisions may be interpreted by the Reorganized Debtors in such a manner that is consistent with the overall purpose and intent of this Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity, and such interpretation shall control; (q) references to docket

numbers are references to the docket numbers of documents Filed in the Chapter 11 Cases under the Bankruptcy Court's CM/ECF system; and (r) all references herein to consent, acceptance, or approval may be conveyed by counsel for the respective parties that have such consent, acceptance, or approval rights, including by electronic mail.

2. Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to this Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day. Unless otherwise specified herein, any references to the "Effective Date" shall mean the Effective Date or as soon as reasonably practicable thereafter.

3. All references in this Plan to monetary figures refer to currency of the United States, unless otherwise expressly provided.

4. Except as otherwise specifically provided in this Plan to the contrary, references in this Plan to the "Debtors" or to the "Reorganized Debtors" mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

C. *Consent Rights*

Notwithstanding anything to the contrary in this Plan, the Combined Order, or the Disclosure Statement, any and all consent, consultation, and approval rights set forth in the Transaction Support Agreement and the DIP & Exit ABL Commitment Letter, including rights and limitations with respect to the form and substance of any Definitive Document (including any amendments, restatements, supplements, or other modifications to such documents, and any consents, waivers, or other deviations under or from any such documents) shall be incorporated herein by this reference (including to the applicable definitions in Article I.A) and fully enforceable as if stated in full herein. In case of a conflict with respect to consent, consultation, or approval rights between the Transaction Support Agreement or a Plan Document, on the one hand, and the Plan, on the other hand, the former shall control and govern.

D. *Appendices and Plan Supplement*

The Plan Supplement and appendices to this Plan are incorporated into this Plan by reference and are a part of this Plan as if set forth in full herein. The documents contained in the exhibits and Plan Supplement shall be approved by the Bankruptcy Court pursuant to the Combined Order.

E. *Deemed Acts*

Whenever an act or event is expressed under this Plan to have been deemed done or to have occurred, it shall be deemed to have been done or to have occurred by virtue of this Plan and/or Combined Order without any further act by any party.

Article II.

**ADMINISTRATIVE CLAIMS, DIP CLAIMS, PRIORITY TAX CLAIMS,
OTHER PRIORITY CLAIMS, AND UNITED STATES TRUSTEE STATUTORY FEES**

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Claims, Priority Tax Claims, and Other Priority Claims have not been classified and thus are excluded from the Classes of Claims and Interests set forth in Article III.

A Claim or Interest is placed in a particular Class only to the extent that such Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the

Claim or Interest falls within the description of such other Classes. To the extent applicable, a Claim or Interest is placed in a particular Class for all purposes, including voting, Confirmation and distribution under this Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code. However, a Claim or Interest is placed in a particular Class for the purpose of receiving distributions (if any) under this Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest and has not been paid, released or otherwise settled prior to the Effective Date.

A. *Administrative Claims*

1. General Administrative Claims

Subject to the terms of the Transaction Support Agreement, the Combined Order, and the provisions of sections 328, 330(a), and 331 of the Bankruptcy Code, except to the extent that a Holder of an Allowed General Administrative Claim and the applicable Debtor(s) or Reorganized Debtor(s), as applicable, agree to less favorable treatment with respect to such Allowed General Administrative Claim, each Holder of an Allowed General Administrative Claim shall receive, in full and final satisfaction of its General Administrative Claim, an amount in Cash equal to the unpaid amount of such Allowed General Administrative Claim in accordance with the following: (a) if such General Administrative Claim is Allowed on or before the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter or, if not then due, when such Allowed General Administrative Claim is due or as soon as reasonably practicable thereafter; (b) if such General Administrative Claim is Allowed after the Effective Date, on the date such General Administrative Claim is Allowed or as soon as reasonably practicable thereafter or, if not then due, when such Allowed General Administrative Claim is due or as soon as reasonably practicable thereafter; (c) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Reorganized Debtors, as the case may be; or (d) at such time and upon such terms as set forth in an order of the Bankruptcy Court; *provided*, that Allowed General Administrative Claims that arise in the ordinary course of the Debtors' businesses during the Chapter 11 Cases shall be paid by such applicable Debtor or Reorganized Debtor in full in Cash in the ordinary course of business in accordance with the terms and conditions of any controlling agreements, course of dealing, course of business, or industry practice without further notice to or order of the Bankruptcy Court. Nothing in the foregoing or otherwise in this Plan shall prejudice the Debtors' or the Reorganized Debtors' rights and defenses regarding any asserted General Administrative Claim.

2. Professional Fee Claims

a. *Professional Fee Applications*

All final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred before the Effective Date must be Filed no later than thirty (30) days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, the Bankruptcy Rules, and prior Bankruptcy Court orders. Subject to any applicable agreements by the Retained Professionals with respect to Professional Fee Claims, the Reorganized Debtors shall pay Professional Fee Claims owing to the Retained Professionals in Cash in the amount the Bankruptcy Court Allows from funds held in the Professional Fee Escrow Account, as soon as reasonably practicable after such Professional Fee Claims are Allowed by entry of an order of the Bankruptcy Court; *provided*, that the Debtors' and the Reorganized Debtors' obligations to pay Allowed Professional Fee Claims shall not be limited or deemed limited to funds held in the Professional Fee Escrow Account. To the extent that funds held in the Professional Fee Escrow Account are insufficient to satisfy the Allowed amount of Professional Fee Claims owing to the Retained Professionals, the Reorganized Debtors shall pay such amounts within ten (10) Business Days of entry of the order approving such Professional Fee Claims.

b. *Professional Fee Escrow Account*

No later than the anticipated Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Escrow Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Retained Professionals and for no other Entities until all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full in Cash pursuant to one or more Final Orders of the Bankruptcy Court. No Liens, Claims, or Interests shall encumber the Professional Fee Escrow Account or Cash held in the Professional Fee Escrow Account in any way. No funds held in the Professional Fee Escrow Account shall be property of the Estates of the Debtors or the Reorganized Debtors. When all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full in Cash pursuant to one or more Final Orders of the Bankruptcy Court, any remaining funds held in the Professional Fee Escrow Account shall be remitted to the Reorganized Debtors without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity being required.

c. *Professional Fee Escrow Amount*

No later than five (5) days before the anticipated Effective Date, each Retained Professional shall deliver to the Debtors a reasonable and good-faith estimate of their unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Effective Date projected to be outstanding as of the anticipated Effective Date. For the avoidance of doubt, no such estimate shall be considered or deemed an admission or limitation with respect to the amount of the fees and expenses that are the subject of a Retained Professional's final request for payment of Professional Fee Claims Filed with the Bankruptcy Court, and such Retained Professionals are not bound to any extent by the estimates. If a Retained Professional does not provide an estimate, the Debtors may estimate the unpaid and unbilled fees and expenses of such Retained Professional. The total aggregate amount so estimated to be outstanding as of the anticipated Effective Date shall be utilized by the Debtors to determine the amount to be funded to the Professional Fee Escrow Account; *provided*, that the Reorganized Debtors shall use Cash on hand to increase the amount of the Professional Fee Escrow Account to the extent fee applications are Filed after the Effective Date in excess of the amount held in the Professional Fee Escrow Account based on such estimates.

For the avoidance of doubt, the terms of this Article II.A.2.c shall not apply to the parties entitled to receive the Restructuring Fees and Expenses, which are authorized to be paid in accordance with the Combined Order, this Plan, engagement and/or fee letters with the Debtors, the Transaction Support Agreement, the DIP Facilities Documents, and the DIP & Exit ABL Commitment Letter (as applicable).

B. *DIP Claims*

Except to the extent that a Holder of an Allowed DIP Term Loan Claim and the Debtors have agreed in writing to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and the discharge of each DIP Term Loan Claim, each Holder of a DIP Term Loan Claim shall receive, on the Effective Date and on account of such DIP Term Loan Claim, its: (a) pro rata share, based on such Holder's ratable share of the First-Out DIP Term Loans (as defined in the DIP/Cash Collateral Orders), of 64% of the New Equity Interests on account of the DIP Equity Premium (subject to dilution on account of the Management Incentive Plan), and (b) Pro Rata Share of the Exit Term Loans. All Holders of DIP Term Loan Claims have consented to their treatment under this Plan pursuant to the terms of the Transaction Support Agreement and the applicable DIP Facilities Documents.

Except to the extent that a Holder of an Allowed DIP ABL Loan Claim and the Debtors have agreed in writing to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and the discharge of each DIP ABL Loan Claim, each Holder of a DIP ABL Loan Claim (a) shall receive on the Effective Date and on account of such DIP ABL Loan Claim, its Pro Rata Share of the Exit ABL Loans

or (b) shall receive, in full and final satisfaction, settlement, release and discharge of, and in exchange for such DIP ABL Loan Claims, payment in full in Cash as part of a refinancing in full on terms acceptable to the Company Parties and the Required Consenting Term Lenders. All Holders of DIP ABL Loan Claims have consented to their treatment under this Plan pursuant to the terms of the Transaction Support Agreement and the applicable DIP Facilities Documents.

C. *Priority Tax Claims*

Except to the extent that a Holder of an Allowed Priority Tax Claim and the Debtor(s) against which such Allowed Priority Tax Claim is asserted (i) agree to a less favorable treatment, or (ii) has already been paid during the Chapter 11 Cases on account of such Priority Tax Claim, in exchange for full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code. Nothing in the foregoing or otherwise in this Plan shall prejudice the Debtors' or the Reorganized Debtors' rights and defenses regarding any asserted Priority Tax Claim.

D. *Other Priority Claims*

Except to the extent that a Holder of an Allowed Other Priority Claim and the Debtor(s) against which such Allowed Other Priority Claim is asserted agree to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and the discharge of each Allowed Other Priority Claim, each Holder of an Allowed Other Priority Claim due and payable on or before the Effective Date shall receive, as soon as reasonably practicable after the Effective Date, on account of such Claim: (1) Cash in an amount equal to the amount of such Allowed Other Priority Claim; (2) Reinstatement or such other treatment rendering its Allowed Other Priority Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code; or (3) Cash in an amount agreed to by the applicable Debtor or Reorganized Debtor, as applicable, and such Holder. To the extent any Allowed Other Priority Claim is not due and owing on or before the Effective Date, such Claim shall be paid in full in Cash in accordance with the terms of any agreement between the Debtors (or the Reorganized Debtors, as applicable) and such Holder, or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business. Nothing in the foregoing or otherwise in this Plan shall prejudice the Debtors' or the Reorganized Debtors' rights and defenses regarding any asserted Other Priority Claim.

E. *United States Trustee Statutory Fees*

The Debtors and the Reorganized Debtors, as applicable, shall pay all United States Trustee Statutory Fees, for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

F. *Restructuring Fees and Expenses*

The Restructuring Fees and Expenses incurred, or estimated to be incurred, up to and including the Effective Date (or, with respect to necessary post-Effective Date activities, after the Effective Date), shall be paid in full in Cash on the Effective Date in accordance with, and subject to, the terms of the Transaction Support Agreement or the DIP/Cash Collateral Orders, as applicable (unless otherwise provided in any other order of the Bankruptcy Court), without any requirement to file a fee application with the Bankruptcy Court or without any requirement for Bankruptcy Court or United States Trustee review or approval (unless otherwise provided in any other order of the Bankruptcy Court), or without notice and a hearing pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise. All Restructuring Fees and Expenses to be paid on the Effective Date shall be estimated before and as of the Effective Date and such estimates shall be delivered to the Debtors at least three (3) days before the anticipated Effective Date; *provided, however,*

that such estimates shall not be considered an admission or limitation with respect to such Restructuring Fees and Expenses. On the Effective Date, or as soon as practicable thereafter, final invoices for all Restructuring Fees and Expenses incurred before and as of the Effective Date shall be submitted to the Debtors. In addition, the Debtors and the Reorganized Debtors, as applicable, shall continue to pay, when due and payable in the ordinary course, pre-Effective Date Restructuring Fees and Expenses related to this Plan and the implementation, consummation, and defense of this Plan and the Restructuring Transactions, incurred before the Effective Date, in accordance with any engagement and/or fee letters with the Debtors, the Transaction Support Agreement, the DIP Facilities Documents, and the DIP & Exit ABL Commitment Letter (as applicable).

G. *Post-Effective Date Fees and Expenses*

Except as otherwise specifically provided in the Plan, from and after the Effective Date, the Reorganized Debtors may, in the ordinary course of business and without any further notice to or action, order or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to the implementation and consummation of the Plan incurred by the Reorganized Debtors following the Effective Date that are agreed to be paid by the Reorganized Debtors. Without in any way limiting the foregoing, the Reorganized Debtors will pay in Cash all reasonable and documented fees and expenses of the Ad Hoc Group Advisors in accordance with the terms of the Transaction Support Agreement. Upon the Effective Date, any requirement that Retained Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Reorganized Debtors may employ and pay any professional for services rendered or expenses incurred after the Effective Date in the ordinary course of business without any further notice to or action, order or approval of the Bankruptcy Court.

Article III.

CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. *Classification of Claims*

This Plan constitutes a separate chapter 11 Plan of reorganization for each Debtor. The provisions of this Article III govern Claims against and Interests in the Debtors. Except for the Claims addressed in Article II (or as otherwise set forth herein), all Claims and Interests are placed in Classes for each of the applicable Debtors. For all purposes under this Plan, each Class shall exist for each of the Debtors; *provided*, that any Class that is vacant as to a particular Debtor shall be treated in accordance with Article III.G. In accordance with section 1123(a)(1) of the Bankruptcy Code, the Debtors have not classified Administrative Claims, DIP Claims, Priority Tax Claims, and Other Priority Claims as described in Article II.

The categories of Claims and Interests listed below classify Claims and Interests for all purposes, including voting, Confirmation, and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. This Plan deems a Claim or Interest to be classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. A Claim or an Interest is in a particular Class only to the extent that any such Claim or Interest is Allowed in that Class and has not been paid or otherwise settled before the Effective Date.

Summary of Classification and Treatment of Claims and Interests

Class	Claim	Status	Voting Rights
1	Other Secured Claims	Unimpaired	Presumed to Accept
2	Prepetition ABL Claims	Unimpaired	Presumed to Accept
3	<i>Prepetition Term Loan Claims</i>	<i>Impaired</i>	<i>Entitled to Vote</i>
4	General Unsecured Claims	Unimpaired	Presumed to Accept
5	Subordinated Claims	Impaired	Deemed to Reject
6	Intercompany Claims	Impaired / Unimpaired	Deemed to Reject / Presumed to Accept
7	Intercompany Interests	Impaired / Unimpaired	Deemed to Reject / Presumed to Accept
8	Existing Equity Interests	Impaired	Deemed to Reject

B. *Treatment of Claims and Interests*

1. *Class 1 — Other Secured Claims*

- a. *Classification:* Class 1 consists of all Other Secured Claims.
- b. *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Other Secured Claim, each Holder of an Allowed Other Secured Claim, at the option of the applicable Debtor (with the consent of the Required Consenting Term Lenders), shall, on the Effective Date, (i) be paid in full in Cash including the payment of any interest required to be paid under section 506(b) of the Bankruptcy Code, (ii) receive the collateral securing its Allowed Other Secured Claim, or (iii) receive any other treatment that would render such Claim Unimpaired.
- c. *Voting:* Class 1 is Unimpaired, and Holders of Other Secured Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Other Secured Claims are not entitled to vote to accept or reject this Plan. Holders of Other Secured Claims shall be provided a Release Opt-Out Form solely for purposes of affirmatively opting out of the Third-Party Release.

2. *Class 2 — Prepetition ABL Claims*

- a. *Classification:* Class 2 consists of all Prepetition ABL Claims.
- b. *Allowance:* any “Obligations” (as defined in the Prepetition ABL Credit Agreement) outstanding as of the Effective Date shall be Allowed pursuant to the terms of the Prepetition ABL Credit Agreement.

- c. *Treatment:* Upon the ABL Refinancing (as defined in the Interim DIP/Cash Collateral Order), each Holder of an Allowed Prepetition ABL Claim shall have received, in full and final satisfaction, settlement, release and discharge of, and in exchange for such Allowed Prepetition ABL Claim, payment in full in Cash (including the replacement or Cash collateralization of all issued and undrawn letters of credit in accordance with and in the amounts specified under the Prepetition ABL Credit Agreement). To the extent any “Obligations” (as defined in the Prepetition ABL Credit Agreement) are outstanding on the Effective Date, the Claims on account of such “Obligations” shall receive treatment as necessary to render such Claims Unimpaired, including repayment in Cash of any such Claims required to be satisfied in Cash pursuant to the terms of the Prepetition ABL Credit Agreement.
- d. *Voting:* Class 2 is Unimpaired, and Holders of Prepetition ABL Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Prepetition ABL Claims are not entitled to vote to accept or reject this Plan. Holders of Prepetition ABL Claims shall be provided a Release Opt-Out Form solely for purposes of affirmatively opting out of the Third-Party Release.

3. Class 3 — Prepetition Term Loan Claims

- a. *Classification:* Class 3 consists of all Prepetition Term Loan Claims.
- b. *Allowance:* Prepetition Term Loan Claims shall be deemed Allowed in the aggregate principal amount of \$163,125,321.74 plus any accrued and unpaid interest as of the Petition Date, less the amount of Prepetition Term Loan Claims converted into DIP Roll-Up Term Loan Claims.
- c. *Treatment:* Except to the extent that a Holder of a Prepetition Term Loan Claim agrees to less favorable treatment, on the Effective Date, each Holder of an Allowed Prepetition Term Loan Claim shall receive, in full and final satisfaction, settlement, release, and discharge and in exchange for each Allowed Prepetition Term Loan Claim, its Pro Rata Share of 100% of the New Equity Interests, subject to dilution by the Management Incentive Plan and the DIP Equity Premium.
- d. *Voting:* Class 3 is Impaired, and Holders of Prepetition Term Loan Claims are entitled to vote to accept or reject this Plan.

4. Class 4 — General Unsecured Claims

- a. *Classification:* Class 4 consists of all General Unsecured Claims.
- b. *Treatment:* Subject to Article V.C and except to the extent that a Holder of a General Unsecured Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge and in exchange for each Allowed General Unsecured Claim, each Holder of an Allowed General Unsecured Claim against a Debtor shall receive payment in full in Cash in accordance with applicable law and the terms and conditions of the particular transaction giving rise to, or the agreement that governs, such Allowed General Unsecured Claim on the later of (i) the date due in the ordinary course of business or (ii) the Effective Date; *provided, however*, that no Holder of an Allowed General Unsecured Claim shall

receive any distribution for any Claim that has previously been satisfied pursuant to a Final Order of the Bankruptcy Court.

- c. *Voting:* Class 4 is Unimpaired, and Holders of General Unsecured Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of General Unsecured Claims are not entitled to vote to accept or reject this Plan. Holders of General Unsecured Claims shall be provided a Release Opt-Out Form solely for purposes of affirmatively opting out of the Third-Party Release.

5. Class 5 — Subordinated Claims

- a. *Classification:* Class 5 consists of all Subordinated Claims.
- b. *Treatment:* On the Effective Date, each Subordinated Claim shall be cancelled, released and extinguished, and each Holder of a Subordinated Claim shall not receive or retain any distribution, property, or other value on account of its Subordinated Claim.
- c. *Voting:* Class 5 is Impaired and not receiving any distribution under this Plan, and Holders of Subordinated Claims are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Subordinated Claims are not entitled to vote to accept or reject this Plan.

6. Class 6 — Intercompany Claims

- a. *Classification:* Class 6 consists of all Intercompany Claims.
- b. *Treatment:* No property shall be distributed to the Holders of Allowed Intercompany Claims. Unless otherwise provided for under this Plan, on the Effective Date, at the option of the applicable Debtor with the consent of the Required Consenting Lenders, Intercompany Claims shall be either: (i) Reinstated; or (ii) set off, settled, distributed, contributed, merged, canceled, or released. For the avoidance of doubt, all Intercompany Claims between Debtors and Non-Debtor Affiliates shall ride through and continue in full force and effect unless otherwise agreed by the applicable Debtor and Non-Debtor Affiliate.
- c. *Voting:* Class 6 is either (i) Unimpaired, in which case Holders of Allowed Intercompany Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code, or (ii) Impaired, and not receiving any distribution under this Plan, in which case Holders of Allowed Intercompany Claims are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, in each case, Holders of Allowed Intercompany Claims are not entitled to vote to accept or reject this Plan.

7. Class 7 — Intercompany Interests

- a. *Classification:* Class 7 consists of all Intercompany Interests.
- b. *Treatment:* No property shall be distributed to the Holders of Allowed Intercompany Interests. Unless otherwise provided for under this Plan, on the Effective Date, at the option of the applicable Debtor with the consent of the Required Consenting Lenders, Intercompany Interests shall be either:

(i) Reinstated; or (ii) set off, settled, distributed, contributed, merged, canceled, or released.

- c. *Voting:* Class 7 is either (i) Unimpaired, in which case Holders of Allowed Intercompany Interests are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code, or (ii) Impaired, and not receiving any distribution under this Plan, in which case Holders of Allowed Intercompany Interests are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, in each case, Holders of Allowed Intercompany Interests are not entitled to vote to accept or reject this Plan.

8. Class 8 — Existing Equity Interests

- a. *Classification:* Class 8 consists of all Existing Equity Interests.
- b. *Treatment:* Holders of Existing Equity Interests are not entitled to receive a recovery or distribution on account of such Existing Equity Interests. On the Effective Date, Existing Equity Interests shall be canceled, released, discharged, and extinguished, and shall be of no further force or effect.
- c. *Voting:* Class 8 is Impaired and not receiving any distribution under this Plan, and Holders of Existing Equity Interests are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Existing Equity Interests are not entitled to vote to accept or reject this Plan.

C. Acceptance or Rejection of this Plan

1. Presumed Acceptance of this Plan

Claims in Classes 1, 2 and 4 are Unimpaired under this Plan and their Holders are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Claims in Classes 1, 2 and 4 are not entitled to vote on this Plan and the votes of such Holders shall not be solicited. Notwithstanding their non-voting status, Holders of such Claims shall receive a Release Opt-Out Form solely for purposes of affirmatively opting out of the Third-Party Release.

2. Voting Classes

Claims in Class 3 are Impaired under this Plan and the Holders of Allowed Claims in such Class are entitled to vote to accept or reject this Plan, including by acting through a voting Representative. For purposes of determining acceptance and rejection of this Plan, votes shall be tabulated on a Debtor-by-Debtor basis.

Pursuant to section 1126(c) of the Bankruptcy Code, an Impaired Class of Claims shall have accepted this Plan if (a) the Holders, including Holders acting through a voting Representative, of at least two-thirds (2/3) in amount of Claims actually voting in such Class have voted to accept this Plan and (b) the Holders, including Holders acting through a voting Representative, of more than one-half (1/2) in number of Claims actually voting in such Class have voted to accept this Plan. Holders of Claims in Class 3 (or, if applicable, the voting Representatives of such Holders) shall receive ballots containing detailed voting instructions. For the avoidance of doubt, each Claim in any Class entitled to vote to accept or reject this Plan that is not Allowed pursuant to this Plan, and in each case, is wholly contingent, unliquidated, or Disputed, in each case, shall be accorded one (1) vote and valued at one dollar (\$1.00) for voting purposes only, and not for purposes of allowance or distribution.

3. Deemed Rejection of this Plan

Claims and Interests in Class 5 and 8 are Impaired and will receive no distribution under this Plan and are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Claims and Interests in Classes 5 and 8 are not entitled to vote on this Plan and the votes of such Holders shall not be solicited. Notwithstanding their non-voting status, Holders of such Claims and Interests shall receive a Release Opt-Out Form solely for purposes of affirmatively opting out of the Third-Party Release.

4. Presumed Acceptance of this Plan or Deemed Rejection of this Plan

Claims and Interests in Classes 6 and 7 are either (a) Unimpaired and, therefore, conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code, or (b) Impaired and shall receive no distributions under this Plan and, therefore, deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Claims and Interests in Classes 6 and 7 are not entitled to vote on this Plan and votes of such Holders shall not be solicited.

D. *Confirmation Pursuant to Section 1129(a)(10) and 1129(b) of the Bankruptcy Code*

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of this Plan by an Impaired Class of Claims entitled to vote (*i.e.*, Class 3). The Debtors shall seek Confirmation pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify this Plan in accordance with Article XI to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and Bankruptcy Rules.

E. *Subordinated Claims*

The allowance, classification, and treatment of all Allowed Claims and Interests, and the respective distributions and treatments under this Plan, shall take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, sections 509 or 510 of the Bankruptcy Code, or otherwise; *provided*, that, notwithstanding the foregoing, such Allowed Claims or Interests and their respective treatments set forth herein shall not be subject to setoff, demand, recharacterization, turnover, disgorgement, avoidance, or other similar rights of recovery asserted by any Person. Pursuant to section 510 of the Bankruptcy Code, except where otherwise provided herein, the Reorganized Debtors reserve the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination rights relating thereto. The Debtors or Reorganized Debtors, as applicable, reserve the right to seek a ruling from the Bankruptcy Court determining whether any Claim should be subordinated pursuant to section 510(b) of the Bankruptcy Code and treated under the Plan as a Class 5 Subordinated Claim.

F. *Special Provision Governing Unimpaired Claims*

Except as otherwise provided herein, nothing under this Plan shall affect or limit the Debtors' or the Reorganized Debtors' rights and defenses (whether legal or equitable) in respect of any Unimpaired Claims, including, without limitation, all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

G. *Vacant and Abstaining Classes*

Any Class of Claims or Interests that is not occupied as of the commencement of the Combined Hearing by an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed under Bankruptcy Rule 3018 shall be deemed eliminated from this Plan for purposes of voting to accept or reject this Plan and for purposes of determining acceptance or rejection of this Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code. Moreover, any Class of Claims that is occupied as of the commencement of the Combined Hearing by an Allowed Claim or a Claim temporarily Allowed under Bankruptcy Rule 3018, but as to which no vote is cast, shall be deemed to accept this Plan pursuant to section 1129(a)(8) of the Bankruptcy Code.

H. *Controversy Concerning Impairment*

If a controversy arises as to whether any Claim or Interest (or any Class of Claims or Interests) are Impaired under this Plan, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date, absent consensual resolution of such controversy consistent with the Transaction Support Agreement among the Debtors and the complaining Entity or Entities.

I. *Intercompany Interests and Intercompany Claims*

To the extent Intercompany Interests and Intercompany Claims are Reinstated under this Plan, distributions on account of such Intercompany Interests and Intercompany Claims are not being received by Holders of such Intercompany Interests or Intercompany Claims on account of their Intercompany Interests or Intercompany Claims, but for the purposes of administrative convenience and to maintain the Debtors' (and their Affiliates') corporate structure, for the ultimate benefit of the Holders of New Equity Interests, to preserve ordinary course intercompany operations, and in exchange for the Debtors' and Reorganized Debtors' agreement under this Plan to make certain distributions to the Holders of Allowed Claims.

J. *Disputed Claims Process*

Notwithstanding section 502(a) of the Bankruptcy Code, and in light of the Unimpaired status of all Allowed General Unsecured Claims under this Plan, Holders of Claims (other than Holders of Rejection Damages Claims) need not File Proofs of Claim. The Reorganized Debtors and the Holders of Claims shall determine, adjudicate, and resolve any disputes over the validity and amounts of such Claims in the ordinary course of business as if the Chapter 11 Cases had not been commenced except that (unless expressly waived pursuant to this Plan) the Allowed amount of such Claims shall be subject to the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 and 503 of the Bankruptcy Code, to the extent applicable. All Proofs of Claim Filed in these Chapter 11 Cases (other than Rejection Damages Claims) shall be considered objected to and Disputed without further action by the Debtors. Upon the Effective Date, all Proofs of Claim Filed against the Debtors (other than Rejection Damages Claims), regardless of the time of filing, and including Proofs of Claim Filed after the Effective Date, shall be deemed withdrawn and expunged, other than as provided below. Notwithstanding anything in this Plan to the contrary, disputes regarding the amount of any Cure Cost pursuant to section 365 of the Bankruptcy Code and Claims that the Debtors seek to have determined by the Bankruptcy Court, shall in all cases be determined by the Bankruptcy Court.

Notwithstanding the foregoing, the Debtors and the Reorganized Debtors, as applicable, reserve the right to object to any Claim that is entitled, or deemed to be entitled, to a distribution under this Plan or is rendered Unimpaired under this Plan in the Bankruptcy Court. Any disputes regarding the Allowance of a Rejection Damages Claim shall be determined by the Bankruptcy Court.

For the avoidance of doubt, there is no requirement to File a Proof of Claim (or move the Bankruptcy Court for Allowance) to be an Allowed Claim under this Plan. Notwithstanding the foregoing, Entities that are counterparties to a rejected Executory Contract or Unexpired Lease must file a Rejection Damages Claim as set forth in the Plan.

Article IV.
MEANS FOR IMPLEMENTATION OF THIS PLAN

A. *General Settlement of Claims and Interests*

In consideration for the classification, distributions, releases, and other benefits provided under this Plan, on the Effective Date, the provisions of this Plan shall constitute a set of integrated, good-faith compromises and settlements of all Claims, Interests, Causes of Action, and controversies resolved pursuant to this Plan and this Plan shall be deemed a motion to approve the good-faith compromises and settlements of all Claims, Interests, Causes of Action, and controversies pursuant to Bankruptcy Rule 9019. Entry of the Combined Order shall constitute the Bankruptcy Court's approval of such compromises and settlements under Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such integrated compromises or settlements are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests, and are fair, equitable, and reasonable. Subject to Article VI, distributions made to Holders of Allowed Claims in any Class are intended to be and shall be final and indefeasible and shall not be subject to avoidance, turnover, or recovery by any other Person. Notwithstanding the foregoing or similar provisions of this Plan with respect to settlements, such settlements are approved as among the parties to such settlement or similar agreements thereto, and the treatment of all Claims and Interests is approved pursuant to Confirmation by satisfying the requirement of section 1129 of the Bankruptcy Code.

B. *Restructuring Transactions*

Without limiting any rights and remedies of the Debtors or Reorganized Debtors under this Plan or applicable law, but in all cases subject to the terms and conditions of the Transaction Support Agreement, the Transaction Term Sheet, and Definitive Documents and any consents or approvals required thereunder, the entry of the Combined Order shall constitute authorization for the Debtors and Reorganized Debtors, as applicable, to take, or to cause to be taken, all actions necessary or appropriate to consummate and implement the provisions of this Plan before, on, and after the Effective Date, including such actions as may be necessary or appropriate to effectuate a corporate restructuring of their respective businesses and to otherwise simplify the overall corporate structure of the Reorganized Debtors. Such restructuring may include (1) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, disposition, liquidation, or dissolution containing terms that are consistent with the terms of this Plan, the Transaction Support Agreement, the Transaction Term Sheet, and the other Definitive Documents and that satisfy the applicable requirements of applicable state law and such other terms to which the applicable Entities may agree; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, duty, or obligation on terms consistent with the terms of this Plan, the Transaction Support Agreement, the Transaction Term Sheet, and the other Definitive Documents and having such other terms to which the applicable Entities may agree; (3) the execution, delivery, and filing, if applicable, of the New Organizational Documents and the Exit Facilities Documents; (4) the filing of appropriate certificates or articles of conversion, formation, incorporation, merger, consolidation, or dissolution with the appropriate governmental authorities pursuant to applicable state law; and (5) all other actions that the Debtors, the Reorganized Debtors and/or the applicable Entities reasonably determine to be necessary or appropriate, including making filings or recordings that may be required by applicable state law or foreign law in connection with such transactions, but in all cases subject to the terms and conditions of this Plan, the Transaction Support Agreement, the Transaction Term Sheet, and the other Definitive Documents and any consents or approvals required thereunder.

The Combined Order shall and shall be deemed to, pursuant to both section 1123 and section 363 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Restructuring Transactions (including any other transaction described in, approved by, contemplated by, or necessary to effectuate this Plan).

C. *Corporate Existence*

Except as otherwise provided in this Plan, or as otherwise may be agreed between the Debtors and the Required Consenting Lenders, each Debtor, as a Reorganized Debtor, shall continue to exist after the Effective Date as a separate corporate Entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each Debtor is incorporated or formed and pursuant to the respective memorandum and articles of association, certificate of incorporation and bylaws (or other formation documents) in effect before the Effective Date, except to the extent such memorandum and articles of association, certificate of incorporation and bylaws (or other formation documents) are amended by this Plan, by the Debtors, or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to this Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law), without prejudice to any right to alter or terminate such existence (whether by merger or otherwise) in accordance with such applicable law.

On or after the Effective Date, without prejudice to the rights of any party to a contract or other agreement with any Reorganized Debtor, each Reorganized Debtor may, without the need for approval of the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, take such action as permitted by applicable law, and such Reorganized Debtor's Organizational Documents, as such Reorganized Debtor may determine is reasonable and appropriate, including, without limitation, causing: (a) a Reorganized Debtor to be merged into another Reorganized Debtor or an Affiliate of a Reorganized Debtor; (b) a Reorganized Debtor to be dissolved; (c) the conversion of a Reorganized Debtor from one entity type to another entity type; (d) the legal name of a Reorganized Debtor to be changed; (e) the closure of a Reorganized Debtor's Chapter 11 Case on the Effective Date or any time thereafter; or (f) the reincorporation of a Reorganized Debtor under the law of jurisdictions other than the law under which the applicable Debtor currently is incorporated.

D. *Vesting of Assets in the Reorganized Debtors Free and Clear of Liens and Claims*

Except as otherwise expressly provided in this Plan or any agreement, instrument, or other document incorporated herein pursuant to sections 1123(a)(5), 1123(b)(3), 1141(b) and (c), and other applicable provisions of the Bankruptcy Code, on and after the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to this Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, other encumbrances or interests, except for those Liens, Claims, charges, or other encumbrances arising from or related to the Exit Facilities Documents. On and after the Effective Date, the Reorganized Debtors may (1) operate their respective businesses, (2) use, acquire, and dispose of their respective property, and (3) prosecute, compromise or settle any Claims, Interests, or Causes of Action, in each case without notice to, supervision of, or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, including for the avoidance of doubt any restrictions on the use, acquisition, sale, lease, or disposal of property under section 363 of the Bankruptcy Code. Anything in this Plan to the contrary notwithstanding, the Unimpaired Claims against a Debtor shall remain the obligations solely of such Debtor or such Reorganized Debtor and shall not become obligations of any other Debtor or Reorganized Debtor by virtue of this Plan, the Chapter 11 Cases, or otherwise.

E. *Cancellation of Existing Agreements and Existing Equity Interests.*

On the Effective Date, except with respect to the Exit Facilities Documents, or to the extent otherwise provided in this Plan, the Combined Order, or any other Definitive Document, all notes, bonds, indentures, certificates, securities, purchase rights, options, warrants, calls, puts, awards, commitments, registration rights, preemptive rights, rights of first refusal, rights of first offer, co-sale rights, investor rights, collateral agreements, subordination agreements, or other instruments or documents directly or indirectly evidencing, creating, or relating to any existing indebtedness or obligations of or ownership interest in the Debtors or giving rise to any rights or obligations relating to Claims against or Interests in the Debtors shall be deemed canceled and surrendered, and the obligations of the Debtors or the Reorganized Debtors, as applicable, and any Non-Debtor Affiliates thereunder or in any way related thereto shall be deemed satisfied in full, released, and discharged and the obligations of the Debtors pursuant, relating, or pertaining to any agreements, notes, bonds, indentures, certificates, securities, purchase rights, options, warrants, calls, puts, awards, commitments, registration rights, preemptive rights, rights of first refusal, rights of first offer, co-sale rights, investor rights, collateral agreements, subordination agreements, or other instruments or documents directly or indirectly evidencing, creating, or relating to any existing indebtedness or obligations of or ownership interest in the Debtors or giving rise to any rights or obligations relating to Claims against or Interests in the Debtors (except such agreements, certificates, notes, or other instruments evidencing indebtedness or obligations of the Debtors that are specifically Reinstated or assumed pursuant to this Plan, if any) shall be released and discharged; *provided*, that, notwithstanding such cancellation, satisfaction, release, and discharge, anything to the contrary contained in this Plan or the Combined Order, Confirmation, or the occurrence of the Effective Date, any such document or instrument that governs the rights, claims, or remedies of the Holder of a Claim or Interest shall continue in effect solely for purposes of: (1) enabling the Holder of such Claim or Interest to receive distributions on account of such Claim or Interest under this Plan as provided herein; (2) allowing and preserving the rights of the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to make distributions as specified under this Plan on account of Allowed Claims, as applicable, including allowing the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to submit invoices for any amount and enforce any obligation owed to them under this Plan to the extent authorized or allowed by the applicable documents; (3) permitting the Reorganized Debtors and any other Distribution Agent, as applicable, to make distributions on account of applicable Claims and Interests, as applicable; (4) preserving the Prepetition Agents', DIP Agents', and Exit Facility Agents', as applicable, rights, if any, to compensation and indemnification as against any money or property distributable to the Holders of Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims, as applicable, including permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to maintain, enforce, and exercise any priority of payment or charging liens against such distributions each pursuant and subject to the terms of the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and DIP Credit Agreements, as applicable, as in effect on or immediately before the Effective Date, (5) preserving all rights, remedies, indemnities, powers, and protections, including rights of enforcement, of the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, against any person other than a Released Party (which Released Parties include the Debtors, Reorganized Debtors, and Non-Debtor Affiliates), and any exculpations of the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable; *provided*, that the Prepetition Agents, DIP Agents, and Exit Facility Agents, shall remain entitled to indemnification or contribution from the Holders of Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims, each pursuant and subject to the terms of the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and DIP Credit Agreements, as applicable, as in effect on the Effective Date, (6) permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to enforce any obligation (if any) owed to them under this Plan, (7) permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents to appear in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court, and (8) permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents, to perform any functions that are necessary to effectuate the foregoing; *provided, however*, that nothing in this

Article IV shall affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Combined Order, or this Plan, or (except as set forth in (5) above) the releases of the Released Parties pursuant to Article IX, or result in any expense or liability to the Debtors or Reorganized Debtors, as applicable, except as expressly provided for in this Plan. For the avoidance of doubt, nothing in this Article IV shall cause the Reorganized Debtors' obligations under the Exit Facilities Documents to be deemed satisfied in full, released, or discharged; *provided*, that notwithstanding this sentence, the Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims shall be deemed satisfied in full, released, and discharged on the Effective Date. In furtherance of the foregoing, as of the Effective Date, Holders of Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims shall be deemed to have released any such Claims against the Reorganized Debtors under the Prepetition ABL Facility Documents, Prepetition Term Loan Documents, and DIP Facilities Documents and are enjoined from pursuing any such claims against any of the Reorganized Debtors in respect of such Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims.

On the Effective Date, the Prepetition Agents, the DIP Agents, and each of their respective directors, officers, employees, agents, Affiliates, controlling persons, and legal and financial advisors shall be automatically and fully released and discharged from any further responsibility under the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and DIP Credit Agreements, as applicable. The Prepetition Agents, DIP Agents, and each of their respective directors, officers, employees, agents, Affiliates, controlling persons, and legal and financial advisors shall be discharged and shall have no further obligation or liability except as provided in this Plan and the Combined Order, and after the performance by the Prepetition Agents, DIP Agents, and their Representatives and professionals of any obligations and duties required under or related to this Plan or the Combined Order, the Prepetition Agents, DIP Agents, and each of their respective directors, officers, employees, agents, Affiliates, controlling persons, and legal and financial advisors shall be relieved of and released from any obligations and duties arising thereunder. The fees, expenses, and costs of the Prepetition Agents and the DIP Agents, including fees, expenses, and costs of each of their respective professionals incurred after the Effective Date in connection with the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, or DIP Credit Agreements, as applicable, and reasonable and documented fees, costs, and expenses associated with effectuating distributions pursuant to this Plan, including the fees and expenses of counsel, if any, shall be paid in accordance with the terms of this Plan and the applicable Definitive Documents.

F. *Sources for Plan Distributions and Transfers of Funds Among Debtors*

The Debtors shall fund Cash distributions under this Plan with Cash on hand, including Cash from operations, and the proceeds of the DIP Facilities and Exit Facilities. The Debtors shall make non-Cash distributions as required under the Plan in the form of Exit Term Loans, Exit ABL Loans and New Equity Interests. Cash payments to be made pursuant to this Plan shall be made by the Reorganized Debtors in accordance with Article VI. Subject to any applicable limitations set forth in any post-Effective Date agreement (including the New Organizational Documents), the Reorganized Debtors shall be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Reorganized Debtors to satisfy their obligations under this Plan. Except as set forth herein, any changes in intercompany account balances resulting from such transfers shall be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and shall not violate the terms of this Plan.

From and after the Effective Date, the Reorganized Debtors, subject to any applicable limitations set forth in any post-Effective Date agreement (including the New Organizational Documents and the Exit Facilities Documents), shall have the right and authority without further order of the Bankruptcy Court to raise additional capital and obtain additional financing in accordance with, and subject to, applicable law.

G. *Exit Facilities and Exit Facilities Documents*

To the extent required and subject to the occurrence of the Effective Date, Confirmation of this Plan shall be deemed to constitute approval by the Bankruptcy Court of the Exit Facilities Documents (including all transactions contemplated thereby, such as any supplementation or syndication of the Exit Term Loans, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the incurrence of Liens securing the Exit Facilities and the payment of all fees, payments, indemnities, and expenses associated therewith) and, subject to the occurrence of the Effective Date, authorization for the applicable Reorganized Debtors to enter into and perform their obligations under the Exit Facilities Documents and such other documents as may be reasonably required or appropriate, subject to any consent or approval rights under the Definitive Documents. On or around the Effective Date, the Reorganized Debtors shall execute and deliver the Exit Facilities Documents, and shall execute, deliver, file, record, and issue any other related notes, guarantees, security documents, instruments, or agreements in connection therewith, in each case, without (a) further notice to the Bankruptcy Court, or (b) further act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. On the Effective Date, the Exit Facilities shall be subject to the Exit Intercreditor Agreement.

On the Effective Date, the Exit Facilities Documents shall constitute legal, valid, binding, and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms. The financial accommodations to be extended pursuant to the Exit Facilities Documents are being extended, and shall be deemed to have been extended, and all related payments made in connection therewith shall have been made, in each case, in good faith, for legitimate business purposes, for reasonably equivalent value, as an inducement to the applicable lenders to extend credit under the applicable Exit Facilities, are reasonable, shall not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted, carried forward, continued, amended, extended, and/or reaffirmed (including in connection with any DIP ABL Loan Claims that are refinanced by the Exit ABL Credit Agreement or DIP Term Loan Claims that are refinanced by the Exit Term Loan Credit Agreement) under the Exit Facilities Documents shall: (1) be continuing, legal, binding, and enforceable Liens on, and security interests in, the collateral granted in accordance with the terms of the applicable Exit Facilities Documents; (2) be granted, carried forward, continued, amended, extended, reaffirmed, and deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted thereunder; and (3) not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of this Plan and the Combined Order (it being understood that perfection shall occur automatically by virtue of the entry of the Combined Order, and any such filings, recordings, approvals, and consents shall not be required), and shall thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

H. *Issuance of New Equity Interests and Deregistration*

On the Effective Date, Reorganized Parent shall issue or reserve for issuance and deliver all of the New Equity Interests in accordance with the terms of this Plan and the New Organizational Documents. The issuance and delivery of the New Equity Interests is authorized without the need for further corporate

or other action or any consent or approval of any national securities exchange upon which the New Equity Interests may be listed on or immediately following the Effective Date. All of the New Equity Interests issuable under this Plan and the Combined Order shall, when so issued be duly authorized, validly issued, fully paid, and non-assessable. The issuance and delivery of the New Equity Interests in accordance with this Plan are authorized without the need for any further limited liability company or corporate action and without any further action by any Holder of a Claim or Interest.

Any Holder of an Allowed Prepetition Term Loan Claim or any DIP Term Lender entitled to the DIP Equity Premium may designate that all or a portion of such Holder's share of the New Equity Interests to be distributed as part of the treatment of such Allowed Prepetition Term Loan Claim or on account of the DIP Equity Premium, be registered in the name of, and delivered to, its designee by delivering notice thereof to counsel to the Debtors and to the Notice and Claims Agent at least five (5) Business Days prior to the Effective Date. Any such designee must be an "accredited investor" as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

Reorganized Parent intends to exist and operate as a private company after the Effective Date. As promptly as reasonably practicable following the Effective Date, Reorganized Parent expects to take all necessary steps to terminate the registration of all Securities under the Exchange Act and Securities Act, including to de-register its Existing Equity Interests, and to terminate its reporting obligations under sections 12, 13, and 15(d) of the Exchange Act, including by (1) filing, or causing any applicable national securities exchange to file, a Form 25 with the SEC under the Exchange Act, and (2) filing a Form 15 with the SEC under the Exchange Act.

1. Absence of Listing / Transfer of New Equity Interests

On the Effective Date, the Reorganized Parent shall issue the New Equity Interests pursuant to this Plan and the New Organizational Documents. Reorganized Parent shall not be obligated to effect or maintain any listing of the New Equity Interests for trading on any national securities exchange (within the meaning of the Exchange Act) and it has no current intention of maintaining or obtaining such listing. Distributions of the New Equity Interests are expected to be delivered via book-entry transfer by the Distribution Agent in accordance with this Plan and the New Organizational Documents, rather than through the facilities of DTC; however, in the event the New Equity Interests are DTC eligible on the Effective Date, distributions shall be made via DTC. Upon the Effective Date, after giving effect to the Restructuring Transactions, the New Equity Interests shall be that number of shares or membership interests as may be designated in the New Organizational Documents.

On and after the Effective Date, transfers of New Equity Interests shall be made in accordance with applicable United States law, United States securities laws (as applicable), and the New Organizational Documents.

I. *Exemption from Registration Requirements*

No registration statement shall be filed under the Securities Act, or pursuant to any state securities laws, with respect to the offer, issuance and distribution of the New Equity Interests under this Plan. The offering, sale, issuance, and distribution of the New Equity Interests in exchange for Claims pursuant to Article II and Article III and pursuant to the Combined Order shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable United States, state, or local law requiring registration for the offer or sale of a security pursuant to section 1145 of the Bankruptcy Code. Any and all such New Equity Interests may be resold without registration under the Securities Act by the recipients thereof pursuant to the exemption provided by Section 4(a)(1) of the Securities Act, subject to: (1) the provisions of section 1145(b)(1) of the Bankruptcy Code, which limits resale by Persons who are "underwriters" as that term is defined in such section; (2) restrictions under the

Securities Act applicable to recipients who are an “affiliate” of the Reorganized Debtors as defined in Rule 144(a)(1) under the Securities Act, (3) compliance with any applicable state or foreign securities laws, if any, and any rules and regulations of the SEC, if any, applicable at the time of any future transfer of such Securities; (4) the restrictions, if any, on the transferability of such Securities in the Organizational Documents of the issuer of, or in agreements or instruments applicable to holders of, such Securities; and (5) any other applicable regulatory approval.

The Reorganized Debtors need not provide any further evidence other than this Plan and the Combined Order with respect to the treatment of the New Equity Interests under applicable securities laws.

Notwithstanding anything to the contrary in this Plan, no Person or Entity (including, for the avoidance of doubt, DTC) shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by this Plan, including, for the avoidance of doubt, whether the New Equity Interests are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. All such Persons and Entities including DTC shall be required to accept and conclusively rely upon this Plan or the Combined Order in lieu of a legal opinion regarding whether the New Equity Interests are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. Notwithstanding any policies, practices, or procedures of DTC, DTC and any participants and intermediaries shall fully cooperate and take all actions to facilitate any and all transactions necessary or appropriate for implementation of this Plan or other contemplated thereby, including without limitation any and all distributions pursuant to this Plan.

J. *New Organizational Documents*

Subject to Article IV.E, the Reorganized Debtors and Reorganized Parent shall enter into such agreements and amend their corporate governance documents to the extent necessary to implement the terms and provisions of this Plan. Without limiting the generality of the foregoing, as of the Effective Date, each of the Reorganized Debtors shall be governed by the New Organizational Documents applicable to it. From and after the Effective Date, the Organizational Documents of each of the Reorganized Debtors will be deemed to be modified to prohibit the issuance of non-voting equity Securities, solely to the extent required under section 1123(a)(6) of the Bankruptcy Code. On or immediately before the Effective Date, each Reorganized Debtor and Reorganized Parent shall file its New Organizational Documents, if any, with the applicable Secretary of State and/or other applicable authorities in its jurisdiction of incorporation or formation in accordance with applicable laws of its jurisdiction of incorporation or formation, to the extent required for such New Organizational Documents to become effective. The New Organizational Documents for the Reorganized Debtors and Reorganized Parent shall be in form and substance (including customary minority protections) acceptable to the Required Consenting Lenders.

As a condition to receiving the New Equity Interests, Holders of Allowed Prepetition Term Loan Claim or Holders entitled to receive New Equity Interests on account of the DIP Equity Premium and/or any of their respective designees for receipt of New Equity Interests will be required to execute and deliver the New Organizational Documents for Reorganized Parent. For the avoidance of doubt, any Entity’s or Person’s receipt of New Equity Interests under, or as contemplated by, the Plan (including on account of the DIP Equity Premium) shall be deemed to be its agreement to the terms of the New Organizational Documents for Reorganized Parent, and such Entities and Persons shall be deemed signatories to the New Organizational Documents for Reorganized Parent without further action required on their part. The New Organizational Documents for Reorganized Parent will be effective as of the Effective Date and, as of such date, will be deemed to be valid, binding, and enforceable in accordance with its terms, and each Holder of New Equity Interests will be bound thereby in all respects even if such Holder has not actually executed and delivered a counterpart thereof.

K. *Release of Liens and Claims*

To the fullest extent provided under section 1141(c) and other applicable provisions of the Bankruptcy Code, except as otherwise provided in this Plan, the Combined Order, or in any contract, instrument, release, or other agreement or document entered into or delivered in connection with this Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article VI, all Liens, Claims, mortgages, deeds of trust, or other security interests against the assets or property of the Debtors or the Estates shall be fully released, canceled, terminated, extinguished, and discharged, in each case without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity; *provided*, that (1) the Liens granted to the DIP Agents pursuant to the DIP Credit Agreements and (2) any and all Liens or security securing the Debtor's obligations under the Insurance Contracts, which, for avoidance of doubt, includes grants of security interests in, without limitation, escrow accounts, deposit accounts, Cash Collateral, and letters of credit issued for the benefit of Insurers, shall remain in full force and effect solely to the extent provided for in this Plan. The filing of the Combined Order with any federal, state, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens, Claims, and other interests to the extent provided in the immediately preceding sentence. Any Person or Entity holding such Liens, Claims, or interests shall, pursuant to section 1142 of the Bankruptcy Code, promptly execute and deliver to the Reorganized Debtors such instruments of termination, release, satisfaction, and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtors.

L. *Exemption from Certain Taxes and Fees*

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfer (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under, pursuant to, in contemplation of, or in connection with this Plan (including the Restructuring Transactions) pursuant to (1) the issuance, distribution, transfer, or exchange of any debt, securities, or other interest in the Debtors or the Reorganized Debtors, (2) the creation, modification, consolidation, termination, refinancing, or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means, (3) the making, assignment, or recording of any lease or sublease, (4) the grant of collateral security for any or all of the Exit Facilities or other indebtedness, or (5) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, this Plan, including, without limitation, any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to this Plan (including the Restructuring Transactions), shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and the appropriate U.S. federal, state or local governmental officials, agents, or filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(a) of the Bankruptcy Code, and shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee or governmental assessment.

M. *Directors and Officers of the Reorganized Debtors*

1. Reorganized Board

The members of the Reorganized Board shall consist of a number of members determined by the Required Consenting Lenders in their sole discretion, which shall consist of members appointed in a manner determined by the Required Consenting Lenders in their sole discretion and set forth in the New

Organizational Documents for Reorganized Parent. Except to the extent that a member of the board of directors or board of managers, or the sole manager, as applicable, of a Debtor is designated in the Plan Supplement to serve as a director, manager, or sole manager of such Reorganized Debtor on the Effective Date, the members of the board of directors or board of managers, or the sole manager, as applicable, of each Debtor prior to the Effective Date, in their capacities as such, shall have no continuing obligations to the Reorganized Debtors on or after the Effective Date, and each such director, manager, or sole manager shall be deemed to have resigned or shall otherwise cease to be a director, manager, or sole manager of the applicable Debtor on the Effective Date. Each of the directors, managers, sole managers and officers of each of the Reorganized Debtors and Reorganized Parent shall serve pursuant to the terms of the applicable New Organizational Documents of such Reorganized Debtor or Reorganized Parent, as applicable, and may be designated, replaced, or removed in accordance with such New Organizational Documents.

2. Senior Management

The existing officers of the Debtors as of the Effective Date shall remain in their current capacities as officers of the Reorganized Debtors, subject to their right to resign and the ordinary rights and powers of the Reorganized Board to remove or replace them in accordance with the New Organizational Documents and any applicable employment agreements that are assumed pursuant to this Plan.

3. Management Incentive Plan

After the Effective Date, the Reorganized Board shall adopt the Management Incentive Plan in accordance with the Transaction Term Sheet. The form of the awards (i.e., options, restricted stock or units, appreciation rights, etc.), the participants in the Management Incentive Plan, the allocations of the awards to such participants (including the amount of allocations and the timing of the grant of the awards), and the terms and conditions of the awards (including vesting, exercise prices, base values, hurdles, forfeiture, repurchase rights and transferability) shall be determined by the Reorganized Board in its sole discretion.

N. *Preservation of Causes of Action*

In accordance with section 1123(b) of the Bankruptcy Code, but subject to the releases and exculpation set forth in this section and in Article IX below, all Causes of Action that a Debtor may hold against any Entity shall vest in the applicable Reorganized Debtor on the Effective Date, including each Cause of Action set forth in the schedule of retained Causes of Action included in the Plan Supplement. Thereafter, the Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, whether arising before or after the Petition Date, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. **No Entity may rely on the absence of a specific reference in this Plan, the Plan Supplement, or the Disclosure Statement to any specific Cause of Action as any indication that the Debtors or the Reorganized Debtors shall not pursue any and all available Causes of Action. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in this Plan,** and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise) or laches, shall apply to any Cause of Action upon, after, or as a consequence of the Confirmation or the occurrence of the Effective Date. In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any of the Debtors are a plaintiff, defendant, or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits. For the avoidance of doubt, in no instance shall any Cause of Action preserved pursuant to this Article IV.N include any Claim or Cause of Action released or exculpated under this Plan (including, without limitation, by the Debtors).

O. *Corporate Action*

Each of the Debtors and the Reorganized Debtors may take any and all actions to execute, deliver, file or record such contracts, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the provisions of this Plan, and without further notice to or order of the Bankruptcy Court, any act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, officers, or directors of the Debtors or the Reorganized Debtors or by any other Person (except for those expressly required pursuant hereto or by the Definitive Documents).

Upon the Effective Date, all actions contemplated by this Plan shall be deemed authorized, approved, and, to the extent taken before the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, directors, managers, or officers of the Debtors, the Reorganized Debtors, or any other Entity, including: (1) assumption and rejection (as applicable) of Executory Contracts and Unexpired Leases; (2) selection of the directors, managers, and officers for each of the Reorganized Debtors and Reorganized Parent; (3) the execution of the New Organizational Documents and the Exit Facilities Documents; (4) the issuance and delivery of the New Equity Interests and incurrence of the Exit Facilities; (5) implementation of the Restructuring Transactions; and (6) all other acts or actions contemplated, or reasonably necessary or appropriate to promptly consummate the transactions contemplated by this Plan (whether to occur before, on, or after the Effective Date). All matters provided for in this Plan involving the company structure of the Debtors, and any company action required by the Debtors in connection therewith, shall be deemed to have occurred on, and shall be in effect as of, the Effective Date, without any requirement of further action by the security holders, directors, managers, authorized persons, or officers of the Debtors, the Reorganized Debtors, or Reorganized Parent or otherwise.

Before, on, and after the Effective Date, the appropriate officers, directors, managers, or authorized persons of the Debtors, the Reorganized Parent, or any direct or indirect subsidiaries of the Reorganized Parent (including any president, vice-president, chief executive officer, treasurer, general counsel, secretary, or chief financial officer thereof) shall be authorized and directed to issue, execute, and deliver the agreements, documents, securities, memoranda and articles of association, certificates of incorporation, certificates of formation, bylaws, operating agreements, other organization documents, and instruments contemplated by this Plan (or necessary or desirable to effect the transactions contemplated by this Plan) in the name of and on behalf of the applicable Debtors or applicable Reorganized Debtors, including the (1) New Organizational Documents, (2) Exit Facilities Documents, and (3) any and all other agreements, documents, securities, and instruments relating to or contemplated by the foregoing. Before or on the Effective Date, each of the Debtors is authorized, in its sole discretion, to change its name or corporate form and to take such other action as required to effectuate a change of name or corporate form in the jurisdiction of incorporation of the applicable Debtor or Reorganized Debtor. To the extent the Debtors change their names or corporate form before the closing of the Chapter 11 Cases, the Debtors shall change the case captions accordingly.

The authorizations, approvals and directives contemplated by this Article IV.O shall be effective notwithstanding any requirements under non-bankruptcy Law.

P. *Prepetition Intercreditor Agreement*

Notwithstanding anything to the contrary in this Plan, the treatment of, and distributions (including rights to adequate protection and participation in the DIP Term Loan Facility) made to Holders of Prepetition Term Loan Claims shall not be subject to the Prepetition Intercreditor Agreement or the terms thereof (including any turnover and disgorgement provisions), and the Prepetition Intercreditor Agreement shall be deemed so amended to the extent necessary to effectuate same.

Q. *Effectuating Documents; Further Transactions*

Before, on, and after the Effective Date, the Debtors and the Reorganized Debtors and the directors, managers, officers, authorized persons, and members of the boards of directors or managers and directors or managers thereof, are authorized to and may issue, execute, deliver, file, or record such contracts, securities, notes, instruments, certificates, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and provisions of this Plan, the New Organizational Documents, the Exit Facilities Documents, and any Securities issued pursuant to this Plan in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorizations, actions, or consents except for those expressly required pursuant to this Plan or the Transaction Support Agreement.

R. *Authority of the Debtors*

Effective on the Confirmation Date, the Debtors shall be empowered and authorized to take or cause to be taken, before the Effective Date, all actions necessary or appropriate to achieve the Effective Date and enable the Reorganized Debtors to implement effectively the provisions of this Plan, the Combined Order, the Definitive Documents, and the Restructuring Transactions.

S. *No Substantive Consolidation*

This Plan is being proposed as a joint chapter 11 plan of the Debtors for administrative purposes only and constitutes a separate chapter 11 plan for each Debtor. This Plan is not premised upon the substantive consolidation of the Debtors with respect to the Classes of Claims or Interests set forth in this Plan.

T. *Continuing Effectiveness of Final Orders*

Payment authorization granted to the Debtors under any prior Final Order entered by the Bankruptcy Court shall continue in effect after the Effective Date. Accordingly, the Debtors or the Reorganized Debtors may pay or otherwise satisfy any Claim to the extent permitted by, and subject to, the applicable Final Order without regard to the treatment that would otherwise be applicable to such Claim under this Plan.

U. *Modifications to Executory Contracts and Unexpired Leases*

The Debtors, with the consent of the Required Consenting Term Lenders, are authorized to enter into, and perform under, amendments or modifications of any Executory Contracts or Unexpired Leases with the counterparty to such Executory Contract or Unexpired Lease and pay any amounts due as a result of such amendment or modification.

**Article V.
TREATMENT OF EXECUTORY CONTRACTS
AND UNEXPIRED LEASES; EMPLOYEE BENEFITS; AND INSURANCE POLICIES**

A. *Assumption of Executory Contracts and Unexpired Leases*

On the Effective Date, except as otherwise provided in this Plan, each of the Executory Contracts and Unexpired Leases not previously rejected, assumed, or assumed and assigned pursuant to an order of the Bankruptcy Court shall be deemed assumed and amended (solely to the extent necessary to implement the terms of the Restructuring Transactions), as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code *except* any Executory Contract or Unexpired Lease (1) identified on the Rejected Executory Contract/Unexpired Lease List (which shall initially be filed with the Bankruptcy Court on the Plan Supplement Filing Date) as an Executory Contract or Unexpired Lease to be rejected (if any), (2) that

is the subject of a separate motion or notice to reject pending as of the Effective Date, or (3) that previously expired or terminated pursuant to its own terms (disregarding any terms the effect of which is invalidated by the Bankruptcy Code).

Entry of the Combined Order by the Bankruptcy Court shall constitute an order approving the assumption of the Transaction Support Agreement pursuant to sections 365 and 1123 of the Bankruptcy Code and effective on the occurrence of the Effective Date. The Transaction Support Agreement shall be binding and enforceable against the applicable parties thereto in accordance with its terms. For the avoidance of doubt, the assumption of the Transaction Support Agreement shall not otherwise modify, alter, amend, or supersede any of the terms or conditions thereof including, without limitation, any termination events or provisions thereunder.

Entry of the Combined Order by the Bankruptcy Court shall constitute an order approving the assumption of the Executory Contracts and Unexpired Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code, effective on the occurrence of the Effective Date. Each Executory Contract and Unexpired Lease assumed pursuant to this Plan or by Bankruptcy Court order shall re-vest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as such terms may have been modified by order of the Bankruptcy Court.

To the maximum extent permitted by law, unless otherwise provided herein, the transactions contemplated by this Plan shall not constitute a “change of control” or “assignment” (or terms with similar effect) under any Executory Contract or Unexpired Lease assumed pursuant to this Plan, or any other transaction, event, or matter that would (1) result in a violation, breach, or default under such Executory Contract or Unexpired Lease, (2) increase, accelerate, or otherwise alter any obligations, rights, or liabilities of the Debtors or the Reorganized Debtors under such Executory Contract or Unexpired Lease, or (3) result in the creation or imposition of a Lien upon any property or asset of the Debtors or the Reorganized Debtors pursuant to the applicable Executory Contract or Unexpired Lease. Any consent or advance notice required under such Executory Contract or Unexpired Lease in connection with assumption thereof (pursuant to the other provisions of this Article V.A) shall be deemed satisfied by Confirmation.

Notwithstanding anything to the contrary in this Plan, but subject to the *Consent Rights* in Article I.C, the Debtors reserve the right to amend or supplement the Rejected Executory Contract/Unexpired Lease List in their discretion before the Effective Date and, after the Effective Date, the Reorganized Debtors, shall have the right to amend Rejected Executory Contract/Unexpired Lease List; *provided*, that such right to amend shall not apply to any Unexpired Lease for nonresidential property; *provided, further* that the Debtors shall give prompt notice of any such amendment or supplement to any affected counterparty and such counterparty shall have no less than seven (7) days to object thereto on any grounds.

The Rejected Executory Contract/Unexpired Lease List shall be filed with the Plan Supplement, *provided* that the Debtors may amend such list (including by adding or removing contracts and leases therefrom) at any time prior to the Effective Date. Notwithstanding anything herein to the contrary, with respect to any Unexpired Lease of nonresidential real property that is listed on the Rejected Executory Contract/Unexpired Lease List, the effective date of the rejection of any such Unexpired Lease shall be the later of (1) the Effective Date and (2) the date upon which the Debtors notify the landlord in writing (email being sufficient) that they have surrendered the premises to the landlord and returned the keys, key codes, or security codes, as applicable. Any property remaining on the premises subject to a rejected Unexpired Lease shall be deemed abandoned by the Debtors or the Reorganized Debtors, as applicable, as of the effective date of rejection, and the counterparty to such Unexpired Lease shall be authorized to use or dispose of any property left on the premises in its sole and absolute discretion without notice or liability to the Debtors or the Reorganized Debtors, as applicable, or any third party.

B. *Payments on Assumed Executory Contracts and Unexpired Leases*

Any monetary default under an Executory Contract or Unexpired Lease to be assumed pursuant to this Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash in the ordinary course of business, subject to the limitation described below, or on such other terms as the parties to such Executory Contract or Unexpired Lease may otherwise agree.

Parties to Executory Contracts and Unexpired Leases assumed by the Debtors pursuant to the Plan shall not be required to File a Proof of Claim or objection to assert or preserve any Cure Cost. Notwithstanding anything to the contrary in the Plan, all Cure Cost shall be Unimpaired by the Plan and all Cure Cost outstanding as of the Effective Date shall remain continuing obligations of the Reorganized Debtors following the Effective Date subject to all parties' rights and defenses with respect thereto.

Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Combined Order, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.

In the event of a dispute regarding (1) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365(b) of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (2) any other matter pertaining to assumption, the Bankruptcy Court shall hear such dispute before the assumption becoming effective; *provided*, that the Debtors, with the consent of the Required Consenting Lenders may settle any such dispute and shall pay any agreed upon Cure Cost without any further notice to any party or any action, order, or approval. The cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order(s) resolving the dispute and approving the assumption and shall not prevent or delay implementation of this Plan or the occurrence of the Effective Date.

C. *Claims Based on Rejection of Executory Contracts and Unexpired Leases*

Unless otherwise provided by a Bankruptcy Court order, any Proofs of Claim asserting Rejection Damages Claims pursuant to this Plan or otherwise must be filed with the Notice and Claims Agent within thirty (30) days of the later of (1) the effective date of the rejection of the applicable Executory Contract or Unexpired Lease (which shall be the Confirmation Date unless otherwise provided in an order of the Bankruptcy Court providing for the rejection of an Executory Contract or Unexpired Lease); (2) the Confirmation Date; or (3) the date of the order authorizing the rejection of the applicable Executory Contract or Unexpired Lease. **Any Rejection Damages Claims that are not timely filed shall be automatically disallowed without further order of the Bankruptcy Court.** All Allowed Rejection Damages Claims shall constitute General Unsecured Claims and shall be treated in accordance with Article III.B.

Any Rejection Damages Claims for Executory Contracts or Unexpired Leases that the Debtors, with the consent of the Required Consenting Term Lenders, elect to reject shall be paid in full on the Effective Date, subject to the applicable provisions of the Bankruptcy Code, including sections 502(b)(6) and 510(b); *provided*, that such Claim is not a Subordinated Claim, in which case such Claim shall be treated as a Subordinated Claim pursuant to the terms of this Plan.

D. *Contracts and Leases Entered into After the Petition Date*

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by any Debtor, shall be performed by such Debtor or Reorganized Debtor, as applicable, liable thereunder in the ordinary course of business. Accordingly, such contracts and

leases (including any Executory Contracts and Unexpired Leases assumed or assumed and assigned pursuant to section 365 of the Bankruptcy Code) that have not been rejected as of the Confirmation Date shall survive and remain unaffected by entry of the Combined Order.

E. *Reservation of Rights*

Nothing contained in this Plan shall constitute an admission by the Debtors that any contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, the Debtors or Reorganized Debtors, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease. If there is a dispute regarding a Debtor's or Reorganized Debtor's liability under an assumed Executory Contract or Unexpired Lease, the Reorganized Debtors shall be authorized to move to have such dispute heard by the Bankruptcy Court pursuant to Article X.

F. *Directors and Officers Insurance Policies*

On the Effective Date the Reorganized Debtors shall be deemed to have assumed all of the Debtors' D&O Insurance Policies (including any "tail coverage" and all agreements, documents, or instruments related thereto) in effect before the Effective Date pursuant to sections 105 and 365(a) of the Bankruptcy Code, without the need for any further notice to or action, order, or approval of the Bankruptcy Court. Confirmation of this Plan shall not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of the D&O Insurance Policies, and each such indemnity obligation shall be deemed and treated as an Executory Contract that has been assumed by the Debtors under this Plan as to which no Proof of Claim need be Filed. The Debtors and, after the Effective Date, the Reorganized Debtors shall retain the ability to supplement such D&O Insurance Policies as the Debtors or Reorganized Debtors, as applicable, may deem necessary. For the avoidance of doubt, entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Reorganized Debtors' foregoing assumption of each of the unexpired D&O Insurance Policies.

In addition, on or after the Effective Date, none of the Reorganized Debtors shall terminate or otherwise reduce the coverage under any D&O Insurance Policies (including any "tail policy" and all agreements, documents, or instruments related thereto) in effect on or before the Effective Date, with respect to conduct occurring prior thereto, and all current and former directors, officers, and managers of the Debtors who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any such policies for the full term of such policies regardless of whether such current and former directors, officers, and managers remain in such positions after the Effective Date, all in accordance with and subject in all respects to the terms and conditions of the D&O Insurance Policies, which shall not be altered.

G. *Other Insurance Contracts*

On the Effective Date, each of the Debtors' Insurance Contracts in existence as of the Effective Date shall be Reinstated and continued in accordance with their terms and, to the extent applicable, shall be deemed assumed by the applicable Reorganized Debtor pursuant to section 365 of the Bankruptcy Code and Article V. Nothing in this Plan shall affect, impair, or prejudice the rights of the insurance carriers, the insureds, or the Reorganized Debtors under the Insurance Contracts in any manner, and such insurance carriers, the insureds, and Reorganized Debtors shall retain all rights and defenses under such Insurance Contracts. The Insurance Contracts shall apply to and be enforceable by and against the insureds and the Reorganized Debtors in the same manner and according to the same terms and practices applicable to the Debtors, as existed before the Effective Date.

H. *Indemnification Provisions and Reimbursement Obligations*

On and as of the Effective Date, and except as prohibited by applicable law and subject to the limitations set forth herein, the Indemnification Provisions shall be assumed and irrevocable and shall survive the effectiveness of this Plan, and the New Organizational Documents shall provide to the fullest extent provided by law for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to the Debtors' and the Reorganized Debtors' current and former directors, officers, equity holders, managers, members, employees, accountants, investment bankers, attorneys, other professionals, agents of the Debtors, and such current and former directors', officers', equity holders', managers', members', and employees' respective Affiliates (each of the foregoing solely in their capacity as such) at least to the same extent as the Indemnification Provisions, against any Claims or Causes of Action whether direct or derivative, liquidated or unliquidated, fixed or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted. Notwithstanding anything in this Plan to the contrary, none of the Reorganized Debtors shall amend and/or restate the New Organizational Documents before or after the Effective Date to terminate or adversely affect any of the Indemnification Provisions.

I. *Employee Compensation and Benefits*

1. Compensation and Benefits Programs

Subject to the provisions of this Plan, all Compensation and Benefits Programs (other than awards of stock options, restricted stock, restricted stock units, and other equity awards, equity or equity-based incentive plans, employee stock purchase plans, and any other agreements or awards, or provisions set forth in any Compensation and Benefits Programs or Assumed Employee Agreement that provide for rights to acquire Interests or New Equity Interests and any agreement or plan whose value is related to Interests or New Equity Interests or other ownership interests of the Debtors, which, in each case, shall not constitute or be deemed to constitute Executory Contracts and shall be deemed terminated on the Effective Date) shall be treated as Executory Contracts under this Plan and deemed assumed on the Effective Date pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code. All Proofs of Claim Filed for amounts due under any Compensation and Benefits Program shall be considered satisfied by the applicable agreement and/or program and agreement to assume and cure in the ordinary course as provided in this Plan. All collective bargaining agreements to which any Debtor is a party, and all Compensation and Benefits Programs which are maintained pursuant to such collective bargaining agreements or to which contributions are made or benefits provided pursuant to a current or past collective bargaining agreement, shall be deemed assumed on the Effective Date pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code and the Reorganized Debtors reserve all of their rights under such agreements. For the avoidance of doubt, the Debtors and Reorganized Debtors, as applicable, shall honor all their obligations under section 1114 of the Bankruptcy Code.

None of the Restructuring Transactions, or any assumption of Compensation and Benefits Programs pursuant to the terms herein shall be deemed to trigger any applicable change of control, vesting, termination, acceleration, or similar provisions therein; *provided*, that the Assumed Employee Agreements shall be assumed and governed by the terms thereof. Subject to the preceding sentence, no counterparty shall have rights under a Compensation and Benefits Program assumed pursuant to this Plan other than those applicable immediately before such assumption.

2. Workers' Compensation Programs

As of the Effective Date, except as set forth in the Plan Supplement, the Debtors and the Reorganized Debtors shall continue to honor their obligations under: (a) all applicable state workers' compensation laws; and (b) the Workers' Compensation Contracts. All Proofs of Claims filed by the Debtors' current or former employees on account of workers' compensation shall be deemed withdrawn

automatically and without any further notice to or action, order, or approval of the Bankruptcy Court based upon the treatment provided for herein; *provided*, that nothing in this Plan shall limit, diminish, or otherwise alter the Debtors' or Reorganized Debtors' defenses, Causes of Action, or other rights under applicable non-bankruptcy law with respect to the Workers' Compensation Contracts; *provided, further*, that nothing herein shall be deemed to impose any obligations on the Debtors in addition to what is provided for under applicable non-bankruptcy law and/or the Workers' Compensation Contracts.

Article VI.
PROVISIONS GOVERNING DISTRIBUTIONS

A. *Timing and Calculation of Amounts to Be Distributed*

Unless otherwise provided in this Plan, on the Effective Date (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim shall receive the full amount of the distributions that this Plan provides for Allowed Claims in the applicable Class; *provided*, that any Allowed Administrative Claims with respect to liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases or assumed by the Debtors before the Effective Date shall be paid or performed in the ordinary course of business.

In the event that any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII. Except as otherwise provided herein, Holders of Claims shall not be entitled to postpetition interest, dividends, or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

B. *Special Rules for Distributions to Holders of Disputed Claims*

Except as otherwise agreed by the relevant parties: (1) no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order; and (2) any Entity that holds both an Allowed Claim and a Disputed Claim shall not receive any distribution on the Allowed Claim unless and until all objections to the Disputed Claim have been resolved by settlement or Final Order or such Claims or Interests have been Allowed or expunged.

C. *Rights and Powers of Distribution Agent*

1. Powers of the Distribution Agent

The Distribution Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Distribution Agent by order of the Bankruptcy Court, pursuant to this Plan, or as deemed by the Distribution Agent to be necessary and proper to implement the provisions hereof.

2. Expenses Incurred on or After the Effective Date and Indemnification

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Distribution Agent on or after the Effective Date (including taxes in connection with this Plan, but excluding any income, franchise, or similar taxes), and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses), made by the Distribution Agent shall be paid in Cash by the Reorganized Debtors.

D. *Delivery of Distributions*

1. Record Date for Distributions

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date. The Distribution Record Date shall not apply to distributions in respect of Securities deposited with DTC, the Holders of which shall receive distributions, if any, in accordance with the customary exchange procedures of DTC or this Plan. For the avoidance of doubt, in connection with a distribution through the facilities of DTC (if any), DTC shall be considered a single Holder for purposes of distributions.

2. Delivery of Distributions in General

Except as otherwise provided herein, the Distribution Agent shall make distributions to Holders of Allowed Claims as of the Distribution Record Date, or, if applicable, to such Holder's designee, as appropriate: (a) at the address for each such Holder as indicated on the Debtors' records as of the Distribution Record Date; (b) to the signatory set forth on any Proof of Claim Filed by such Holder or other Representative identified therein (or at the last known addresses of such Holder if no Proof of Claim is Filed or if the Debtors have not been notified in writing of a change of address); (c) at the addresses set forth in any written notices of address changes delivered to the Reorganized Debtors or the applicable Distribution Agent, as appropriate, after the date of any related Proof of Claim; or (d) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf; *provided*, that the manner of such distributions shall be determined at the discretion of the Reorganized Debtors.

All distributions to Holders of DIP Claims shall be made to the DIP Agents or the Exit Term Loan Agent, as applicable, and the DIP Agents or the Exit Term Loan Agent shall be, and shall act as, the Distribution Agent with respect to the DIP Claims in accordance with the terms and conditions of this Plan and the applicable debt documents.

All distributions to Holders of Prepetition Term Loan Claims shall be made to the Prepetition Term Loan Agent, and the Prepetition Term Loan Agent shall be, and shall act as, the Distribution Agent with respect to the Prepetition Term Loan Claims in accordance with the terms and conditions of this Plan and the applicable debt documents.

3. Minimum Distributions

Notwithstanding any provision in this Plan to the contrary, no Distribution Agent shall be required to make distributions or payments of less than \$100 (whether in Cash or otherwise) with respect to Impaired Claims. No fractional shares of New Equity Interests shall be distributed and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to this Plan on account of an Allowed Claim would otherwise result in the issuance of a number of shares of New Equity Interests that is not a whole number, the actual distribution of shares of New Equity Interests shall be rounded as follows: (a) fractions of one-half ($\frac{1}{2}$) or greater shall be rounded to the next higher whole number and (b) fractions

of less than one-half ($\frac{1}{2}$) shall be rounded to the next lower whole number with no further payment therefore. The total number of authorized shares of New Equity Interests to be distributed under this Plan shall be adjusted as necessary to account for the foregoing rounding. For distribution purposes (including rounding), DTC shall be treated as a single Holder.

4. Undeliverable Distributions

In the event that any distribution to any Holder of Allowed Claims is returned as undeliverable, no distribution to such Holder shall be made unless and until the Distribution Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; *provided*, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one (1) year from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder of Claims to such property or interest in property shall be discharged and forever barred.

E. *Compliance with Tax Requirements; Allocations*

In connection with this Plan and all distributions hereunder, the Reorganized Debtors and any other applicable Distribution Agent (including for purposes of this Article VI, the Debtors) shall comply with all applicable withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions hereunder and under all related agreements shall be subject to any such withholding and reporting requirements. Notwithstanding any provision in this Plan to the contrary, the Reorganized Debtors and any other applicable Distribution Agent shall have the right, but not the obligation, to take any and all actions that may be necessary or appropriate to comply with such applicable withholding and reporting requirements, including (a) withholding distributions and amounts therefrom pending receipt of information necessary to facilitate such distributions, including properly executed withholding certification forms, and (b) in the case of a non-Cash distribution that is subject to withholding, withholding an appropriate portion of such property and either liquidating such withheld property to generate sufficient funds to pay applicable withholding taxes (or reimburse the distributing party for any advance payment of the withholding tax) or pay the withholding tax using its own funds and retain such withheld property. Notwithstanding any provision in this Plan to the contrary, each Holder of an Allowed Claim shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution. Any amounts withheld or reallocated pursuant to this Article VI shall be treated as if distributed to the Holder of the Allowed Claim.

Any Person or Entity entitled to receive any property as an issuance or distribution under this Plan shall, upon request of the Reorganized Debtors or any other applicable Distribution Agent, deliver to the applicable Reorganized Debtor or any other applicable Distribution Agent, or such other Person designated by the Reorganized Debtors or the Distribution Agent, an IRS Form W-9 or, if the payee is a foreign Person or Entity, an applicable IRS Form W-8 (together with all attachments), or any other forms or documents reasonably requested by a Reorganized Debtor or Distribution Agent to reduce or eliminate any withholding required by any Governmental Unit.

The Reorganized Debtors reserve the right to allocate all distributions made under this Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, Liens, and encumbrances.

F. *Applicability of Insurance Contracts*

Notwithstanding anything to the contrary in this Plan, the Plan Supplement, the Disclosure Statement, or the Combined Order (including, without limitation, any provision that purports to be preemptory or supervening, confers Bankruptcy Court jurisdiction, or requires a party to opt out of any releases):

1. on and after the Effective Date, all Insurance Contracts (a) are found to be and shall be treated as, Executory Contracts under this Plan and shall be assumed pursuant to sections 105 and 365 of the Bankruptcy Code by the applicable Debtor, and/or (b) shall vest in the Reorganized Debtors and ride through and continue in full force and effect in accordance with their respective terms in either case such that the Reorganized Debtors shall become and remain jointly and severally liable in full for, and shall satisfy, any premiums, deductibles, self-insured retentions, and/or any other amounts or obligations arising in any way out of the receipt of payment from an Insurer in respect of the Insurance Contracts and as to which no Proof of Claim, Administrative Claim, or Cure Cost claim need be filed; and

2. solely with respect to Insurance Contracts, which, for avoidance of doubt, includes any and all collateral or security securing the Debtor's obligations under the insurance policies, including, without limitation, escrow accounts, deposit accounts, Cash Collateral, and letters of credit, the automatic stay of section 362(a) of the Bankruptcy Code and the injunctions set forth in this Plan, if and to the extent applicable, shall be deemed lifted without further order of this Bankruptcy Court, solely to permit (a) claimants with valid workers' compensation claims or direct action claims against Insurers under applicable non-bankruptcy law to proceed with their claims; (b) Insurers to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of this Bankruptcy Court, (i) workers' compensation claims, (ii) claims where a claimant asserts a direct claim against an Insurer under applicable non-bankruptcy law, or an order has been entered by this Bankruptcy Court granting a claimant relief from the automatic stay or the injunctions set forth in this Plan to proceed with its claim, and (iii) all costs in relation to each of the foregoing; and (c) the Insurers to collect from any or all of the collateral or security provided by or on behalf of the Debtors (or the Reorganized Debtors) at any time and to hold the proceeds thereof as security for the obligations of the Debtors (or the Reorganized Debtors) and/or apply such proceeds to the obligations of the Debtors (or the Reorganized Debtors) under the applicable Insurance Contracts, in such order as the applicable Insurer may determine.

Nothing contained in this Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including Insurers under any Insurance Contracts, nor shall anything contained herein constitute or be deemed a waiver by such Insurers of any rights or defenses, including coverage defenses, held by such Insurers under the Insurance Contracts and/or applicable non-bankruptcy law.

G. *Allocation of Distributions Between Principal and Interest*

Except as otherwise required by law (as reasonably determined by the Reorganized Debtors), distributions with respect to an Allowed Claim shall be allocated for United States federal (and applicable state and local) income tax purposes first to the principal portion of such Allowed Claim and, thereafter, to the remaining portion of such Allowed Claim, if any.

H. *No Postpetition Interest on Claims*

Unless otherwise specifically provided for in this Plan, any other Definitive Document, the Combined Order, the DIP/Cash Collateral Orders, or any other Final Order of the Bankruptcy Court, or

required by applicable bankruptcy law (including, without limitation, as required pursuant to section 506(b) or section 511 of the Bankruptcy Code), postpetition interest shall not accrue or be paid on any Claims and no Holder of a Claim or Interest shall be entitled to interest accruing on or after the Petition Date on any Claim.

I. *Means of Cash Payment*

Payments of Cash made pursuant to this Plan shall be in United States dollars and shall be made, at the option of the Debtors or the Reorganized Debtors (as applicable), by checks drawn on, or wire transfer from, a domestic bank selected by the Debtors or the Reorganized Debtors. Cash payments to foreign creditors may be made, at the option of the Debtors or the Reorganized Debtors, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

J. *Setoffs and Recoupment*

Except as otherwise provided herein, each Reorganized Debtor pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable bankruptcy or non-bankruptcy law, or as may be agreed to by the Holder of an Allowed Claim, may set off or recoup against any Allowed Claim and the distributions to be made pursuant to this Plan on account of such Allowed Claim, any Claims, rights, and Causes of Action of any nature that the applicable Debtor or Reorganized Debtor may hold against the Holder of such Allowed Claim, to the extent such Claims, rights, or Causes of Action have not been otherwise compromised, settled, or assigned on or before the Effective Date (whether pursuant to this Plan, a Final Order or otherwise); *provided*, that neither the failure to effect such a setoff or recoupment nor the allowance of any Claim pursuant to this Plan shall constitute a waiver or release by such Reorganized Debtor of any such Claims, rights, and Causes of Action.

Notwithstanding anything to the contrary herein, nothing in this Plan or the Combined Order shall modify the rights, if any, of any counterparty to a rejected Executory Contract or Unexpired Lease to assert any right of setoff or recoupment that such party may have under applicable bankruptcy law or non-bankruptcy law, including, but not limited to, the (1) ability, if any, of such parties to setoff or recoup a security deposit held pursuant to the terms of their rejected Unexpired Lease(s) with the Debtors, or any successors to the Debtors, under this Plan, (2) assertion of rights of setoff or recoupment, if any, in connection with Claims reconciliation, or (3) assertion of setoff or recoupment as a defense, if any, to any Claim or action by the Debtors, the Reorganized Debtors, or any successors of the Debtors.

K. *Claims Paid or Payable by Third Parties*

1. Claims Paid by Third Parties

A Claim shall be correspondingly reduced, and the applicable portion of such Claim shall be disallowed without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives a payment on account of such Claim from a party that is not a Debtor or Reorganized Debtor. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the Reorganized Debtors to the extent the Holder's total recovery on account of such Claim from the third party and under this Plan exceeds the amount of such Claim as of the date of any such distribution under this Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the Reorganized Debtors annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen (14) day grace period specified above until the amount is repaid.

2. Claims Payable by Insurers

No distributions under this Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' Insurance Contracts until the Holder of such Allowed Claim has exhausted all remedies with respect to such Insurance Contract. To the extent that one or more of the Insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such Insurers' agreement, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Insurance Contracts

Except as otherwise provided in this Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable Insurance Contract. Notwithstanding anything to the contrary herein, nothing contained in this Plan shall constitute or be deemed a release, settlement, satisfaction, compromise, or waiver of any Cause of Action that the Debtors or any other Entity may hold against any other Entity, including Insurers, under any Insurance Contracts or applicable indemnity, nor shall anything contained herein constitute or be deemed a waiver by such Insurers of any defenses, including coverage defenses, held by such Insurers.

**Article VII.
PROCEDURES FOR RESOLVING CONTINGENT,
UNLIQUIDATED, AND DISPUTED CLAIMS**

A. *No Filings of Proofs of Claim*

Except as otherwise provided in this Plan, Holders of Claims shall not be required to File a Proof of Claim, and except as provided in this Plan, no parties should File a Proof of Claim. The Debtors do not intend to object in the Bankruptcy Court to the allowance of Claims Filed; *provided*, that the Debtors and the Reorganized Debtors, as applicable, reserve the right to object to any Claim that is entitled, or deemed to be entitled, to a distribution under this Plan or is rendered Unimpaired under this Plan. Instead, the Debtors intend to make distributions, as required by this Plan, in accordance with the books and records of the Debtors. Unless disputed by a Holder of a Claim, the amount set forth in the books and records of the Debtors shall constitute the amount of the Allowed Claim of such Holder except that (unless expressly waived pursuant to this Plan) the Allowed amount of such Claim shall be subject to the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 and 503 of the Bankruptcy Code, to the extent applicable. If any such Holder of a Claim disagrees with the Debtors' books and records with respect to the Allowed amount of such Holder's Claim, such Holder must so advise the Debtors in writing within thirty (30) days of receipt of any distribution on account of such Holder's Claim, in which event the Claim shall become a Disputed Claim. The Debtors intend to attempt to resolve any such disputes consensually or through judicial means outside the Bankruptcy Court. Nevertheless, the Debtors may, in their discretion, File with the Bankruptcy Court (or any other court of competent jurisdiction) an objection to the allowance of any Claim or any other appropriate motion or adversary proceeding with respect thereto. All such objections shall be litigated to Final Order; *provided*, that the Debtors may compromise, settle, withdraw, or resolve by any other method approved by the Bankruptcy Court any objections to Claims.

All Proofs of Claim, other than Rejection Damages Claims, Filed in the Chapter 11 Cases shall be considered objected to and Disputed without further action by the Debtors. Upon the Effective Date, all Proofs of Claim, other than Rejection Damages Claims, Filed against the Debtors, regardless of the time of filing, and including Proofs of Claim, other than Rejection Damages Claims, Filed after the Effective Date, shall be deemed withdrawn and expunged, other than as provided below. Notwithstanding anything in this Plan to the contrary, disputes regarding the amount of any Cure Cost pursuant to section 365 of the

Bankruptcy Code and Claims that the Debtors seek to have determined by the Bankruptcy Court, shall in all cases be determined by the Bankruptcy Court. **Except as otherwise provided herein, all Proofs of Claim, other than Rejection Damages Claims, Filed after the Effective Date shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any further notice to or action, order, or approval of the Bankruptcy Court.**

B. *Allowance and Disallowance of Claims*

After the Effective Date, and except as otherwise provided in this Plan, the Reorganized Debtors shall have and shall retain any and all available rights and defenses that the Debtors had with respect to any Claim immediately before the Effective Date, including, without limitation, the right to assert any objection to Claims based on the limitations imposed by section 502 of the Bankruptcy Code. The Debtors and the Reorganized Debtors may, but are not required to, contest the amount and validity of any Disputed Claim or contingent or unliquidated Claim in the ordinary course of business in the manner and venue in which such Claim would have been determined, resolved or adjudicated if the Chapter 11 Cases had not been commenced.

All Claims and Interests of any Entity from which property is sought by the Debtors under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be disallowed if: (1) the Entity, on the one hand, and the Debtors or the Reorganized Debtors, as applicable, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code; and (2) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order.

C. *Claims Administration Responsibilities*

Except as otherwise specifically provided in this Plan, after the Effective Date, the Reorganized Debtors shall have the sole authority: (1) to File, withdraw, or litigate to judgment, objections to Claims or Interests; (2) to settle or compromise any Disputed Claim or Interest without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, except as otherwise provided herein, from and after the Effective Date, each Reorganized Debtor shall have and retain any and all rights and defenses such Debtor had immediately before the Effective Date with respect to any Disputed Claim or Interest, including the Causes of Action retained pursuant to this Plan.

Any objections to Claims and Interests other than General Unsecured Claims must be served and Filed on or before the 120th day after the Effective Date or by such later date as ordered by the Bankruptcy Court. All Claims and Interests other than General Unsecured Claims not objected to by the end of such 120-day period shall be deemed Allowed unless such period is extended upon approval of the Bankruptcy Court.

Any objections to Rejection Damages Claims must be served and Filed on or before the 120th day after the Effective Date or by such later date as ordered by the Bankruptcy Court. All Rejection Damages Claims not objected to by the end of such 120-day period shall be deemed Allowed unless such period is extended upon approval of the Bankruptcy Court.

Notwithstanding the foregoing, the Debtors and Reorganized Debtors shall be entitled to dispute and/or otherwise object to any General Unsecured Claim in accordance with applicable non-bankruptcy

law. If the Debtors or Reorganized Debtors dispute any General Unsecured Claim, such dispute shall be determined, resolved, or adjudicated, as the case may be, in the manner as if the Chapter 11 Cases had not been commenced; *provided*, that any disputes regarding the Allowance of a Rejection Damages Claim shall be determined by the Bankruptcy Court. In any action or proceeding to determine the existence, validity, or amount of any General Unsecured Claim, any and all claims or defenses that could have been asserted by the applicable Debtor(s) or the Entity holding such General Unsecured Claim are preserved as if the Chapter 11 Cases had not been commenced.

D. *Adjustment to Claims or Interests without Objection*

Any duplicate Claim or Interest or any Claim or Interest that has been paid, satisfied, amended, or superseded may be adjusted or expunged on the Claims Register by the Reorganized Debtors without the Reorganized Debtors having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court.

E. *Distributions After Allowance*

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of this Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Reorganized Debtors shall provide to the Holder of such Claim the distribution (if any) to which such Holder is entitled under this Plan as of the Effective Date, without any postpetition interest to be paid on account of such Claim.

Article VIII.
CONDITIONS PRECEDENT TO THE EFFECTIVE DATE

A. *Conditions Precedent to the Effective Date*

The following are conditions precedent to the Effective Date that must be satisfied or waived pursuant to the provisions of Article VIII.B:

1. The Transaction Support Agreement shall be in full force and effect, no termination event or event that would give rise to a termination event under the Transaction Support Agreement upon the expiration of any applicable grace period shall have occurred and remain occurring, and the Transaction Support Agreement shall not have been validly terminated before the Effective Date.

2. The DIP Facilities and all DIP Facilities Documents shall be in full force and effect, no event of default or event that would give rise to an event of default under the DIP Facilities Documents upon the expiration of the applicable grace period shall have occurred and remain occurring, and the DIP Term Loan Facility shall not have been validly terminated before the Effective Date.

3. Any non-technical and/or immaterial amendments, modifications or supplements to this Plan have been consented to by the Debtors and the Required Consenting Term Lenders.

4. All of the actions set forth in the Restructuring Transaction Steps Memorandum that are contemplated therein to be completed and implemented on or prior to the Effective Date, as applicable, shall have been completed and implemented in accordance with the terms thereof.

5. The Bankruptcy Court shall have entered the Final DIP/Cash Collateral Order, and such order shall be in a Final Order and shall remain in full force and effect.

6. The final version of the Plan Supplement shall have been filed and all of the schedules, documents, and exhibits contained therein shall be consistent in all material respects with the Transaction Support Agreement, the Transaction Term Sheet, the DIP & Exit ABL Commitment Letter, and this Plan.

7. The Bankruptcy Court shall have entered the Combined Order, which shall be in form and substance acceptable to the Required Consenting Term Lenders and Debtors and consistent in all material respects with the Transaction Term Sheet and the Transaction Support Agreement and shall not be subject to a stay, and the Plan shall not have been amended, altered, or modified from this Plan as confirmed by the Combined Order in any material respect, unless such material amendment, alteration, or modification has been made in accordance with this Plan and shall:

- a. authorize the Debtors to take all actions necessary to enter into, implement, and consummate the contracts, instruments, releases, leases, indentures, and other agreements or documents created in connection with this Plan;
- b. be in form and substance acceptable to the Required DIP Term Lenders;
- c. authorize the assumption, assumption and assignment, and/or rejection of the Executory Contracts and Unexpired Leases by the Debtors as contemplated in this Plan and the Plan Supplement;
- d. decree that the provisions in the Combined Order and this Plan are nonseverable and mutually dependent;
- e. authorize the Debtors to: (i) implement the Restructuring Transactions; (ii) distribute the New Equity Interests pursuant to the exemption from registration under the Securities Act provided by section 1145 of the Bankruptcy Code or other exemption from such registration or pursuant to one or more registration statements; (iii) make all distributions and issuances as required under this Plan consistent with the Transaction Term Sheet, including the New Equity Interests; and (iv) enter into any agreements, transactions, and sales of property as contemplated by this Plan and the Plan Supplement, including the Management Incentive Plan;
- f. authorize the implementation of this Plan in accordance with its terms; and
- g. provide that, pursuant to section 1146 of the Bankruptcy Code, the assignment or surrender of any lease or sublease, and the delivery of any deed or other instrument or transfer order, in furtherance of, or in connection with this Plan, including any deeds, bills of sale, or assignments executed in connection with any disposition or transfer of assets contemplated under this Plan, shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

8. Each document or agreement necessary to effectuate the Plan, including all Definitive Documents, shall have been executed and/or effectuated, shall be in form and substance acceptable to the Required Consenting Term Lenders and Company Parties, and shall be consistent with the Transaction Support Agreement or the DIP & Exit ABL Commitment Letter, as applicable, including the consent rights provided therein, and any conditions precedent related thereto or contained therein shall have been satisfied prior to or contemporaneously with the occurrence of the Effective Date or otherwise waived in accordance with the terms of the applicable Definitive Documents.

9. The Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Restructuring Transactions, and all applicable regulatory or government imposed waiting periods shall have expired or been terminated.

10. All governmental and third-party approvals and consents that may be necessary in connection with the Restructuring Transactions shall have been obtained, not be subject to unfulfilled conditions, and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on the Restructuring Transactions.

11. No court of competent jurisdiction or other competent governmental or regulatory authority shall have issued any order making illegal or otherwise restricting, limiting, preventing, or prohibiting the consummation of any of the Restructuring Transactions.

12. The Debtors shall have paid in full all professional fees and expenses of the Retained Professionals that require the Bankruptcy Court's approval or amounts sufficient to pay such fees and expenses after the Effective Date shall have been placed in the Professional Fee Escrow Account pending the Bankruptcy Court's approval of such fees and expenses.

13. The Restructuring Fees and Expenses shall have been paid in full in Cash (subject to any order of the Bankruptcy Court).

14. The restructuring to be implemented on the Effective Date shall be consistent with this Plan, the Transaction Support Agreement, and the DIP & Exit ABL Commitment Letter.

15. There shall not have been instituted or threatened or be pending any material action, proceeding, application, claim, counterclaim, or investigation (whether formal or informal) (or there shall not have been any material adverse development to any action, application, claim, counterclaim, or proceeding currently instituted, threatened, or pending) before or by any court, governmental, regulatory or administrative agency or instrumentality, domestic or foreign, or by any other person, domestic or foreign, in connection with the Restructuring Transactions that, in the reasonable judgment of the Debtors and the Required Consenting Term Lenders would prohibit, prevent, or restrict consummation of the Restructuring Transactions in a materially adverse manner.

Following the satisfaction or waiver of the foregoing, concurrently with or immediately following effectiveness of this Plan on the Effective Date:

1. The Existing Equity Interests shall have been canceled and the New Equity Interests shall have been issued by Reorganized Parent and distributed in accordance with the terms of this Plan.

2. The New Equity Interests to be issued and/or delivered on the Effective Date (as set forth in this Plan) shall have been validly issued by Reorganized Parent, shall be fully paid and non-assessable, and shall be free and clear of all taxes, Liens and other encumbrances, pre-emptive rights, rights of first refusal, subscription rights and similar rights, except for any restrictions on transfer as may be imposed by (i) applicable securities Laws and (ii) the New Organizational Documents of Reorganized Parent.

3. All conditions precedent to the effectiveness of the Exit Facilities and all other financing agreements and arrangements contemplated hereunder, as applicable, shall be or have been, as applicable, funded and closed and be in full force and effect.

4. The Releases set forth in this Plan shall be in full force and effect.

5. The Debtors shall have paid in full to the relevant Persons all payments and fees provided for in the Transaction Support Agreement, the Transaction Term Sheet, and applicable Definitive Documents that are payable on, before, or in connection with the occurrence of the Effective Date.

Immediately following effectiveness of the Plan, the Reorganized Debtors shall complete the termination of registration of all Securities under sections 13 and 15(d) of the Exchange Act such that the Reorganized Debtors shall be a private company as soon as reasonably practicable after the Effective Date.

B. *Waiver of Conditions*

Subject to section 1127 of the Bankruptcy Code, the conditions to Confirmation and consummation of this Plan set forth in this Article VIII may be waived by the Debtors, with the consent of the Required Consenting Lenders, without notice, leave, or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate this Plan. The failure of the Debtors or Reorganized Debtors to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each right shall be deemed an ongoing right that may be asserted at any time.

C. *Effect of Non-Occurrence of Conditions to the Effective Date*

If the Confirmation of this Plan or the Effective Date does not occur with respect to one or more of the Debtors on or before the termination of the Transaction Support Agreement, then this Plan shall, with respect to such applicable Debtor or Debtors, be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders, or any other Person or Entity; (3) constitute an allowance of any Claim or Interest; or (4) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders, or any other Person or Entity in any respect.

D. *Substantial Consummation*

“Substantial consummation” of this Plan, as defined in section 1102(2) of the Bankruptcy Code, shall be deemed to occur on the Effective Date.

Article IX.
DISCHARGE, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. *Discharge of Claims and Termination of Interests*

Pursuant to and to the fullest extent permitted by section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in this Plan, the Combined Order, the Definitive Documents, or in any contract, instrument, or other agreement or document created or entered into, the distributions, rights, and treatment that are provided in this Plan shall be in full and final satisfaction, settlement, release, and discharge, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, demands against, Liens on, obligations of, rights against, and Interests in, the Debtors, the Reorganized Debtors, the Estates, or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or

502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted this Plan. The Combined Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date.

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to this Plan, the provisions of this Plan shall constitute a good-faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Combined Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, the Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of this Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against the Debtors and the Estates and Causes of Action against other Entities.

B. *Releases by the Debtors*

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in this Plan or the Combined Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, is and is deemed to be, forever and unconditionally released, and absolved by each Debtor, Reorganized Debtor, and the Estates from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the New Governance Documents, the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of this Plan, the administration and implementation of the Plan, or the Restructuring Transactions,

including the issuance or distribution of Securities pursuant to this Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under this Plan or any other related agreement, or (10) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed or (2) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under this Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan, or any agreement, Claim, or obligation arising or assumed under this Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing this Plan; (2) a good-faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

C. *Releases by Holders of Claims and Interests*

To the extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in this Plan or the Combined Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any Security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-

court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the New Governance Documents, the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of this Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to this Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under this Plan or any other related agreement, or (10) any other act, or omission, transaction, agreement, event, or other occurrence relating to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under this Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan, or any agreement, claim, or obligation arising or assumed under this Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

D. *Exculpation*

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of this Plan, the Transaction Support Agreement, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with this Plan, the Disclosure Statement, the Definitive Documents, the Plan Supplement, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the New Governance Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with this Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement

or Confirmation or consummation of this Plan; *provided*, that the foregoing provisions of this exculpation shall not operate to waive or release: (1) any Claims or Causes of Action arising from willful misconduct, actual fraud (but not, for the avoidance of doubt, fraudulent transfers), or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (2) the rights of any Person or Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan or assumed pursuant to this Plan or Final Order of the Bankruptcy Court; *provided*, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of this Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to this Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or such distributions made pursuant to this Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. For the avoidance of doubt and notwithstanding anything else herein, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

E. *Permanent Injunction*

Except as otherwise expressly provided in the Transaction Support Agreement, this Plan or the Combined Order, from and after the Effective Date, all Persons and Entities are, to the fullest extent provided under Section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (1) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (2) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (3) creating, perfecting, or enforcing any Lien or encumbrance; (4) asserting a right of setoff or subrogation of any kind; or (5) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to this Plan or the Combined Order against any Person or Entity so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11 Cases under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article IX hereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor,

Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

F. *SEC Reservation of Rights*

Notwithstanding any language to the contrary in the Disclosure Statement, Plan and/or Combined Order, no provision shall (i) preclude the SEC from enforcing its police or regulatory powers or (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, Causes of Action, proceedings or investigations against any non-Debtor Person or non-Debtor Entity in any forum.

**Article X.
RETENTION OF JURISDICTION**

Notwithstanding the entry of the Combined Order and the occurrence of the Effective Date, except to the extent set forth herein or under applicable federal law, the Bankruptcy Court shall retain on and after the Effective Date jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and this Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

A. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;

B. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Retained Professionals authorized pursuant to the Bankruptcy Code or this Plan;

C. resolve any matters related to: (1) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Cure Costs arising therefrom, including Cure Costs pursuant to section 365 of the Bankruptcy Code; (2) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (3) the Reorganized Debtors seeking to amend, modify, or supplement, after the Effective Date, any Executory Contracts and Unexpired Leases to be assumed or rejected; and (4) any dispute regarding whether a contract or lease is or was executory or expired;

D. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of this Plan and the Combined Order;

E. adjudicate, decide, or resolve any motions, adversary proceedings, contested, or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

- F. adjudicate, decide, or resolve any and all matters related to Causes of Action;
- G. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;
- H. resolve any cases, controversies, suits, or disputes that may arise in connection with any Claims, including claim objections, allowance, disallowance, estimation, and distribution;
- I. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of this Plan, the Combined Order, and all contracts, instruments, releases, and other agreements or documents created in connection with this Plan, the Combined Order, or the Disclosure Statement, including the Transaction Support Agreement;
- J. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;
- K. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the interpretation or enforcement of this Plan, the Combined Order, or any contract, instrument, release or other agreement or document that is entered into or delivered pursuant to this Plan or the Combined Order, or any Entity's rights arising from or obligations incurred in connection with this Plan or the Combined Order;
- L. issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with enforcement of this Plan or the Combined Order;
- M. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in this Plan and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;
- N. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid;
- O. enter and implement such orders as are necessary or appropriate if the Combined Order is for any reason modified, stayed, reversed, revoked, or vacated;
- P. determine any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Combined Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with this Plan, the Combined Order, or the Disclosure Statement;
- Q. enter an order or final decree concluding or closing the Chapter 11 Cases;
- R. adjudicate any and all disputes arising from or relating to distributions to Holders of Claims and Interests under this Plan;
- S. consider any modification of this Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Combined Order;

T. determine requests for payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

U. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan, or the Combined Order, including disputes arising under agreements, documents, or instruments executed in connection with this Plan;

V. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

W. hear and determine all disputes involving the existence, nature, or scope of the Debtors' discharge, including without limitation any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred before or after the Effective Date;

X. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the releases, injunctions, and exculpations provided under Article IX;

Y. resolve any disputes concerning whether a Person had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, in each case, for the purpose of determining whether a Claim or Interest is discharged hereunder or for any other purpose;

Z. enforce all orders previously entered by the Bankruptcy Court; and

AA. hear any other matter not inconsistent with the Bankruptcy Code, this Plan, or the Combined Order.

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Article X, the provisions of this Article X shall have no effect on and shall not control, limit, or prohibit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

Notwithstanding anything to the contrary in this Plan: (1) the Bankruptcy Court's jurisdiction to hear and determine disputes concerning Claims against or Interests in the Debtors that arose before the Effective Date, including, without limitation, any Claims based in whole or in part on any conduct of the Debtors occurring on or before the Effective Date, shall be non-exclusive; (2) any dispute arising under or in connection with the Exit Facilities Documents, and New Organizational Documents, and shall be dealt with in accordance with the provisions of the applicable document; and (3) as of the Effective Date, the Exit Term Loan Credit Agreement shall be governed by the jurisdictional provisions therein.

Article XI. MODIFICATION, REVOCATION, OR WITHDRAWAL OF PLAN

A. *Modification of Plan*

Subject to the terms of the Transaction Support Agreement and the limitations contained in this Plan, the Debtors or Reorganized Debtors reserve the right to, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise ordered by the Bankruptcy Court, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Transaction Support Agreement: (1) amend or modify this Plan before the entry of the Combined Order, including amendments or modifications to satisfy

section 1129(b) of the Bankruptcy Code; (2) amend or modify this Plan after the entry of the Combined Order in accordance with section 1127(b) of the Bankruptcy Code and the Transaction Support Agreement upon order of the Bankruptcy Court; and (3) remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purpose and intent of this Plan upon order of the Bankruptcy Court. In addition, after the Confirmation Date, so long as such action does not adversely affect the treatment of Holders of Allowed Claims pursuant to this Plan, the Debtors may, with the consent of the Required Consenting Term Lenders, make appropriate technical adjustments, remedy any defect or omission or reconcile any inconsistencies in this Plan, the Plan Supplement and/or the Combined Order, with respect to such matters as may be necessary to carry out the purposes and effects of this Plan, and any Holder of a Claim that has accepted this Plan shall be deemed to have accepted this Plan as amended, modified, or supplemented.

B. Effect of Confirmation on Modifications

Entry of the Combined Order shall mean that all modifications or amendments to this Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

C. Revocation of Plan; Reservation of Rights if Effective Date Does Not Occur

Subject to the occurrence of the Effective Date, the Debtors reserve the right, subject to the terms of the Transaction Support Agreement, to revoke or withdraw this Plan before the entry of the Combined Order and to File subsequent plans of reorganization. If the Debtors revoke or withdraw this Plan, or if entry of the Combined Order or the Effective Date does not occur, or if the Transaction Support Agreement terminates in accordance with its terms before the Effective Date, then: (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount of any Claim or Interest or Class of Claims or Interests), assumption, assumption and assignment, or rejection of Executory Contracts or Unexpired Leases effected by this Plan, and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Interests in, such Debtor or any other Entity; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission, acknowledgment, offer, or undertaking of any sort by the Debtors or any other Entity; *provided*, that any Restructuring Fees and Expenses that have been paid as of the date of revocation or withdrawal of this Plan shall remain paid and shall not be subject to disgorgement or repayment without further order of the Bankruptcy Court.

Article XII.

MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

Notwithstanding Bankruptcy Rules 3020(e), 6004(g), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of this Plan and the documents and instruments contained in the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims and Interests (irrespective of whether Holders of such Claims or Interests are deemed to have accepted this Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in this Plan, each Entity acquiring property under this Plan and any and all non-Debtor parties to Executory Contracts and Unexpired Leases, and notwithstanding whether or not such Person or Entity (1) shall receive or retain any property, or interest in property, under this Plan, (2) has filed a Proof of Claim in the Chapter 11 Cases (if applicable) or (3) failed to vote to accept or reject this Plan, affirmatively voted to reject this Plan, or is conclusively

presumed to reject this Plan. The Combined Order shall contain a waiver of any stay of enforcement otherwise applicable, including pursuant to Bankruptcy Rule 3020(e) and 7062.

B. *Additional Documents*

Subject to the terms of the Transaction Support Agreement, on or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan. The Debtors or Reorganized Debtors, as applicable, and all Holders of Claims and Interests receiving distributions pursuant to this Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan or the Combined Order.

C. *Payment of United States Trustee Statutory Fees*

All United States Trustee Statutory Fees due and payable to the United States Trustee before the Effective Date shall be paid by the Debtors on the Effective Date. After the Effective Date, any and all United States Trustee Statutory Fees shall be paid to the United States Trustee when due and payable. The Debtors shall file all monthly operating reports due before the Effective Date when they become due, using UST Form 11-MOR. After the Effective Date, the Reorganized Debtors shall each file with the Bankruptcy Court separate UST Form 11-PCR reports when they become due, until the earliest of the Debtors' or Reorganized Debtors' case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code. The United States Trustee shall not be required to File a request for an Administrative Claim for United States Trustee Statutory Fees, and shall not be treated as providing any release under this Plan.

D. *Reservation of Rights*

This Plan shall have no force or effect unless and until the Bankruptcy Court enters the Combined Order. None of the filing of this Plan, any statement or provision contained in this Plan, or the taking of any action by any Debtor with respect to this Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests before the Effective Date.

E. *Successors and Assigns*

The rights, benefits, and obligations of any Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, director, agent, Representative, attorney, beneficiaries, or guardian, if any, of each Entity.

F. *No Successor Liability*

Except as otherwise expressly provided in this Plan and the Combined Order, each of the Reorganized Debtors (1) is not, and shall not be deemed to assume, agree to perform, pay, or otherwise have any responsibilities for any liabilities or obligations of the Debtors or any other Person relating to or arising out of the operations or the assets of the Debtors on or before the Effective Date, (2) is not, and shall not be, a successor to the Debtors by reason of any theory of law or equity or responsible for the knowledge or conduct of any Debtor before the Effective Date, and (3) shall not have any successor or transferee liability of any kind or character.

G. *Service of Documents*

After the Effective Date, any pleading, notice, or other document required by this Plan to be served on or delivered to the Reorganized Debtors shall also be served on:

Debtors	Counsel to the Debtors
<p>The Container Store Group, Inc. 500 Freeport Parkway, Coppell, TX 75019 Attn: Tasha Grinnell</p>	<p>Hunton Andrews Kurth LLP 600 Travis Street, Suite 4200 Houston, TX 77002 Attn: Timothy A. (“Tad”) Davidson II, Ashley L. Harper, Philip M. Guffy and Latham & Watkins LLP 1271 Avenue of the Americas New York, NY 10020 Attn: George A. Davis, Hugh Murtagh and Latham & Watkins LLP 355 South Grand Avenue, Suite 100 Los Angeles, CA 90071 Attn: Ted A. Dillman</p>
United States Trustee	Counsel to the Ad Hoc Group
<p>Office of the United States Trustee for the Southern District of Texas Trustee 515 Rusk Street, Suite 3516 Houston, TX 77002 Attn: Ha Nguyen, Vianey Garza</p>	<p>Paul Hastings LLP 200 Park Avenue New York, NY 10166 Attn: Jayme Goldstein, Isaac Sasson, William Reily, Leonie Koch and Paul Hastings LLP 600 Travis Street, Floor 58 Houston, TX, 77002 Attn: Schlea Thomas and Paul Hastings LLP 2001 Ross Avenue, Suite 2700 Dallas, TX 75201 Attn: Charles Persons</p>
Counsel to the DIP Term Loan Agents	Counsel to DIP ABL Loan Agent
<p>Paul Hastings LLP 200 Park Avenue New York, NY 10166 Attn: Alex Cota, Liz Loonam</p>	<p>Riemer & Braunstein LLP, Times Square Tower, Seven Times Square, Suite 2506 New York, NY 10036</p>

	Attn: Donald E. Rothman and Frost Brown Todd LLP 2101 Cedar Springs Road, Suite 900 Dallas, TX 75201 Attn: Rebecca L. Matthews
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H. *Term of Injunctions or Stays*

Unless otherwise provided in this Plan or in the Combined Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in this Plan or the Combined Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in this Plan or the Combined Order shall remain in full force and effect in accordance with their terms.

I. *Entire Agreement*

On the Effective Date, this Plan and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

J. *Governing Law*

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of this Plan, the Plan Supplement, and any agreements, documents, instruments, or contracts executed or entered into in connection with this Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control), and corporate governance matters; *provided*, that corporate governance matters relating to Debtors or Reorganized Debtors, as applicable, not incorporated in New York shall be governed by the laws of the jurisdiction of incorporation of the applicable Debtor or Reorganized Debtor, as applicable.

K. *Exhibits*

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of this Plan as if set forth in full in this Plan. Except as otherwise provided in this Plan, such exhibits and documents included in the Plan Supplement shall initially be Filed with the Bankruptcy Court on or before the Plan Supplement Filing Date. After the exhibits and documents are Filed, copies of such exhibits and documents shall have been available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at <https://www.veritaglobal.net/thecontainerstore> or the Bankruptcy Court's website at www.txs.uscourts.gov. To the extent any exhibit or document is inconsistent with the terms of this Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of this Plan shall control.

L. *Nonseverability of Plan Provisions upon Confirmation*

If, before Confirmation, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term

or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted; *provided*, that any such alteration or interpretation shall be acceptable to the Debtors and the Required Consenting Term Lenders. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Combined Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to this Plan and may not be deleted or modified without the consent of the Debtors; and (3) nonseverable and mutually dependent.

M. *Closing of Chapter 11 Cases*

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

N. *Conflicts*

To the extent that any provision of the Transaction Support Agreement, the Disclosure Statement, or any order entered before Confirmation (for avoidance of doubt, not including the Combined Order) referenced in this Plan (or any exhibits, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of this Plan, this Plan shall govern and control; *provided, however*, that the parties to the Transaction Support Agreement shall use commercially reasonable efforts to eliminate any such inconsistency by agreement prior to the provisions of this section becoming applicable and enforceable; *provided, further*, that the foregoing shall not abrogate any party's consent rights. To the extent that any provision of this Plan conflicts with or is in any way inconsistent with any provision of the Combined Order, the Combined Order shall govern and control.

O. *No Strict Construction*

This Plan is the product of extensive discussions and negotiations between and among, *inter alia*, the Debtors, the Consenting Stakeholders, and their respective professionals. Each of the foregoing was represented by counsel of its choice who either participated in the formulation and documentation of, or was afforded the opportunity to review and provide comments on, this Plan and the Disclosure Statement, the exhibits and schedules thereto, and the other agreements and documents ancillary or related thereto. Accordingly, unless explicitly indicated otherwise, the general rule of contract construction known as "contra proferentem" or other rule of strict construction shall not apply to the construction or interpretation of any provision of this Plan and the Disclosure Statement, the exhibits and schedules thereto, and the other agreements and documents ancillary or related thereto.

P. *Section 1125(e) Good Faith Compliance*

The Debtors, the Reorganized Debtors, the Consenting Term Lenders, and each of their respective current and former officers, directors, members (including *ex officio* members), managers, employees, partners, advisors, attorneys, professionals, accountants, investment bankers, investment advisors, actuaries, Affiliates, financial advisors, consultants, agents, and other Representatives of each of the foregoing Entities (whether current or former, in each case in his, her or its capacity as such) have, and upon Confirmation shall be deemed to have, solicited votes on this Plan from the Voting Class in compliance with the applicable provisions of the Bankruptcy Code, and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with the solicitation, and acted in "good faith" under section 1125(e) of the Bankruptcy Code; and therefore, no such parties, individuals,

or the Debtors or the Reorganized Debtors shall have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on this Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under this Plan.

Q. *2002 Notice Parties*

After the Effective Date, the Debtors and the Reorganized Debtors, as applicable, are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed a renewed request after the Combined Hearing to receive documents pursuant to Bankruptcy Rule 2002.

Respectfully submitted, as of the date first set forth above,

**The Container Store Group, Inc.
(on behalf of itself and all other Debtors)**

By: /s/ Chad E. Coben

Name: Chad E. Coben

Title: Chief Restructuring Officer

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

	x	
	:	
In re:	:	Chapter 11
	:	
THE CONTAINER STORE GROUP, INC., <i>et al.</i> ,	:	Case No. 24-90627 (ARP)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	x	

**NOTICE OF FILING OF REDLINES OF FIRST
AMENDED PLAN AND PROPOSED CONFIRMATION ORDER**

On December 23, 2024, the above-captioned debtors and debtors in possession (the “**Debtors**”) filed the solicitation version of the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* [Docket No. 19] (as may be amended, modified, or supplemented from time to time, the “**Plan**”).

On January 17, 2025, the Debtors filed the *[Proposed] Order (I) Approving Debtors’ Disclosure Statement and (II) Confirming First Amended Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 147] (the “**Proposed Confirmation Order**”).

On January 23, 2025, the Debtors filed the *First Amended Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* [Docket No. 165] and a revised version of the Proposed Confirmation Order [Docket No. 166].

Attached hereto as **Exhibit A** is a changed-pages-only redline of the Plan marked against the version previously filed on December 23, 2024. Attached hereto as **Exhibit B** is a changed-pages-only redline of the Proposed Confirmation Order marked against the version previously filed on January 17, 2025.

All documents filed in these chapter 11 cases and other relevant case information are available free of charge on the following website maintained by the Debtors’ claims, balloting, and noticing agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global. Copies of any

¹ The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

pleadings or papers filed with the Court may also be obtained by visiting the Court's website at <https://ecf.txs.uscourts.gov> in accordance with the procedures and fees set forth therein.

Dated: January 23, 2025
Houston, Texas

Respectfully submitted,

/s/ Timothy A. ("Tad") Davidson II

HUNTON ANDREWS KURTH LLP

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*Proposed Co-Counsel for the Debtors and
Debtors in Possession*

Certificate of Service

I certify that on January 23, 2025, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on those parties registered to receive electronic notices.

/s/ Timothy A. ("Tad") Davidson II

Timothy A. ("Tad") Davidson II

Exhibit A

Changed Pages Only Redline of Plan

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

----- X
 In re: :
 : Chapter 11
 :
 THE CONTAINER STORE GROUP, INC., *et al.*, : Case No. ~~24~~ 24-90627 (~~—~~ ARP)
 :
 Debtors.¹ : (~~Joint Administration Requested~~ Jointly
 : Administered)
 :
 ----- X

**FIRST AMENDED PREPACKAGED JOINT PLAN OF REORGANIZATION
OF THE CONTAINER STORE GROUP, INC. AND ITS DEBTOR
AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

~~THIS CHAPTER 11 PLAN IS BEING SOLICITED FOR ACCEPTANCE OR REJECTION IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND WITHIN THE MEANING OF SECTION 1126 OF THE BANKRUPTCY CODE. THIS CHAPTER 11 PLAN SHALL BE SUBMITTED TO THE BANKRUPTCY COURT FOR APPROVAL FOLLOWING SOLICITATION AND THE DEBTORS FILING FOR CHAPTER 11 BANKRUPTCY. NO CHAPTER 11 CASES HAVE BEEN COMMENCED AT THIS TIME. THIS PREPACKAGED PLAN OF REORGANIZATION, AND THE SOLICITATION MATERIALS ACCOMPANYING THIS PLAN, HAVE NOT BEEN APPROVED BY THE BANKRUPTCY COURT AS CONTAINING “ADEQUATE INFORMATION” WITHIN THE MEANING OF SECTION 1125(a) OF THE BANKRUPTCY CODE. UPON COMMENCEMENT OF THE CHAPTER 11 CASES, THE DEBTORS EXPECT TO SEEK PROMPTLY AN ORDER OF THE BANKRUPTCY COURT (1) APPROVING THE ADEQUACY OF THE DISCLOSURE STATEMENT; (2) APPROVING THE SOLICITATION OF VOTES AS HAVING BEEN IN COMPLIANCE WITH SECTIONS 1125 AND 1126(b) OF THE BANKRUPTCY CODE; AND (3) CONFIRMING THE PLAN PURSUANT TO SECTION 1129 OF THE BANKRUPTCY CODE.~~

¹ The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, Texas 75019.

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United States Code, 28 U.S.C. §§ 1911-1930; (d) Cure Costs; and (e) Restructuring Fees and Expenses, in accordance with the Transaction Support Agreement or the DIP/Cash Collateral Orders, as applicable; *provided*, that the foregoing clauses (a) through (e) shall not be interpreted as enlarging the scope of sections 503(b), 507(b), or 1114(e)(2) of the Bankruptcy Code. For the purposes of treatment and distributions under the Plan, if the Transaction Support Agreement remains effective, the DIP Claims shall be subject to Article II(B).

4. “**Affiliate**” means, with respect to any Entity, all Entities that would fall within the definition of an “affiliate” as such term is defined in section 101(2) of the Bankruptcy Code. With respect to any Entity that is not a Debtor, the term “Affiliate” shall apply to such Entity as if the Entity were a Debtor.

5. “**Agents**” means, collectively, the Prepetition Agents, the DIP Agents, and the Exit Facility Agents, in each case including any successors thereto.

6. “**Allowed**” means with respect to any Claim or Interest (or any portion thereof): (a) any Claim or Interest as to which no objection to allowance, priority, or secured status, and no request for estimation or other challenge, including pursuant to section 502(d) of the Bankruptcy Code or otherwise, has been interposed (either in the Bankruptcy Court or in the ordinary course of business) on or before any applicable period of limitation under applicable law or such other applicable period of limitation fixed by the Bankruptcy Court; (b) any Claim or Interest as to which the liability of the Debtors and the amount thereof are determined by a Final Order of the Bankruptcy Court or a court of competent jurisdiction other than the Bankruptcy Court, either before or after the Effective Date, including, for the avoidance of doubt, the DIP/Cash Collateral Orders; or (c) any Claim or Interest expressly deemed Allowed by this Plan. Notwithstanding the foregoing: (x) any Claim or Interest that is expressly disallowed pursuant to this Plan shall not be Allowed unless otherwise ordered by the Bankruptcy Court; (y) unless otherwise specified in this Plan, the Allowed amount of Claims shall be subject to and shall not exceed the limitations under or maximum amounts permitted by the Bankruptcy Code, including sections 502 or 503 of the Bankruptcy Code, to the extent applicable; and (z) the Reorganized Debtors shall retain all claims and defenses with respect to Allowed Claims that are reinstated or otherwise Unimpaired pursuant to this Plan. “Allow,” “Allows,” and “Allowing” shall have correlative meanings.

7. “**Assumed Employee Agreements**” means all existing employment agreements between the Debtors and employees of the Debtors as of the Petition Date (other than awards of stock options, restricted stock, restricted stock units, and other equity awards, equity or equity-based incentive plans, employee stock purchase plans, and any other agreements or awards).

8. “**Avoidance Actions**” means any and all actual or potential avoidance, recovery, subordination, or similar actions or remedies that may be brought by or on behalf of the Debtors or the Estates under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies arising under chapter 5 and section 724(a) of the Bankruptcy Code of the Bankruptcy Code or under similar or related local, state, federal, or foreign statutes and common law, including fraudulent transfer laws, fraudulent conveyance laws, or other similar related laws, in each case whether or not litigation to prosecute such Claim(s) and Cause(s) of Action was commenced prior to the Effective Date.

9. “**Bankruptcy Code**” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time and as applicable to the Chapter 11 Cases.

10. “**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of Texas, Houston Division, or such other court having jurisdiction over the Chapter 11 Cases.

providing coverage to, any of the Debtors or any of the Debtors' current or former directors, members, managers, or officers for alleged Wrongful Acts (as defined in the D&O Insurance Policies), or similarly defined triggering acts, in their capacity as such.

~~30. “DIP ABL Credit Facility Documents” means the DIP/Cash Collateral Orders, the DIP & Exit ABL Commitment Letter, and the DIP ABL Credit Agreement, together with all other related documents, instruments, and agreements in respect of the DIP Term Loan Facility, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.~~

~~31. “DIP Budget” means the budget for use of the DIP Term Loans, as approved by the Required DIP Term Lenders.~~

30. ~~32.~~ “Debtor Release” means the releases set forth in Article IX.B.

31. ~~33.~~ “Debtors” has the meaning set forth in the preamble to this Plan.

32. ~~34.~~ “Definitive Documents” means all of the definitive documents necessary to implement the Restructuring Transactions set forth in Section 3.01 of the Transaction Support Agreement, and, in each case, any amendments, modifications, and supplements thereto and any related notes, certificates, agreements, documents, and instruments (as applicable), including, but not limited to: (a) this Plan and all documentation necessary to consummate this Plan, including the Plan Supplement, the Disclosure Statement, the Solicitation Procedures Motion, the Solicitation Procedures Order, the Solicitation Materials, and the Combined Order (including any exhibits or supplements filed with respect to each of the foregoing); (b) the DIP Facilities Documents (including the DIP/Cash Collateral Motion and the DIP/Cash Collateral Orders); (c) the Exit Facilities Documents; (d) the New Organizational Documents; (e) the Restructuring Transaction Steps Memorandum; and (f) all other customary documents delivered in connection with transactions of this type (including any and all material documents, Bankruptcy Court or other judicial or regulatory orders, amendments, supplements, pleadings (including the First Day Pleadings and all orders sought pursuant thereto), motions, filings, exhibits, schedules, appendices, or modifications to any of the foregoing and any related notes, certificates, agreements, and instruments (as applicable) necessary to implement the Restructuring Transactions), which in each case shall be subject to the consent rights set forth in Section 3.02 of the Transaction Support Agreement.

33. ~~35.~~ “DIP & Exit ABL Commitment Letter” means the debtor-in-possession revolving credit facility and exit revolving credit facility commitment letter attached as Exhibit 5 to the Transaction Term Sheet (including all annexes, exhibits, schedules and other attachments thereto).

34. ~~36.~~ “DIP ABL Credit Agreement” means that certain Senior Secured Superpriority Debtor-In-Possession Revolving Credit Agreement in respect of the DIP ABL Credit Facility, substantially in the form attached to the DIP & Exit ABL Commitment Letter, as amended, restated, amended and restated, modified or supplemented for time to time in accordance with the terms thereof.

35. ~~37.~~ “DIP ABL Credit Facility” means the debtor-in-possession revolving credit facility provided by the DIP ABL Lenders.

36. “DIP ABL Credit Facility Documents” means the DIP/Cash Collateral Orders, the DIP & Exit ABL Commitment Letter, and the DIP ABL Credit Agreement, together with all other related documents, instruments, and agreements in respect of the DIP Term Loan Facility, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

37. ~~38.~~ “*DIP ABL Lender*” means Eclipse Business Capital LLC.

38. ~~39.~~ “*DIP ABL Loan Agent*” means Eclipse Business Capital LLC as the administrative agent and collateral agent under the DIP ABL Credit Agreement.

39. ~~40.~~ “*DIP ABL Loan Agent Advisors*” means Riemer & Braunstein LLP and Frost Brown Todd LLP and such other professional advisors as are retained by the DIP ABL Loan Agent with the consent of the Debtors (not to be unreasonably withheld).

40. ~~41.~~ “*DIP ABL Loan Claims*” means any Claim on account of loans and any other obligations arising under or pursuant to the DIP ABL Credit Agreement.

41. ~~42.~~ “*DIP Agents*” means, the DIP ABL Loan Agent and the DIP Term Loan Agent, collectively.

42. ~~43.~~ “*DIP Backstop Allocation Schedule*” means the backstop allocation schedule in respect of the DIP Term Loan Facility attached as Exhibit 1 to the Transaction Term Sheet.

43. ~~44.~~ “*DIP Backstop Parties*” means certain Consenting Term Lenders set forth on the DIP Backstop Allocation Schedule that have agreed to backstop and fund the full amount of the DIP Term Loan Facility.

44. “*DIP Budget*” means the budget for use of the DIP Term Loans, as approved by the Required DIP Term Lenders.

45. “*DIP Claims*” means (i) DIP ABL Loan Claims and (ii) DIP Term Loan Claims.

46. “*DIP Commitment Premium*” means the Pro Rata Share of a commitment premium that each DIP Term Lender receives in exchange for the DIP Term Lenders’ commitments to fund the New Money DIP Term Loans, which shall equal two percent (2%) of New Money DIP Term Loans paid in kind in the form of New Money DIP Term Loans; *provided*, that any interest on additional DIP Term Loans payable as part of the DIP Commitment Premium shall be payable in kind. The DIP Commitment Premium shall be earned upon the entry of the Interim DIP/Cash Collateral Order, and thereafter constitute DIP Term Loan Claims.

47. “*DIP Credit Agreements*” means (i) the DIP ABL Credit Agreement and (ii) the DIP Term Loan Credit Agreement.

48. “*DIP Equity Premium*” means the pro rata share, based on such Holder’s ratable share of the First-Out DIP Term Loans (as defined in the DIP/Cash Collateral Orders), of an equity premium that each DIP Term Lender receives in exchange for the DIP Term Lenders’ agreement to fund the DIP Term Loan Facility and convert the full amounts of DIP Term Loans (including accrued and unpaid interest) outstanding as of the Effective Date into Exit Term Loans, which shall equal ~~sixty-four~~sixty-four percent (64%) of the New Equity Interests, subject to dilution by the Management Incentive Plan. The DIP Equity Premium shall be earned on the entry of the Final DIP/Cash Collateral Order and payable on the Effective Date and conversion of such DIP Term Loans to Exit Term Loans.

49. “*DIP Facilities*” means (i) the DIP Term Loan Facility and (ii) the DIP ABL Credit Facility.

50. “**DIP Facilities Documents**” means the DIP Term Loan Facility Documents and the DIP ABL Credit Facility Documents, including the Fronting Letter, DIP/Cash Collateral Motions, the DIP/Cash Collateral Orders, DIP Budget and the DIP Credit Agreements, together with all other related documents, instruments, and agreements delivered or entered into in respect of the DIP Facilities, including, without limitation, any payoff letter in respect of the Prepetition ABL Facility, any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

51. “**DIP Intercreditor Agreement**” has the meaning assigned in the DIP/Cash Collateral Orders.

52. “**DIP Put Option Premium**” means the Pro Rata Share of a backstop premium that each of the DIP Backstop Parties is entitled to receive in exchange for its agreement to backstop the New Money DIP Term Loans, which shall equal five percent (5%) of the New Money DIP Term Loans paid in kind in the form of New Money DIP Term Loans. The DIP Put Option Premium shall be earned on the date of execution of the Transaction Support Agreement, but subject to the entry of the Interim DIP/Cash Collateral Order, and thereafter constitute DIP Term Loan Claims.

53. “**DIP Roll-Up Term Loan Claim**” means any Claim arising under or related to the DIP Roll-Up Term Loans.

54. “**DIP Roll-Up Term Loans**” means the refinanced, on a dollar-for-dollar basis, Prepetition Term Loans in an original aggregate principal amount of \$75 million under the DIP [Term Loan](#) Credit Agreement.

55. “**DIP Term Lenders**” means the lenders holding the DIP Term Loans.

56. “**DIP Term Loan Agent**” means either Acquiom Agency Services LLC as co-administrative agent or Seaport Loan Products LLC, as co-administrative agent and Acquiom Agency Services LLC as collateral agent under the DIP Term Loan Credit Agreement, and any successors, assignees, or delegates thereof.

57. “**DIP Term Loan Agent Advisors**” means Paul Hastings LLP and such other professional advisors as are retained by the DIP Term Loan Agent with the consent of the Debtors (not to be unreasonably withheld).

58. “**DIP Term Loan Claim**” means any and all Claims on account of, arising from, arising under, or related to the DIP Term Loan Facility, the DIP Term Loan Credit Agreement, or the DIP/Cash Collateral Orders, including Claims for the aggregate outstanding principal amount of, plus unpaid interest on, the DIP Term Loans, and all fees (including the DIP Put Option Premium and the DIP Commitment Premium) and other expenses related thereto and arising and payable under the DIP Term Loan Facility, including the DIP Roll-Up Term Loan Claims and the New Money DIP Term Loan Claims.

59. “**DIP Term Loan Credit Agreement**” means that certain Senior Secured Super-Priority Priming Term Loan Debtor-in-Possession Credit Agreement in respect of the DIP Term Loan Facility, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

73. “*Exchange Act*” means the Securities Exchange Act of 1934, as now in effect or hereafter amended, or any regulations promulgated thereunder.

74. “*Exculpated Party*” means, ~~each in its capacity as such, (a) each Debtor, and (b) solely to the extent they are Estate fiduciaries, each of the Debtors’ Related Parties.~~

75. “*Executory Contract*” means a contract to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code, other than an Unexpired Lease.

76. “*Existing Equity Interest*” means any issued, unissued, authorized, or outstanding shares or common stock, preferred shares, or other instrument evidencing an ownership interest in the Parent, whether or not transferable, together with any warrants, equity-based awards, or contractual rights to purchase or acquire such equity interests (including under any employment or benefits agreement) at any time and all rights arising with respect thereto that existed immediately before the Effective Date. For the avoidance of doubt, Existing Equity Interests include any equity interests issued to Parent’s current or former employees and non-employee directors, various forms of long-term incentive compensation, including stock options, stock appreciation rights, restricted stock, restricted stock units, performance shares/units, incentive awards, cash awards, and other stock-based awards, in each case, whether vested or unvested.

77. “*Exit ABL Agent*” means Eclipse Business Capital LLC, in its capacity as the agent under the senior secured asset-based revolving credit facility under the Exit ABL Credit Agreement.

78. “*Exit ABL Credit Agreement*” means the credit agreement between Reorganized Parent or its subsidiaries or Affiliates, as applicable, and the lenders party thereto to effectuate the issuance of the Exit ABL Loans.

79. “*Exit ABL Loans*” means loans under the senior secured asset based revolving credit facility under the Exit ABL Credit Agreement.

80. “*Exit Facilities*” means the facilities under which the Exit ABL Loans and Exit Term Loans shall be issued.

81. “*Exit Facilities Documents*” means the DIP & Exit ABL Commitment Letter, Exit Term Loan Documents, and Exit Intercreditor Agreement, together with all other related documents, instruments, and agreements in respect of the Exit Facilities, in each case, as amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

82. “*Exit Facility Agent Advisors*” means Paul Hastings LLP and such other professional advisors as are retained by the Exit Facility Agents with the consent of the Debtors or Reorganized Debtors (not to be unreasonably withheld).

83. “*Exit Facility Agents*” means the Exit ABL Agent and the Exit Term Loan Agent.

84. “*Exit Intercreditor Agreement*” means the intercreditor agreement(s) to be effective as of the Effective Date relating to the Exit Facilities, which may be the Prepetition Intercreditor Agreement or be substantially similar to the Prepetition Intercreditor Agreement.

85. “*Exit Term Lenders*” means the lenders holding the Exit Term Loans.

149. “**Proof of Claim**” means a proof of Claim Filed against any Debtor in the Chapter 11 Cases.

150. “**Reinstatement**” means, with respect to Claims and Interests, that the Claim or Interest shall be rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code. “Reinstated” shall have a correlative meaning.

151. “**Rejected Executory Contract/Unexpired Lease List**” means the list of Executory Contracts and/or Unexpired Leases (including any amendments or modifications thereto), if any, that shall be rejected pursuant to this Plan, which shall be filed with the Plan Supplement.

152. “**Rejection Damages Claim**” means a Claim arising from the rejection of an Executory Contract or Unexpired Lease for which the Holder is required to file a Proof of Claim pursuant to Article V of this Plan.

153. “**Related Parties**” means, with respect to an Entity, each of, and in each case in its capacity as such, such Entity’s current and former Affiliates, and such Entity’s and such Affiliates’ current and former members, directors, managers, officers, proxyholders, control persons, investment committee members, special committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds (including any beneficial holders for the account of whom such funds are managed), predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, Representatives, investment managers, and other professionals and advisors, each in their capacity as such, and any such Person’s or Entity’s respective heirs, executors, estates, and nominees.

154. “**Release Opt-Out Form**” means the form to be provided to certain Holders of Claims through which such Holders may elect to affirmatively opt out of the Third-Party Release.

155. “**Released Party**” means, collectively, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each Non-Debtor Affiliate; (d) each of the Debtors’ and Non-Debtor Affiliates’ current and former directors, and officers, ~~and proxyholders~~; (e) each Consenting Stakeholder; (f) each Prepetition Agent; (g) each DIP Agent; (h) each DIP Term Lender; (i) the DIP ABL Lender; (j) each Exit Facility Agent; (k) each lender under the Exit Facilities; (l) each Releasing Party; and (m) each Related Party of each Entity in clauses (a) through (l); *provided*, that, in each case, an Entity shall not be a Released Party if it (a) elects to opt out of the Third-Party Release as provided on its respective Release Opt-Out Form, (b) timely Files with the Bankruptcy Court on the docket of the Chapter 11 Cases an objection to the Third-Party Release that is not withdrawn or resolved before Confirmation or (c) provides to the Debtors by electronic mail an informal objection and such objection is not withdrawn or resolved before Confirmation; *provided, further*, that, for the avoidance of doubt, any opt-out election made by a Consenting Stakeholder shall be void *ab initio*.

156. “**Releases**” means, collectively, the Debtor Release and the Third-Party Release as set forth in Article IX.

157. “**Releasing Parties**” means, collectively, each of, and in each case in its capacity as such: (a) each Non-Debtor Affiliate; (b) each of the Debtors’ and Non-Debtor Affiliates’ current and former directors, and officers, ~~and proxyholders~~; (c) each Consenting Stakeholder; (d) each Prepetition Agents;

(e) each DIP Agent; (f) each DIP Term Lender; (g) the DIP ABL Lender; (h) each Exit Facility Agent; (i) each lender under the Exit Facilities; (j) each Holder of a Claim or Interest in a Class (other than Holders of Rejection Damages Claims) that does not affirmatively elect to opt out of the Releases contained in this Plan or that does not ~~(iA)~~ timely file with the Bankruptcy Court on the docket of the Chapter 11 Cases an objection to the Third-Party Release that is not withdrawn or resolved before Confirmation or ~~(iiB)~~ provide to the Debtors by electronic mail an informal objection and such objection is not withdrawn or resolved before Confirmation; and (k) each Related Party of each Entity in clauses (a) through (j), solely to the extent such Related Party (I) would be obligated to grant a release under principles of agency if it were so directed by the Entity in the foregoing clauses (a) through (j) to whom they are related or (II) may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through an Entity in clause (a) through clause (j); provided, that, for the avoidance of doubt, any opt-out election made by a Consenting Stakeholder shall be void ab initio.

158. **“Reorganized Board”** means the initial board of directors or similar governing body of the Reorganized Parent appointed in accordance with the terms of the New Organizational Documents.

159. **“Reorganized Debtors”** means, on or after the Effective Date, the Debtors, as reorganized pursuant to and under this Plan, or any successor thereto, after giving effect to the transactions implementing this Plan.

160. **“Reorganized Parent”** means, on or after the Effective Date, The Container Store Group, Inc. or any other Entity designated as such that will, directly or indirectly, own 100% of the New Equity Interests in, or substantially all of the assets of, The Container Store Group, Inc. upon consummation of the Restructuring Transactions, as mutually agreed by the Debtors and the Required Consenting Lenders.

161. **“Representatives”** means, with respect to any Person, such Person’s Affiliates and its and their directors, officers, members, partners, managers, employees, agents, investment bankers, attorneys, accountants, advisors, investment advisors, investors, managed accounts or funds, management companies, fund advisors, advisory board members, professionals, and other representatives, in each case, solely in their capacities as such.

162. **“Required Consenting Lenders”** means the Required Consenting Term Lenders and the Required DIP Term Lenders.

163. **“Required Consenting Term Lenders”** means, as of any time, Consenting Term Lenders that are members of the Ad Hoc Group holding at least 66 2/3% of the Prepetition Term Loan Claims that are held by Consenting Term Lenders that are members of the Ad Hoc Group at such time.

164. **“Required DIP Term Lenders”** means, as of any time, DIP Term Lenders holding at least fifty and one hundredth percent (50.01%) of the aggregate outstanding principal amount and commitments of the DIP Term Loan Facility at such time.

165. **“Restructuring Fees and Expenses”** means all reasonable and documented fees and expenses of the (a) Agents; (b) Prepetition Term Loan Agent Advisors; (c) DIP Term Loan Agent Advisors; (d) Exit Facility Agent Advisors; and (e) Ad Hoc Group Advisors in each case, payable in accordance with the terms hereof, the applicable engagement and/or fee letters with the Debtors, the Transaction Support Agreement, the DIP Facilities Documents, the Prepetition Term Loan Documents, the DIP & Exit ABL Commitment Letter, and the Interim DIP/Cash Collateral Order, as applicable, and subject to any order of the Bankruptcy Court and any other applicable agreements by such party with respect thereto.

Retained Professional's final request for payment of Professional Fee Claims Filed with the Bankruptcy Court, and such Retained Professionals are not bound to any extent by the estimates. If a Retained Professional does not provide an estimate, the Debtors may estimate the unpaid and unbilled fees and expenses of such Retained Professional. The total aggregate amount so estimated to be outstanding as of the anticipated Effective Date shall be utilized by the Debtors to determine the amount to be funded to the Professional Fee Escrow Account; *provided*, that the Reorganized Debtors shall use Cash on hand to increase the amount of the Professional Fee Escrow Account to the extent fee applications are Filed after the Effective Date in excess of the amount held in the Professional Fee Escrow Account based on such estimates.

For the avoidance of doubt, the terms of this Article II.A.2.c shall not apply to the parties entitled to receive the Restructuring Fees and Expenses, which are authorized to be paid in accordance with the Combined Order, this Plan, engagement and/or fee letters with the Debtors, the Transaction Support Agreement, the DIP Facilities Documents, and the DIP & Exit ABL Commitment Letter (as applicable).

B. *DIP Claims*

Except to the extent that a Holder of an Allowed DIP Term Loan Claim and the Debtors have agreed in writing to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and the discharge of each DIP Term Loan Claim, each Holder of a DIP Term Loan Claim shall receive, on the Effective Date and on account of such DIP Term Loan Claim, its: (a) pro rata share, based on such Holder's ratable share of the First-Out DIP Term Loans (as defined in the DIP/Cash Collateral Orders), of 64% of the New Equity Interests on account of the DIP Equity Premium (subject to dilution on account of the **MHP Management Incentive Plan**), and (b) Pro Rata Share of the Exit Term Loans. All Holders of DIP Term Loan Claims have consented to their treatment under this Plan pursuant to the terms of the Transaction Support Agreement and the applicable DIP Facilities Documents.

Except to the extent that a Holder of an Allowed DIP ABL Loan Claim and the Debtors have agreed in writing to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and the discharge of each DIP ABL Loan Claim, each Holder of a DIP ABL Loan Claim (a) shall receive on the Effective Date and on account of such DIP ABL Loan Claim, its Pro Rata Share of the Exit ABL Loans or (b) shall receive, in full and final satisfaction, settlement, release and discharge of, and in exchange for such DIP ABL Loan Claims, payment in full in Cash as part of a refinancing in full on terms acceptable to the Company Parties and the Required Consenting Term Lenders. All Holders of DIP ABL Loan Claims have consented to their treatment under this Plan pursuant to the terms of the Transaction Support Agreement and the applicable DIP Facilities Documents.

C. *Priority Tax Claims*

Except to the extent that a Holder of an Allowed Priority Tax Claim and the Debtor(s) against which such Allowed Priority Tax Claim is asserted (i) agree to a less favorable treatment, or (ii) has already been paid during the Chapter 11 Cases on account of such Priority Tax Claim, in exchange for full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code. Nothing in the foregoing or otherwise in this Plan shall prejudice the Debtors' or the Reorganized Debtors' rights and defenses regarding any asserted Priority Tax Claim.

D. *Other Priority Claims*

Except to the extent that a Holder of an Allowed Other Priority Claim and the Debtor(s) against which such Allowed Other Priority Claim is asserted agree to a less favorable treatment, in exchange for

consistent with the Transaction Support Agreement among the Debtors and the complaining Entity or Entities.

I. *Intercompany Interests and Intercompany Claims*

To the extent Intercompany Interests and Intercompany Claims are Reinstated under this Plan, distributions on account of such Intercompany Interests and Intercompany Claims are not being received by Holders of such Intercompany Interests or Intercompany Claims, but for the purposes of administrative convenience and to maintain the Debtors' (and their Affiliates') corporate structure, for the ultimate benefit of the Holders of New Equity Interests, to preserve ordinary course intercompany operations, and in exchange for the Debtors' and Reorganized Debtors' agreement under this Plan to make certain distributions to the Holders of Allowed Claims.

J. *Disputed Claims Process*

Notwithstanding section 502(a) of the Bankruptcy Code, and in light of the Unimpaired status of all Allowed General Unsecured Claims under this Plan, Holders of Claims (other than Holders of Rejection Damages Claims) need not File Proofs of Claim. The Reorganized Debtors and the Holders of Claims shall determine, adjudicate, and resolve any disputes over the validity and amounts of such Claims in the ordinary course of business as if the Chapter 11 Cases had not been commenced except that (unless expressly waived pursuant to this Plan) the Allowed amount of such Claims shall be subject to the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 and 503 of the Bankruptcy Code, to the extent applicable. All Proofs of Claim Filed in these Chapter 11 Cases (other than Rejection Damages Claims) shall be considered objected to and Disputed without further action by the Debtors. Upon the Effective Date, all Proofs of Claim Filed against the Debtors (other than Rejection Damages Claims), regardless of the time of filing, and including Proofs of Claim Filed after the Effective Date, shall be deemed withdrawn and expunged, other than as provided below. Notwithstanding anything in this Plan to the contrary, disputes regarding the amount of any Cure Cost pursuant to section 365 of the Bankruptcy Code and Claims that the Debtors seek to have determined by the Bankruptcy Court, shall in all cases be determined by the Bankruptcy Court.

Notwithstanding the foregoing, the Debtors and the Reorganized Debtors, as applicable, reserve the right to object to any Claim that is entitled, or deemed to be entitled, to a distribution under this Plan or is rendered Unimpaired under this Plan in the Bankruptcy Court. Any disputes regarding the Allowance of a Rejection Damages Claim shall be determined by the Bankruptcy Court.

For the avoidance of doubt, there is no requirement to File a Proof of Claim (or move the Bankruptcy Court for Allowance) to be an Allowed Claim under this Plan. Notwithstanding the foregoing, Entities ~~must File Cure Cost objections as set forth in this Plan to the extent such Entity disputes the amount of the Cure Cost proposed to be paid by the Debtors or the Reorganized Debtors to a counterparty, and Entities~~ that are counterparties to a rejected Executory Contract or Unexpired Lease must file a Rejection Damages Claim as set forth in the Plan.

Article IV.
MEANS FOR IMPLEMENTATION OF THIS PLAN

A. *General Settlement of Claims and Interests*

In consideration for the classification, distributions, releases, and other benefits provided under this Plan, on the Effective Date, the provisions of this Plan shall constitute a set of integrated, good-faith compromises and settlements of all Claims, Interests, Causes of Action, and controversies resolved

the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each Debtor is incorporated or formed and pursuant to the respective memorandum and articles of association, certificate of incorporation and bylaws (or other formation documents) in effect before the Effective Date, except to the extent such memorandum and articles of association, certificate of incorporation and bylaws (or other formation documents) are amended by this Plan, by the Debtors, or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to this Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law), without prejudice to any right to alter or terminate such existence (whether by merger or otherwise) in accordance with such applicable law.

On or after the Effective Date, without prejudice to the rights of any party to a contract or other agreement with any Reorganized Debtor, each Reorganized Debtor may, without the need for approval of the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, take such action as permitted by applicable law, and such Reorganized Debtor's Organizational Documents, as such Reorganized Debtor may determine is reasonable and appropriate, including, without limitation, causing: (a) a Reorganized Debtor to be merged into another Reorganized Debtor or an Affiliate of a Reorganized Debtor; (b) a Reorganized Debtor to be dissolved; (c) the conversion of a Reorganized Debtor from one entity type to another entity type; (d) the legal name of a Reorganized Debtor to be changed; (e) the closure of a Reorganized Debtor's Chapter 11 Case on the Effective Date or any time thereafter; or (f) the reincorporation of a Reorganized Debtor under the law of jurisdictions other than the law under which the applicable Debtor currently is incorporated.

D. *Vesting of Assets in the Reorganized Debtors Free and Clear of Liens and Claims*

Except as otherwise expressly provided in this Plan or any agreement, instrument, or other document incorporated herein pursuant to sections 1123(a)(5), 1123(b)(3), 1141(b) and (c), and other applicable provisions of the Bankruptcy Code, on and after the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to this Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, other encumbrances or interests, except for those Liens, Claims, charges, or other encumbrances arising from or related to the Exit ~~Facility~~ Facilities Documents. On and after the Effective Date, the Reorganized Debtors may (1) operate their respective businesses, (2) use, acquire, and dispose of their respective property, and (3) prosecute, compromise or settle any Claims, Interests, or Causes of Action, in each case without notice to, supervision of, or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, including for the avoidance of doubt any restrictions on the use, acquisition, sale, lease, or disposal of property under section 363 of the Bankruptcy Code. Anything in this Plan to the contrary notwithstanding, the Unimpaired Claims against a Debtor shall remain the obligations solely of such Debtor or such Reorganized Debtor and shall not become obligations of any other Debtor or Reorganized Debtor by virtue of this Plan, the Chapter 11 Cases, or otherwise.

E. *Cancellation of Existing Agreements and Existing Equity Interests.*

On the Effective Date, except with respect to the Exit Facilities Documents, or to the extent otherwise provided in this Plan, the Combined Order, or any other Definitive Document, all notes, bonds, indentures, certificates, securities, purchase rights, options, warrants, calls, puts, awards, commitments, registration rights, preemptive rights, rights of first refusal, rights of first offer, co-sale rights, investor rights, collateral agreements, subordination agreements, or other instruments or documents directly or indirectly evidencing, creating, or relating to any existing indebtedness or obligations of or ownership interest in the Debtors or giving rise to any rights or obligations relating to Claims against or Interests in the Debtors shall be deemed canceled and surrendered, and the obligations of the Debtors or the Reorganized Debtors, as applicable, and any Non-Debtor Affiliates thereunder or in any way related

thereto shall be deemed satisfied in full, released, and discharged and the obligations of the Debtors pursuant, relating, or pertaining to any agreements, notes, bonds, indentures, certificates, securities, purchase rights, options, warrants, calls, puts, awards, commitments, registration rights, preemptive rights, rights of first refusal, rights of first offer, co-sale rights, investor rights, collateral agreements, subordination agreements, or other instruments or documents directly or indirectly evidencing, creating, or relating to any existing indebtedness or obligations of or ownership interest in the Debtors or giving rise to any rights or obligations relating to Claims against or Interests in the Debtors (except such agreements, certificates, notes, or other instruments evidencing indebtedness or obligations of the Debtors that are specifically Reinstated or assumed pursuant to this Plan, if any) shall be released and discharged; *provided*, that, notwithstanding such cancellation, satisfaction, release, and discharge, anything to the contrary contained in this Plan or the Combined Order, Confirmation, or the occurrence of the Effective Date, any such document or instrument that governs the rights, claims, or remedies of the Holder of a Claim or Interest shall continue in effect solely for purposes of: (1) enabling the Holder of such Claim or Interest to receive distributions on account of such Claim or Interest under this Plan as provided herein; (2) allowing and preserving the rights of the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to make distributions as specified under this Plan on account of Allowed Claims, as applicable, including allowing the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to submit invoices for any amount and enforce any obligation owed to them under this Plan to the extent authorized or allowed by the applicable documents; (3) permitting the Reorganized Debtors and any other Distribution Agent, as applicable, to make distributions on account of applicable Claims and Interests, as applicable; (4) preserving the Prepetition Agents', DIP Agents', and Exit Facility Agents', as applicable, rights, if any, to compensation and indemnification as against any money or property distributable to the Holders of Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims, as applicable, including permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to maintain, enforce, and exercise any priority of payment or charging liens against such distributions each pursuant and subject to the terms of the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and DIP Credit [Agreement](#)[Agreements](#), as applicable, as in effect on or immediately before the Effective Date, (5) preserving all rights, remedies, indemnities, powers, and protections, including rights of enforcement, of the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, against any person other than a Released Party (which Released Parties include the Debtors, Reorganized Debtors, and Non-Debtor Affiliates), and any exculpations of the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable; *provided*, that the Prepetition Agents, DIP Agents, and Exit Facility Agents, shall remain entitled to indemnification or contribution from the Holders of Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims, each pursuant and subject to the terms of the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and DIP Credit [Agreement](#)[Agreements](#), as applicable, as in effect on the Effective Date, (6) permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents, as applicable, to enforce any obligation (if any) owed to them under this Plan, (7) permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents to appear in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court, and (8) permitting the Prepetition Agents, DIP Agents, and Exit Facility Agents, to perform any functions that are necessary to effectuate the foregoing; *provided, however*, that nothing in this [Article IV](#) shall affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Combined Order, or this Plan, or (except as set forth in (5) above) the releases of the Released Parties pursuant to [Article IX](#), or result in any expense or liability to the Debtors or Reorganized Debtors, as applicable, except as expressly provided for in this Plan. For the avoidance of doubt, nothing in this [Article IV](#) shall cause the Reorganized Debtors' obligations under the Exit Facilities Documents to be deemed satisfied in full, released, or discharged; *provided*, that notwithstanding this sentence, the Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims shall be deemed satisfied in full, released, and discharged on the Effective Date. In furtherance of the foregoing, as of the Effective Date, Holders of Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims shall be deemed to have released any such Claims against the Reorganized Debtors under the Prepetition ABL Facility Documents, Prepetition Term

Loan Documents, and DIP Facilities Documents and are enjoined from pursuing any such claims against any of the Reorganized Debtors in respect of such Prepetition ABL Claims, Prepetition Term Loan Claims, and DIP Claims.

On the Effective Date, the Prepetition Agents, the DIP Agents, and each of their respective directors, officers, employees, agents, Affiliates, controlling persons, and legal and financial advisors shall be automatically and fully released and discharged from any further responsibility under the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and DIP Credit ~~Agreement~~Agreements, as applicable. The Prepetition Agents, DIP Agents, and each of their respective directors, officers, employees, agents, Affiliates, controlling persons, and legal and financial advisors shall be discharged and shall have no further obligation or liability except as provided in this Plan and the Combined Order, and after the performance by the Prepetition Agents, DIP Agents, and their Representatives and professionals of any obligations and duties required under or related to this Plan or the Combined Order, the Prepetition Agents, DIP Agents, and each of their respective directors, officers, employees, agents, Affiliates, controlling persons, and legal and financial advisors shall be relieved of and released from any obligations and duties arising thereunder. The fees, expenses, and costs of the Prepetition Agents and the DIP Agents, including fees, expenses, and costs of each of their respective professionals incurred after the Effective Date in connection with the Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, or DIP Credit ~~Agreement~~Agreements, as applicable, and reasonable and documented fees, costs, and expenses associated with effectuating distributions pursuant to this Plan, including the fees and expenses of counsel, if any, shall be paid in accordance with the terms of this Plan and the applicable Definitive Documents.

F. *Sources for Plan Distributions and Transfers of Funds Among Debtors*

The Debtors shall fund Cash distributions under this Plan with Cash on hand, including Cash from operations, and the proceeds of the DIP Facilities and Exit Facilities. The Debtors shall make non-Cash distributions as required under the Plan in the form of Exit Term Loans, Exit ABL Loans and New Equity Interests. Cash payments to be made pursuant to this Plan shall be made by the Reorganized Debtors in accordance with Article VI. Subject to any applicable limitations set forth in any post-Effective Date agreement (including the New Organizational Documents), the Reorganized Debtors shall be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Reorganized Debtors to satisfy their obligations under this Plan. Except as set forth herein, any changes in intercompany account balances resulting from such transfers shall be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and shall not violate the terms of this Plan.

From and after the Effective Date, the Reorganized Debtors, subject to any applicable limitations set forth in any post-Effective Date agreement (including the New Organizational Documents and the Exit Facilities Documents), shall have the right and authority without further order of the Bankruptcy Court to raise additional capital and obtain additional financing in accordance with, and subject to, applicable law.

G. *Exit Facilities and Exit Facilities Documents*

To the extent required and subject to the occurrence of the Effective Date, Confirmation of this Plan shall be deemed to constitute approval by the Bankruptcy Court of the Exit Facilities Documents (including all transactions contemplated thereby, such as any supplementation or syndication of the Exit Term Loans, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the incurrence of Liens securing the Exit Facilities and the payment of all fees, payments, indemnities, and expenses associated therewith) and, subject to the occurrence of the Effective Date, authorization for the applicable Reorganized Debtors to enter into and perform their obligations under the Exit Facilities Documents and such other documents as

may be reasonably required or appropriate, subject to any consent or approval rights under the Definitive Documents. On or around the Effective Date, the Reorganized Debtors shall execute and deliver the Exit ~~ABL Credit Agreement, the Exit Term Loan Credit Agreement, the Exit Intercreditor Agreement, and any other Exit~~ Facilities ~~Document~~Documents, and shall execute, deliver, file, record, and issue any other related notes, guarantees, security documents, instruments, or agreements in connection therewith, in each case, without (a) further notice to the Bankruptcy Court, or (b) further act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. On the Effective Date, the Exit Facilities shall be ~~governed by~~subject to the Exit Intercreditor Agreement.

On the Effective Date, the Exit Facilities Documents shall constitute legal, valid, binding, and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms. The financial accommodations to be extended pursuant to the Exit Facilities Documents are being extended, and shall be deemed to have been extended, and all related payments made in connection therewith shall have been made, in each case, in good faith, for legitimate business purposes, for reasonably equivalent value, as an inducement to the applicable lenders to extend credit under the applicable Exit Facilities, are reasonable, shall not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted, carried forward, continued, amended, extended, and/or reaffirmed (including in connection with any ~~Prepetition~~DIP ABL Loan Claims that are refinanced by the Exit ABL Credit Agreement or DIP Term Loan Claims that are refinanced by the Exit Term Loan Credit Agreement) under the Exit Facilities Documents shall: (1) be continuing, legal, binding, and enforceable Liens on, and security interests in, the collateral granted in accordance with the terms of the applicable Exit Facilities Documents; (2) be granted, carried forward, continued, amended, extended, reaffirmed, and deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted thereunder; and (3) not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of this Plan and the Combined Order (it being understood that perfection shall occur automatically by virtue of the entry of the Combined Order, and any such filings, recordings, approvals, and consents shall not be required), and shall thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

H. *Issuance of New Equity Interests and Deregistration*

On the Effective Date, Reorganized Parent shall issue or reserve for issuance and deliver all of the New Equity Interests in accordance with the terms of this Plan and the New Organizational Documents. The issuance and delivery of the New Equity Interests is authorized without the need for further corporate or other action or any consent or approval of any national securities exchange upon which the New Equity Interests may be listed on or immediately following the Effective Date. All of the New Equity Interests issuable under this Plan and the Combined Order shall, when so issued be duly authorized, validly issued, fully paid, and non-assessable. The issuance and delivery of the New Equity Interests in accordance with this Plan are authorized without the need for any further limited liability company or corporate action and without any further action by any Holder of a Claim or Interest.

The Reorganized Debtors need not provide any further evidence other than this Plan and the Combined Order with respect to the treatment of the New Equity Interests under applicable securities laws.

Notwithstanding anything to the contrary in this Plan, no Person or Entity (including, for the avoidance of doubt, DTC) shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by this Plan, including, for the avoidance of doubt, whether the New Equity Interests are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. All such Persons and Entities including DTC shall be required to accept and conclusively rely upon this Plan or the Combined Order in lieu of a legal opinion regarding whether the New Equity Interests are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. Notwithstanding any policies, practices, or procedures of DTC, DTC and any participants and intermediaries shall fully cooperate and take all actions to facilitate any and all transactions necessary or appropriate for implementation of this Plan or other contemplated thereby, including without limitation any and all distributions pursuant to this Plan.

J. *New Organizational Documents*

Subject to Article IV.E, the Reorganized Debtors and Reorganized Parent shall enter into such agreements and amend their corporate governance documents to the extent necessary to implement the terms and provisions of this Plan. Without limiting the generality of the foregoing, as of the Effective Date, each of the Reorganized Debtors shall be governed by the New Organizational Documents applicable to it. From and after the Effective Date, the Organizational Documents of each of the Reorganized Debtors will be deemed to be modified to prohibit the issuance of non-voting equity Securities, solely to the extent required under section 1123(a)(6) of the Bankruptcy Code. On or immediately before the Effective Date, each Reorganized Debtor and Reorganized Parent shall file its New Organizational Documents, if any, with the applicable Secretary of State and/or other applicable authorities in its jurisdiction of incorporation or formation in accordance with applicable laws of its jurisdiction of incorporation or formation, to the extent required for such New Organizational Documents to become effective. The New Organizational Documents for the Reorganized Debtors and Reorganized Parent shall be in form and substance (including customary minority protections) acceptable to the Required Consenting Lenders.

As a condition to receiving the New Equity Interests, Holders of Allowed Prepetition Term Loan Claim or Holders entitled to receive New Equity Interests on account of the DIP Equity Premium and/or any of their respective designees for receipt of New Equity Interests will be required to execute and deliver the New Organizational Documents for Reorganized Parent. For the avoidance of doubt, any Entity's or Person's receipt of New Equity Interests under, or as contemplated by, the Plan (including on account of the DIP Equity Premium) shall be deemed to be its agreement to the terms of the New Organizational Documents for Reorganized Parent, and such Entities and Persons shall be deemed signatories to the New Organizational Documents for Reorganized Parent without further action required on their part. The New Organizational Documents for Reorganized Parent will be effective as of the Effective Date and, as of such date, will be deemed to be valid, binding, and enforceable in accordance with its terms, and each Holder of New Equity Interests will be bound thereby in all respects even if such Holder has not actually executed and delivered a counterpart thereof.

K. *Release of Liens and Claims*

To the fullest extent provided under section 1141(c) and other applicable provisions of the Bankruptcy Code, except as otherwise provided in ~~the Exit ABL Credit Agreement (including with respect to the Prepetition ABL Facility and the Prepetition ABL Loans)~~, this Plan, the Combined Order, or in any contract, instrument, release, or other agreement or document entered into or delivered in

connection with this Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article VI, all Liens, Claims, mortgages, deeds of trust, or other security interests against the assets or property of the Debtors or the Estates shall be fully released, canceled, terminated, extinguished, and discharged, in each case without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity; *provided*, that (1) the Liens granted to the ~~Prepetition Agents and the~~ DIP Agents pursuant to the ~~Prepetition ABL Credit Agreement, Prepetition Term Loan Credit Agreement, and~~ DIP Credit ~~Agreement~~Agreements and (2) any and all Liens or security securing the Debtor's obligations under the Insurance Contracts, which, for avoidance of doubt, includes grants of security interests in, without limitation, escrow accounts, deposit accounts, Cash Collateral, and letters of credit issued for the benefit of Insurers, shall remain in full force and effect solely to the extent provided for in this Plan. The filing of the Combined Order with any federal, state, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens, Claims, and other interests to the extent provided in the immediately preceding sentence. Any Person or Entity holding such Liens, Claims, or interests shall, pursuant to section 1142 of the Bankruptcy Code, promptly execute and deliver to the Reorganized Debtors such instruments of termination, release, satisfaction, and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtors.

L. *Exemption from Certain Taxes and Fees*

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfer (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under, pursuant to, in contemplation of, or in connection with this Plan (including the Restructuring Transactions) pursuant to (1) the issuance, distribution, transfer, or exchange of any debt, securities, or other interest in the Debtors or the Reorganized Debtors, (2) the creation, modification, consolidation, termination, refinancing, or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means, (3) the making, assignment, or recording of any lease or sublease, (4) the grant of collateral security for any or all of the Exit Facilities or other indebtedness, or (5) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, this Plan, including, without limitation, any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to this Plan (including the Restructuring Transactions), shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and the appropriate U.S. federal, state or local governmental officials, agents, or filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(a) of the Bankruptcy Code, and shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee or governmental assessment.

M. *Directors and Officers of the Reorganized Debtors*

1. Reorganized Board

The members of the Reorganized Board shall consist of a number of members determined by the Required Consenting Lenders in their sole discretion, which shall consist of members appointed in a manner determined by the Required Consenting Lenders in their sole discretion and set forth in the New Organizational Documents for Reorganized Parent. Except to the extent that a member of the board of directors or board of managers, or the sole manager, as applicable, of a Debtor is designated in the Plan Supplement to serve as a director, manager, or sole manager of such Reorganized Debtor on the Effective

Article V.
TREATMENT OF EXECUTORY CONTRACTS
AND UNEXPIRED LEASES; EMPLOYEE BENEFITS; AND INSURANCE POLICIES

A. *Assumption of Executory Contracts and Unexpired Leases*

On the Effective Date, except as otherwise provided in this Plan, each of the Executory Contracts and Unexpired Leases not previously rejected, assumed, or assumed and assigned pursuant to an order of the Bankruptcy Court shall be deemed assumed and amended (assolely to the extent necessary to implement the terms of the Restructuring Transactions), as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code *except* any Executory Contract or Unexpired Lease (1) identified on the Rejected Executory Contract/Unexpired Lease List (which shall initially be filed with the Bankruptcy Court on the Plan Supplement Filing Date) as an Executory Contract or Unexpired Lease to be rejected (if any), (2) that is the subject of a separate motion or notice to reject pending as of the Effective Date, or (3) that previously expired or terminated pursuant to its own terms (disregarding any terms the effect of which is invalidated by the Bankruptcy Code).

Entry of the Combined Order by the Bankruptcy Court shall constitute an order approving the assumption of the Transaction Support Agreement pursuant to sections 365 and 1123 of the Bankruptcy Code and effective on the occurrence of the Effective Date. The Transaction Support Agreement shall be binding and enforceable against the applicable parties thereto in accordance with its terms. For the avoidance of doubt, the assumption of the Transaction Support Agreement shall not otherwise modify, alter, amend, or supersede any of the terms or conditions thereof including, without limitation, any termination events or provisions thereunder.

Entry of the Combined Order by the Bankruptcy Court shall constitute an order approving the assumption of the Executory Contracts and Unexpired Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code, effective on the occurrence of the Effective Date. Each Executory Contract and Unexpired Lease assumed pursuant to this Plan or by Bankruptcy Court order, ~~and not assigned to a third party on or before the Effective Date,~~ shall re-vest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as such terms may have been modified by order of the Bankruptcy Court.

To the maximum extent permitted by law, unless otherwise provided herein, the transactions contemplated by this Plan shall not constitute a “change of control” or “assignment” (or terms with similar effect) under any Executory Contract or Unexpired Lease assumed pursuant to this Plan, or any other transaction, event, or matter that would (1) result in a violation, breach, or default under such Executory Contract or Unexpired Lease, (2) increase, accelerate, or otherwise alter any obligations, rights, or liabilities of the Debtors or the Reorganized Debtors under such Executory Contract or Unexpired Lease, or (3) result in the creation or imposition of a Lien upon any property or asset of the Debtors or the Reorganized Debtors pursuant to the applicable Executory Contract or Unexpired Lease. Any consent or advance notice required under such Executory Contract or Unexpired Lease in connection with assumption thereof (pursuant to the other provisions of this Article V.A) shall be deemed satisfied by Confirmation.

Notwithstanding anything to the contrary in this Plan, but subject to the *Consent Rights* in Article I.C, the Debtors reserve the right to amend or supplement the Rejected Executory Contract/Unexpired Lease List in their discretion before the Effective Date and, after the Effective Date, the Reorganized Debtors, shall have the right to amend Rejected Executory Contract/Unexpired Lease List; *provided*, that such right to amend shall not apply to any Unexpired Lease for nonresidential property; *provided, further* that the Debtors shall give prompt notice of any such amendment or

benefits of any such policies for the full term of such policies regardless of whether such current and former directors, officers, and managers remain in such positions after the Effective Date, all in accordance with and subject in all respects to the terms and conditions of the D&O Insurance Policies, which shall not be altered.

G. *Other Insurance Contracts*

On the Effective Date, each of the Debtors' Insurance Contracts in existence as of the Effective Date shall be Reinstated and continued in accordance with their terms and, to the extent applicable, shall be deemed assumed by the applicable Reorganized Debtor pursuant to section 365 of the Bankruptcy Code and Article V. Nothing in this Plan shall affect, impair, or prejudice the rights of the insurance carriers, the insureds, or the Reorganized Debtors under the Insurance Contracts in any manner, and such insurance carriers, the insureds, and Reorganized Debtors shall retain all rights and defenses under such Insurance Contracts. The Insurance Contracts shall apply to and be enforceable by and against the insureds and the Reorganized Debtors in the same manner and according to the same terms and practices applicable to the Debtors, as existed before the Effective Date.

H. *Indemnification Provisions and Reimbursement Obligations*

On and as of the Effective Date, and except as prohibited by applicable law and subject to the limitations set forth herein, the Indemnification Provisions shall be assumed and irrevocable and shall survive the effectiveness of this Plan, and the New Organizational Documents shall provide to the fullest extent provided by law for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to the Debtors' and the Reorganized Debtors' current and former directors, officers, equity holders, managers, members, employees, accountants, investment bankers, attorneys, other professionals, agents of the Debtors, and such current and former directors', officers', equity holders', managers', members', and employees' respective Affiliates (each of the foregoing solely in their capacity as such) at least to the same extent as the Indemnification Provisions, against any Claims or Causes of Action whether direct or derivative, liquidated or unliquidated, fixed or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted. Notwithstanding anything in this Plan to the contrary, none of the Reorganized Debtors shall amend and/or restate the New Organizational Documents before or after the Effective Date to terminate or adversely affect any of the Indemnification Provisions.

I. *Employee Compensation and Benefits*

1. Compensation and Benefits Programs

Subject to the provisions of this Plan, all Compensation and Benefits Programs (other than awards of stock options, restricted stock, restricted stock units, and other equity awards, equity or equity-based incentive plans, employee stock purchase plans, and any other agreements or awards, or provisions set forth in any Compensation and Benefits Programs or Assumed Employee Agreement that provide for rights to acquire Interests or New Equity Interests and any agreement or plan whose value is related to Interests or New Equity Interests or other ownership interests of the Debtors, which, in each case, shall not constitute or be deemed to constitute Executory Contracts and shall be deemed terminated on the Effective Date) shall be treated as Executory Contracts under this Plan and deemed assumed on the Effective Date pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code. All Proofs of Claim Filed for amounts due under any Compensation and Benefits Program shall be considered satisfied by the applicable agreement and/or program and agreement to assume and cure in the ordinary course as provided in this Plan. All collective bargaining agreements to which any Debtor is a party, and all Compensation and Benefits Programs which are maintained pursuant to such collective bargaining agreements or to which contributions are

representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted this Plan. The Combined Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date.

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to this Plan, the provisions of this Plan shall constitute a good-faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Combined Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, the Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of this Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against the Debtors and the Estates and Causes of Action against other Entities.

B. *Releases by the Debtors*

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in this Plan or the Combined Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, is and is deemed to be, forever and unconditionally released, and absolved by each Debtor, Reorganized Debtor, and the Estates from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the [New Governance Documents](#), the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities

Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the [New Governance Documents](#), [the Chapter 11 Cases](#), or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of this Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to this Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under this Plan or any other related agreement, or (10) any other act, or omission, transaction, agreement, event, or other occurrence relating to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under this Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan, or any agreement, claim, or obligation arising or assumed under this Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) given and made after due notice and opportunity for hearing; and (3) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

D. *Exculpation*

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of this Plan, the Transaction Support Agreement, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with this Plan, the Disclosure Statement, the Definitive Documents, the Plan Supplement, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents

(and any financing permitted thereunder), the New Governance Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with this Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of this Plan; *provided*, that the foregoing provisions of this exculpation shall not operate to waive or release: (1) any Claims or Causes of Action arising from willful misconduct, actual fraud (but not, for the avoidance of doubt, fraudulent transfers), or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (2) the rights of any Person or Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan or assumed pursuant to this Plan or Final Order of the Bankruptcy Court; *provided*, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

The Exculpated Parties have, and upon consummation of this Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to this Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or such distributions made pursuant to this Plan.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. For the avoidance of doubt and notwithstanding anything else herein, the foregoing exculpation shall be limited to Persons that served as Estate fiduciaries during the Chapter 11 Cases.

E. *Permanent Injunction*

Except as otherwise expressly provided in the Transaction Support Agreement, this Plan or the Combined Order, from and after the Effective Date, all Persons and Entities are, to the fullest extent provided under Section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (1) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (2) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (3) creating, perfecting, or enforcing any Lien or encumbrance; (4) asserting a right of setoff or subrogation of any kind; or (5) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to this Plan or the Combined Order against any Person or Entity so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11 Cases under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article IX hereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and

(ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

F. SEC Reservation of Rights

Notwithstanding any language to the contrary in the Disclosure Statement, Plan and/or Combined Order, no provision shall (i) preclude the SEC from enforcing its police or regulatory powers or (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, Causes of Action, proceedings or investigations against any non-Debtor Person or non-Debtor Entity in any forum.

**Article X.
RETENTION OF JURISDICTION**

Notwithstanding the entry of the Combined Order and the occurrence of the Effective Date, except to the extent set forth herein or under applicable federal law, the Bankruptcy Court shall retain on and after the Effective Date jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and this Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

A. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;

B. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Retained Professionals authorized pursuant to the Bankruptcy Code or this Plan;

C. resolve any matters related to: (1) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Cure Costs arising therefrom, including Cure Costs pursuant to section 365 of the Bankruptcy Code; (2) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (3) the Reorganized Debtors ~~amending, modifying, or supplementing~~seeking to amend, modify, or supplement, after the Effective Date, any Executory Contracts and Unexpired Leases to be assumed or rejected ~~or otherwise~~; and (4) any dispute regarding whether a contract or lease is or was executory or expired;

R. adjudicate any and all disputes arising from or relating to distributions to Holders of Claims and Interests under this Plan;

S. consider any modification of this Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Combined Order;

T. determine requests for payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

U. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan, or the Combined Order, including disputes arising under agreements, documents, or instruments executed in connection with this Plan;

V. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

W. hear and determine all disputes involving the existence, nature, or scope of the Debtors' discharge, including without limitation any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred before or after the Effective Date;

X. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the releases, injunctions, and exculpations provided under Article IX;

Y. resolve any disputes concerning whether a Person had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, in each case, for the purpose of determining whether a Claim or Interest is discharged hereunder or for any other purpose;

Z. enforce all orders previously entered by the Bankruptcy Court; and

AA. hear any other matter not inconsistent with the Bankruptcy Code, this Plan, or the Combined Order.

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Article X, the provisions of this Article X shall have no effect on and shall not control, limit, or prohibit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

Notwithstanding anything to the contrary in this Plan: (1) the Bankruptcy Court's jurisdiction to hear and determine disputes concerning Claims against or Interests in the Debtors that arose before the Effective Date, including, without limitation, any Claims based in whole or in part on any conduct of the Debtors occurring on or before the Effective Date, shall be non-exclusive; (2) any dispute arising under or in connection with the Exit ~~Facility~~Facilities Documents, and New Organizational Documents, and shall be dealt with in accordance with the provisions of the applicable document; and (3) as of the Effective Date, the Exit Term Loan Credit Agreement shall be governed by the jurisdictional provisions therein.

“contra proferentem” or other rule of strict construction shall not apply to the construction or interpretation of any provision of this Plan and the Disclosure Statement, the exhibits and schedules thereto, and the other agreements and documents ancillary or related thereto.

P. *Section 1125(e) Good Faith Compliance*

The Debtors, the Reorganized Debtors, the Consenting Term Lenders, and each of their respective current and former officers, directors, members (including *ex officio* members), managers, employees, partners, advisors, attorneys, professionals, accountants, investment bankers, investment advisors, actuaries, Affiliates, financial advisors, consultants, agents, and other Representatives of each of the foregoing Entities (whether current or former, in each case in his, her or its capacity as such) have, and upon Confirmation shall be deemed to have, solicited votes on this Plan from the Voting ~~Classes~~Class in compliance with the applicable provisions of the Bankruptcy Code, and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with the solicitation, and acted in “good faith” under section 1125(e) of the Bankruptcy Code; and therefore, no such parties, individuals, or the Debtors or the Reorganized Debtors shall have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on this Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under this Plan.

Q. *2002 Notice Parties*

After the Effective Date, the Debtors and the Reorganized Debtors, as applicable, are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed a renewed request after the Combined Hearing to receive documents pursuant to Bankruptcy Rule 2002.

Exhibit B

Changed Pages Only Redline of Proposed Confirmation Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

-----	x
-	:
	: Chapter 11
In re:	:
	: Case No. 24-90627 (ARP)
THE CONTAINER STORE GROUP, INC., <i>et</i>	:
<i>al.</i> ,	: (Jointly Administered)
	:
Debtors. ¹	x

-
**ORDER (I) APPROVING DEBTORS' DISCLOSURE STATEMENT AND
(II) CONFIRMING FIRST AMENDED PREPACKAGED JOINT PLAN OF
REORGANIZATION OF THE CONTAINER STORE GROUP, INC. AND ITS DEBTOR
AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

[Relates to Docket Nos. 17, 18, 19, 81, 132, and ~~165~~]

WHEREAS, on December 22, 2024 (the "**Petition Date**"), the above-captioned debtors and debtors-in-possession (collectively, the "**Debtors**") commenced their chapter 11 bankruptcy cases in this United States Bankruptcy Court for the Southern District of Texas (the "**Court**").

WHEREAS, the Debtors filed their proposed *Disclosure Statement for Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, dated December 21, 2024 [Docket No. 18] (the "**Disclosure Statement**"), and the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, December 21, 2024

¹ The Debtors in these cases, together with the last four digits of each Debtor's taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc.

[Docket No. 19] (as amended, modified, or supplemented, including pursuant to Docket No. ~~165~~], the “**Plan**”).²

WHEREAS, prior to the Petition Date, the Debtors solicited votes to accept or reject the Plan from Holders of Class 3 (Prepetition Term Loan Claims).

WHEREAS, as attested to by Darlene S. Calderon, in the *Certificate of Service* [Docket No. 51] (the “**Prepetition Certificate of Service**”), prior to the Petition Date, on December 21, 2024, Kurtzman Carson Consultants, LLC d/b/a Verita Global LLC, the Debtors’ Solicitation Agent (the “**Solicitation Agent**”), transmitted the Disclosure Statement, the Plan, and the Class 3 Ballot, to the parties identified on the service lists attached to the Prepetition Certificate of Service as Exhibit A.

WHEREAS, after holding a hearing on December 23, 2024 to consider, among other things, the Debtors’ Solicitation Procedures Motion,³ on the same day the Court entered its *Order (I) Scheduling Combined Hearing to Consider (A) Final Approval of Disclosure Statement, (B) Approval of Solicitation Procedures and Form of Ballot, and (C) Confirmation of Plan; (II) Establishing an Objection Deadline to Object to Disclosure Statement and Plan; (III)*

are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

² Capitalized terms used herein and not otherwise defined have the meanings set forth in the Plan, and if not defined in the Plan then as defined in the Disclosure Statement. If there is any conflict between the terms of the Plan or Disclosure Statement and the terms of this Combined Order, the terms of this Combined Order shall control.

³ *See Emergency Motion of Debtors for Entry of Order (I) Scheduling Combined Hearing to Consider (A) Final Approval of Disclosure Statement, (B) Approval of Solicitation Procedures and Form of Ballot, and (C) Confirmation of Plan; (II) Establishing an Objection Deadline to Object to Disclosure Statement and Plan; (III) Approving the Form and Manner of Notice of Combined Hearing, Objection Deadline, and Notice of Commencement; (IV) Approving Notice and Objection Procedures for the Assumption or Rejection of Executory Contracts and Unexpired Leases; (V) Conditionally Waiving Requirement of Filing Schedules of Assets and Liabilities, Statements of Financial Affairs, and 2015.3 Reports; (VI) Conditionally Waiving Requirement to Convene the Section 341 Meeting of Creditors; (VII) Conditionally Approving the Disclosure Statement and (VIII) Granting Related Relief* [Docket No. 17] (the “**Solicitation Procedures Motion**”).

and Related Matters, and (III) Objection Deadlines filed with the Court on January 3, 2025 [Docket No. 117] (the “**Affidavit of Publication**”).

WHEREAS, as contemplated by the Plan, on January 14, 2025, the Debtors filed their *Notice of Filing of First Plan Supplement for the Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, [Docket No. 132] (as amended from time to time, the “**First Plan Supplement**”).

WHEREAS, on January ~~16~~²³, 2025, the Solicitation Agent filed the ~~Declaration of Darlene S. Calderon of Kurtzman Carson Consultants, LLC d/b/a Verita Global LLC Regarding the Solicitation of Votes and Tabulation of Ballots Cast~~^{Votes} on the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* ~~+~~ [Docket No. ~~16~~¹⁶] (the “**Vote Certification**”), attesting to the results of the tabulation of all Ballots received by the Solicitation Agent on or before the Voting Deadline (January 21, 2025) from Holders of Claims in Class 3 (Prepetition Term Loan Claims).

WHEREAS, on January 23, 2025, the Debtors filed the *Debtors’ Memorandum of Law in Support of (I) Approval of the Disclosure Statement and (II) Confirmation of First Amended Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (the “**Confirmation Brief**”).

WHEREAS, a hearing to consider the Debtors’ compliance with the Bankruptcy Code’s disclosure requirements under section 1125 of the Bankruptcy Code on a final basis and confirmation of the Plan was held before this Court on January 24, 2025 (the “**Combined Hearing**”).

NOW, THEREFORE, based upon this Court’s review of the Disclosure Statement, Plan, the briefs, affidavits, and declarations submitted in support of confirmation of the Plan, including, without limitation, (a) the Confirmation Brief, (b) the *Declaration of Chad E. Coben, Chief Restructuring Officer, in Support of Confirmation of the Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* [Docket No. ~~1-162~~] (the “**Coben Declaration**”), and (c) the *Declaration of Adam Dunayer in Support of Confirmation of the Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* [Docket No. ~~1-163~~] (the “**Dunayer Declaration**,” together with the Coben Declaration, the “**Confirmation Declarations**”), and upon all of the evidence proffered or adduced at, and arguments of counsel made at the Combined Hearing, and upon the entire record of these Chapter 11 Cases, and after due deliberation thereon, **THE COURT HEREBY FINDS AND CONCLUDES THAT:**

I. Findings of Fact; Conclusions of Law

A. The findings and conclusions set forth herein and in the record of the Combined Hearing constitute the Court’s findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

II. Jurisdiction; Venue; Core Proceeding

B. The Court has jurisdiction over the Chapter 11 Cases pursuant to Section 1334 of title 28 of the United States Code. Venue is proper before this Court pursuant to Sections 1408 and

where the prepetition solicitation of acceptances would be deemed a private placement of securities. The prepetition solicitation was made only to those Holders of Class 3 Term Loan Claims who certified that they were: (i) a “qualified institutional buyer” (as defined in Rule 144A of the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, as amended (the “**Securities Act**”)), (ii) an “accredited investor” (as defined in Rule 501 of Regulation D of the Securities Act); or (iii) for Holders of Term Loan Claims located outside the United States, a person other than a “U.S. person” (as defined in Rule 902(k) of Regulation S of the Securities Act) and not participating on behalf of or on account of a U.S. person.

IX. Adequacy of Disclosure Statement

M. The Disclosure Statement (a) contains sufficient information of a kind necessary to satisfy the disclosure requirements of all applicable non-bankruptcy rules, laws, and regulations, including the Securities Act, (b) contains “adequate information” (as such term is defined in Section 1125(a) of the Bankruptcy Code and used in Section 1126(b)(2) of the Bankruptcy Code) with respect to the Debtors, the Plan, and the transactions contemplated therein, and (c) is hereby approved in all respects.

X. Vote Certification

N. Before the Combined Hearing, the Debtors filed the Vote Certification. All procedures used to tabulate the Ballots were fair and conducted in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Solicitation Procedures Order, and all other applicable rules, laws and regulations.

O. As evidenced by the Vote Certification, Class 3 (Prepetition Term Loan Claims) voted as follows: Holders of ~~1~~**84** claims in the aggregate amount of \$~~1~~**157,716,473.07** voted to accept the Plan, and ~~1~~**no** Holders voted to reject the Plan. Accordingly, ~~1~~**100**%

of the voting Class 3 creditors voted to accept the Plan, and those creditors in the aggregate held ~~100~~100% of the total dollar amount of the claims held by such voting Class 3 creditors.

Therefore, Class 3, the only voting class, has accepted the Plan pursuant to Section 1126(c) of the Bankruptcy Code.

XI. Bankruptcy Rule 3016

P. The Plan is dated and identifies the Entities submitting it, thereby satisfying Bankruptcy Rule 3016(a). The filing of the Disclosure Statement with the clerk of the Court satisfied Bankruptcy Rule 3016(b).

XII. Adequate Assurance

Q. The Debtors have cured, or provided adequate assurance that the Reorganized Debtors will cure, defaults (if any) under or relating to each of the contracts and leases that are being assumed by the Debtors pursuant to the Plan. The Debtors also have provided adequate assurance of the Reorganized Debtors' future performance under such contracts and leases.

XIII. Section 1129(a)(1)—Compliance of the Plan with Applicable Provisions of the Bankruptcy Code

(i) Sections 1122 and 1123(a)(1)—Proper Classification.

R. The classification of Claims and Interests under the Plan is proper and satisfies the requirements of the Bankruptcy Code. Pursuant to Sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article III of the Plan provides for the separate classification of Claims and Interests into eight Classes, based on differences in the legal nature or priority of such Claims and Interests (other than Administrative Claims (including DIP Claims), Priority Tax Claims, Other Priority Claims, and statutory fees, which are addressed in Article II of the Plan and which have not been classified in accordance with Section 1123(a)(1) of the Bankruptcy Code). Valid business, factual, and legal reasons exist for the separate classification of the various Classes of

non-bankruptcy law, including the Securities Act, (b) contains “adequate information” (as such term is defined in section 1125(a)(1) and used in section 1126(b)(2) of the Bankruptcy Code) with respect to the Debtors, the Plan, and the transactions contemplated therein, and (c) is approved in all respects on a final basis.

3. Objections. All parties have had a fair opportunity to litigate all issues raised by objections, or which might have been raised, and the objections have been fully and fairly litigated. All objections, responses, statements, reservations of rights, and comments in opposition to the Plan have been ~~+~~ withdrawn with prejudice in their entirety, waived, settled, resolved before the Combined Hearing, or otherwise resolved~~+~~ on the record of the Combined Hearing and/or herein. The record of the Combined Hearing is hereby closed.

4. Compromise of Controversies. For the reasons stated herein, the Plan constitutes a good faith, arm’s-length compromise and settlement of all Claims or controversies relating to the rights that a holder of a Claim or Interest, or any assignees thereof, may have with respect to any Allowed Claim or Interest or any distribution to be made or obligation to be incurred pursuant to the Plan, and the entry of this Combined Order constitutes approval of all such compromises and settlements.

5. Binding Effect; Federal Rule of Civil Procedure 62(a). Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 6006(d), 6006(g), or 7062, or otherwise, this Combined Order is a Final Order and the period in which an appeal must be filed shall commence upon the entry hereof. Immediately upon the entry of this Combined Order: (a) this Combined Order and the provisions of the Plan shall be binding upon (i) the Debtors, (ii) the Reorganized Debtors, (iii) all Holders of Claims and Interests in the Debtors, whether or not Impaired under the Plan and whether or not, if Impaired, such Holders accepted the Plan, (iv) each Person acquiring

12. To the fullest extent provided under section 1141(c) of the Bankruptcy Code and other applicable provisions of the Bankruptcy Code, except as otherwise provided in the ~~Exit Facilities (including with respect to the Exit ABL Loans and the Exit Term Loans), the~~ Plan, this Combined Order, or in any contract, instrument, release, or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date and upon completion of the applicable distributions made pursuant to Article VI of the Plan, all Liens, Claims, mortgages, deeds of trust, or other security interests against the assets or property of the Debtors or the Estates shall be fully released, canceled, terminated, extinguished, and discharged, in each case without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity; *provided*, that (i) the Liens granted to the ~~Prepetition~~ DIP Agents ~~and the DIP Agent~~ pursuant to the ~~ABL Credit Agreement, Term Loan Credit Agreement, and~~ DIP Credit Agreement and (ii) any and all Liens or security securing the Debtor's obligations under the Insurance Contracts, which, for avoidance of doubt, includes grants of security interests in, without limitation, escrow accounts, deposit accounts, cash collateral, and letters of credit issued for the benefit of insurers, shall remain in full force and effect solely to the extent provided for in the Plan.

13. The filing of this Combined Order with any federal, state, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens, Claims, and other interests to the extent provided in the immediately preceding sentence. Any Person or Entity holding such Liens, Claims, or interests shall, pursuant to section 1142 of the Bankruptcy Code, promptly execute and deliver to the

Documents are being extended, and shall be deemed to have been extended, and all related payments made in connection therewith shall have been made, in each case, in good faith, for legitimate business purposes, for reasonably equivalent value, as an inducement to the applicable lenders to extend credit under the applicable Exit Facilities, are reasonable, shall not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted, carried forward, continued, amended, extended, and/or reaffirmed (including in connection with any DIP ABL Loan Claims that are refinanced by the Exit ABL Credit Agreement or DIP Term Loan Claims that are refinanced by the Exit Term Loan Credit Agreement) under the Exit Facilities Documents shall: (a) be continuing legal, binding, and enforceable Liens on, and security interests in, the collateral granted in accordance with the terms of the applicable Exit Facilities Documents; (b) be granted, carried forward, continued, amended, extended, reaffirmed, and deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted thereunder; and (c) not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. Notwithstanding the foregoing, nothing herein, in the Plan, or in the Exit Facilities Documents shall, to the extent violative of the terms of any Unexpired Lease of non-residential real property assumed pursuant to the Plan (1) result in the creation or imposition of a Lien upon any property or asset of the Debtors or the

Reorganized Debtors subject to the applicable Unexpired Lease of non-residential real property, or (2) provide for the Agents under the Exit Facilities to access any leased premises of the Debtors or Reorganized Debtors other than in accordance with applicable nonbankruptcy law or with the consent of the applicable landlord.

16. The Reorganized Debtors and the Entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and this Combined Order (it being understood that perfection shall occur automatically by virtue of the entry of this Combined Order, and any such filings, recordings, approvals, and consents shall not be required), and shall thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties. For the avoidance of doubt, the Liens and security interests granted by the Reorganized Debtors and the Entities pursuant to the Exit Facilities Documents are automatically perfected as of the Effective Date, including, without limitation, the Liens and Security Interests in any deposit account of any such Reorganized Debtor and/or Entity and without the necessity of entering into any lockbox or deposit account control agreement with respect to such deposit account.

17. Issuance of New Equity Interests and Deregistration. On the Effective Date, Reorganized Parent shall issue and deliver or reserve for issuance all of the New Equity Interests in accordance with the terms of the Plan and the New Organizational Documents. The issuance and distribution of the New Equity Interests is authorized without the need for further limited

Code. Upon the Effective Date, the injunction provided in Article IX of the Plan shall apply. Notwithstanding anything to the contrary in this paragraph, nothing herein shall bar the filing of financing documents (including Uniform Commercial Code financing statements, security agreements, leases, mortgages, trust agreements, and bills of sale) or the taking of such other actions as are necessary or appropriate to effectuate the transactions specifically contemplated by the Plan or by this Combined Order prior to the Effective Date.

26. Change of Control Provisions. Any Change of Control Provision in (a) any Unexpired Lease of non-residential real property shall be unenforceable solely in connection with (x) assumption of such Unexpired Lease and (y) the Restructuring Transactions, to the extent that any Change of Control Provision would be triggered by the assumption of such Unexpired Lease or the consummation of Restructuring Transactions, and (b) any contract, agreement, or other document of the Debtors, including any Executory Contract or Unexpired Lease (except as specified in the foregoing clause (a)) assumed ~~or assumed and assigned~~ by the Debtors, shall be deemed modified in accordance with section 365 of the Bankruptcy Code such that ~~such~~ ~~assumption~~ ~~or assumption and assignment and of~~ such agreement and consummation of the transactions contemplated by the Plan shall not (either alone or in combination with any other condition, event, circumstance or occurrence) (ai) be prohibited, restricted, or conditioned on account of such provision or require any consent thereunder, (bii) breach or result in the modification or termination of such Executory Contract or Unexpired Lease, (eiii) result in any penalty or other fees or payments, accelerated or increased obligations, renewal or extension conditions, or any other entitlement in favor of such non-Debtor party thereunder, including for the avoidance of doubt any penalty or other fees or payments, accelerated or increased obligations, renewal or extension conditions that are

triggered upon or after the occurrence of (either alone or in combination with any other condition, event, circumstance or occurrence) a change of control (or term with similar effect), or (div) entitle the non-Debtor party thereto to do or impose any of the foregoing or otherwise exercise any other default-related rights or remedies with respect thereto. For the avoidance of doubt, any Executory Contract or Unexpired Lease assumed pursuant to the Plan or otherwise may not be terminated on account of such assumption or on account of the Plan, the transactions contemplated therein, or any change of control or ownership interest composition or entity conversion that may occur at any time before, on, or in connection with the Effective Date. The Reorganized Debtors may rely on the Plan and this Combined Order as a complete defense to any action by a party to an assumed Executory Contract or Unexpired Lease to terminate such Executory Contract or Unexpired Lease on account of such assumption or on account of the Plan, the transactions contemplated herein, or any change of control or ownership interest composition that may occur at any time before or on the Effective Date. Each Executory Contract or Unexpired Lease (including any amendments thereto entered into after the Petition Date and prior to the Effective Date) assumed pursuant to Article V of the Plan shall revest in and be fully enforceable by the Reorganized Debtors in accordance with its terms, except as modified by the provisions of the Plan, any order of this Court authorizing and providing for its assumption, or applicable law.

27. Assumption of the Indemnification Obligations and D&O Insurance Policies.

The Debtors, and upon the Effective Date, the Reorganized Debtors, shall assume all of the Indemnification Provisions in place on and before the Effective Date for Claims related to or arising out of any actions, omissions, or transactions occurring before the Effective Date pursuant to Section 365(a) of the Bankruptcy Code. The Debtors, and upon the Effective Date,

28. Assumption of Executory Contracts and Unexpired Leases. The Executory Contract and Unexpired Lease provisions of Article V of the Plan, and the assumptions, assumptions and assignments, or rejections described in Article V of the Plan, are approved in all respects. The Debtors are authorized to assume or reject Executory Contracts or Unexpired Leases in accordance with Article V of the Plan.

29. The Debtors shall cure all defaults required to be cured under ~~Section~~and in accordance with section 365(b)(1)(A) of the Bankruptcy Code for each assumed Executory Contract or Unexpired Lease; and shall comply with section 365(b)(1)(B) of the Bankruptcy Code. Further, for the avoidance of doubt, with respect to any assumed Unexpired Lease of nonresidential real property, subject to any agreements between the parties with respect thereto, nothing in the Plan or this Combined Order relieves the Debtors or the Reorganized Debtors of any obligations arising under any Unexpired Lease of nonresidential real property assumed pursuant to the Plan, including any indemnification obligations contained therein (subject, in all cases, to the Debtors' or Reorganized Debtors', as applicable, rights and defenses).

30. ~~29.~~ Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and payment of any applicable Cure Cost and satisfaction of any nonmonetary defaults, as applicable, pursuant to Article V of the Plan shall result in the full release and satisfaction of any Cure Costs, ~~Claims,~~ or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the Effective Date.

31. ~~30.~~ Parties to Executory Contracts and Unexpired Leases assumed by the Debtors pursuant to the Plan shall not be required to File a Proof of Claim or objection in order to assert or preserve any Cure Cost. Notwithstanding anything to the contrary in the Plan or this Combined Order, all Cure Costs shall be Unimpaired by the Plan and this Combined Order and all Cure Costs outstanding as of the Effective Date shall remain continuing obligations of the Reorganized Debtors following the Effective Date subject to all parties' rights and defenses with respect thereto.

32. Notwithstanding any other provisions of the Plan or this Combined Order to the contrary, all Unexpired Leases between a Debtor and any of the Specified Landlords⁵ are to be assumed by the Debtors as of the Confirmation Date, with such assumption effective as of the Effective Date.

33. ~~31.~~ Claims for Rejection Damages. All Claims arising from the rejection (if any) of Executory Contracts or Unexpired Leases must be filed with the clerk of the Court and served upon counsel for the Reorganized Debtors within thirty (30) days after the date of entry of an order of the Court (including this Combined Order) approving the rejection of such Executory Contract or Unexpired Lease. Any Claim arising from the rejection of Executory Contracts or Unexpired Leases that becomes an Allowed Claim is classified and shall be treated as a Class 4 General Unsecured Claim, unless such Claim is a Subordinated Claim, in which case it shall be treated as a Class 5 Subordinated Claim. Any Claims arising from the rejection of an Executory

⁵ The "Specified Landlords" are: ARC SPSANTX001, LLC; 555 9TH STREET LP; BV CENTERCAL, LLC; CONGRESSIONAL PLAZA ASSOCIATES, LLC; FEDERAL REALTY OP LP; PES PARTNERS, LLC; FRIT SAN JOSE TOWN AND COUNTRY VILLAGE, LLC ; FR PEMBROKE GARDENS, LLC; FLATIRON PROPERTY HOLDINGS, L.L.C.; KP IV NAVY, LLC; PR/MRPI EASTGATE C, LLC; CORE POWER BRIDGEPOINTE, LLC (successor to TREA 3010 Bridgepointe Parkway LLC); VILLAGE AT GULFSTREAM PARK, LLC; INLAND COMMERCIAL REAL ESTATE SERVICES LLC, as managing agent; CENTURY CITY MALL, LLC; and SOUTHCENTER OWNER LLC.

Contract or Unexpired Lease not Filed within the time required by this section will be forever barred from assertion against the Debtors, the Reorganized Debtors, the Estates, or the property of the Debtors or the Reorganized Debtors.

34. ~~32.~~ Professional Compensation. All final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred before the Effective Date must be Filed no later than thirty (30) days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and prior Bankruptcy Court orders. Subject to any applicable agreements by the Retained Professionals with respect to Professional Fee Claims, the Reorganized Debtors shall pay Professional Fee Claims owing to the Retained Professionals in Cash in the amount the Bankruptcy Court Allows from funds held in the Professional Fee Escrow Account, as soon as reasonably practicable after such Professional Fee Claims are Allowed by entry of an order of the Bankruptcy Court; provided, however, that the Debtors' and the Reorganized Debtors' obligations to pay Allowed Professional Fee Claims shall not be limited or deemed limited to funds held in the Professional Fee Escrow Account. To the extent that funds held in the Professional Fee Escrow Account are insufficient to satisfy the Allowed amount of Professional Fee Claims owing to the Retained Professionals, the Reorganized Debtors shall pay such amounts within ten (10) Business Days of entry of the order approving such Professional Fee Claims.

35. ~~33.~~ Settlement Payments. On and after the Confirmation Date, the Debtors (with the consent of the Required Consenting Lenders) or, from and after the Effective Date, the Reorganized Debtors, are authorized to enter into settlement agreements with respect to Claims

or Causes of Action asserted against the Debtors or their Estates and to pay any amounts due and owing thereunder.

36. ~~34.~~ Management Incentive Plan. The details regarding the Management Incentive Plan and the awards (and terms and conditions thereof) under the Management Incentive Plan to certain officers, board members, and other members of management shall be determined by the Reorganized Board after the Effective Date in its sole discretion.

37. ~~35.~~ Employee Benefits. On and after the Effective Date (and subject to any additions, deletions, and/or modifications as may be adopted by the Debtors or the Reorganized Debtors), the Reorganized Debtors shall honor, in the ordinary course of business, Compensation and Benefits Programs; provided, however, that the Debtors' or Reorganized Debtors' performance of any employment agreement will not entitle any person to any benefit or alleged entitlement under any contract, agreement, arrangement, policy, program or plan that has expired or been terminated or cancelled before the Effective Date, or restore, reinstate, or revive any such benefit or alleged entitlement under any such contract, agreement, arrangement, policy, program or plan. Nothing in the Plan shall limit, diminish, or otherwise alter the Reorganized Debtors' defenses, claims, Causes of Action or other rights with respect to any such contracts, agreements, arrangements, policies, programs, and plans. On the Effective Date, (a) all awards of stock options, restricted stock, restricted stock units, and other equity awards, equity or equity-based incentive plans, employee stock purchase plans, and any other agreements or awards, or provisions set forth in any Compensation and Benefits Programs or Assumed Employee Agreement that provide for rights to acquire Interests or New Equity Interests and (b) any agreement or plan whose value is related to Interests or New Equity Interests or other ownership interests of the Debtors in each case, shall not constitute or be deemed to constitute

Executory Contracts and shall be deemed terminated on the Effective Date with any damages resulting therefrom treated as Subordinated Claims or an Existing Equity Interest, as applicable, under the Plan.

38. ~~36.~~ Plan Distributions. On and after the Effective Date, distributions on account of Allowed Claims and Allowed Equity Interests, if any, and the resolution and treatment of Disputed Claims or Equity Interests shall be effectuated pursuant to Article VI of the Plan.

39. ~~37.~~ Operation as of the Effective Date. On and after the Effective Date, each Reorganized Debtor may operate its business and may use, acquire or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by this Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules.

40. ~~38.~~ Discharge of Debtors. To the fullest extent provided under section 1141(d)(1)(A) of the Bankruptcy Code and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by the Plan, the Definitive Documents, this Combined Order, or in any contract, instrument, or other agreement or document created or entered into, and effective as of the Effective Date: (a) the rights afforded in the Plan and the treatment of all Claims and Interests therein shall be in exchange for and in complete satisfaction, settlement, discharge and release of all Claims and Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors or any of their assets, property, or Estates; (b) the Plan shall bind all Holders of Claims and Interests, notwithstanding whether any such Holders abstained from voting to accept or reject the Plan or voted to reject the Plan; (c) subject to Article III.F of the Plan, all Claims and Interests shall be satisfied, discharged and released in full, and the Debtors' liability with respect thereto will be extinguished completely without further notice or action, including any liability of the kind

specified under sections 502(g), 502(h), or 502(i) of the Bankruptcy Code; and (d) except as otherwise expressly provided for in the Plan, all Entities shall be precluded from asserting against, derivatively on behalf of, or through, the Debtors, the Debtors' Estates, the Reorganized Debtors, each of their successors and assigns, and each of their assets and properties, any other Claims or Interests based upon any documents, instruments or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date or otherwise.

41. ~~39.~~ Filing and Recording. This Combined Order (a) is and shall be effective as a determination that, except as otherwise provided in the Plan or this Combined Order, or in any contract, instrument, release, or other agreement or document entered into or delivered in connection with the Plan (including, without limitation, the Exit Facilities Documents), on the Effective Date, all Claims existing prior to such date have been unconditionally released, discharged, and terminated and (b) is and shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required, by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any document or instrument. Each and every federal, state, and local government agency is hereby directed to accept any and all documents and instruments necessary, useful, or appropriate (including Uniform Commercial Code financing statements) to effectuate, implement, and consummate the transactions contemplated by the Plan and this Combined Order (including, without limitation, the Exit Facilities Documents) without payment of any stamp or similar tax or governmental assessment imposed by federal, state or local law.

42. ~~40.~~ Payment of Statutory Fees and Compliance with Reporting Requirements.

All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by this Court at a hearing pursuant to Section 1128 of the Bankruptcy Code to the extent necessary, shall be paid by each of the Debtors or the Reorganized Debtors (or the Disbursing Agent on behalf of each of the Debtors or Reorganized Debtors), as applicable, for each quarter (including any fraction thereof) until the earliest to occur of the entry of (a) a final decree closing such Debtor's Chapter 11 Case, (b) an order dismissing such Debtor's Chapter 11 Case, or (c) an order converting such Debtor's Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code.

43. ~~41.~~ After the Effective Date, the Reorganized Debtors shall file with the Bankruptcy Court quarterly reports when they become due in a form reasonably acceptable to the U.S. Trustee, which reports shall include a separate schedule of disbursements made during the applicable period, attested to by the Reorganized Debtors. The obligation to file quarterly reports and pay U.S. Trustee Fees shall continue until the earliest of the Debtors' cases being closed, dismissed or converted to cases under chapter 7 of the Bankruptcy Code.

44. ~~42.~~ Releases by the Debtors. The following releases by the Debtors in Article IX.B of the Plan are approved and authorized and shall be effective as of the Effective Date without further notice to or order of this Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person and this Combined Order hereby permanently enjoins the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, rights, Causes of Action, remedies or liabilities released pursuant to the Releases set forth in Article IX.B of the Plan:

To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in this Plan or

(2) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under this Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan, or any agreement, Claim, or obligation arising or assumed under this Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

45. ~~43.~~ Releases by Holders of Claims and Interests. The following releases by the Releasing Parties (including Third-Party Release) in Article IX.C of the Plan are approved and authorized, and shall be effective as of the Effective Date without further notice to or order of this Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person and this Combined Order hereby permanently enjoins the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, rights, Causes of Action, remedies or liabilities released pursuant to the Third-Party Release set forth in the Plan. The releases set forth in Article IX.C of the Plan were made for substantial consideration.

To the extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in this Plan or the Combined Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on

Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

46. ~~44.~~ **Exculpation.** The following exculpations set forth in Article IX.D. of the Plan are authorized and approved:

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of this Plan, the Transaction Support Agreement, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with this Plan, the Disclosure Statement, the Definitive Documents, the Plan Supplement, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the New Governance Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with this Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of this Plan; provided, that the foregoing provisions of this exculpation shall not operate to waive or release: (1) any Claims or Causes of Action arising from willful misconduct, actual fraud (but not, for the avoidance of doubt, fraudulent transfers), or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (2) the rights of any Person or Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan or assumed pursuant to this Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

47. ~~45.~~ **Injunction.** The following injunction in Article X.F of the Plan is authorized and approved:

Except as otherwise expressly provided in the Transaction Support Agreement, this Plan or the Combined Order, from and after the Effective Date, all Persons and Entities are, to the fullest extent provided under Section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (1) commencing or continuing, in any manner or

48. ~~46.~~ Exemption from Securities Laws. No registration statement shall be filed under the Securities Act, or pursuant to any state securities laws, with respect to the offer and distribution of the New Equity Interests under the Plan. The offering, sale, issuance, and distribution of the New Equity Interests in exchange for Claims pursuant to Article II and Article III of the Plan and pursuant to this Combined Order shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable United States, state, or local law requiring registration for the offer or sale of a security pursuant to section 1145 of the Bankruptcy Code. Any and all such New Equity Interests may be resold without registration under the Securities Act by the recipients thereof pursuant to the exemption provided by Section 4(a)(1) of the Securities Act, subject to: (a) the provisions of section 1145(b)(1) of the Bankruptcy Code, which limits resale by Persons who are “underwriters” as that term is defined in such section; (b) restrictions under the Securities Act applicable to recipients who are an “affiliate” of the Reorganized Debtors as defined in Rule 144(a)(1) under the Securities Act, (c) compliance with any applicable state or foreign securities laws, if any, and any rules and regulations of the SEC, if any, applicable at the time of any future transfer of such Securities; (d) the restrictions, if any, on the transferability of such Securities in the organizational documents of the issuer of, or in agreements or instruments applicable to holders of, such Securities; and (e) any other applicable regulatory approval.

49. ~~47.~~ The Reorganized Debtors need not provide any further evidence other than the Plan and this Combined Order with respect to the treatment of the New Equity Interests under applicable securities laws.

50. ~~48.~~ Notwithstanding anything to the contrary in the Plan, no Person or Entity (including, for the avoidance of doubt, DTC) shall be entitled to require a legal opinion

regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Equity Interests are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. All such Persons and Entities including DTC shall be required to accept and conclusively rely upon the Plan or this Combined Order in lieu of a legal opinion regarding whether the New Equity Interests are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. Notwithstanding any policies, practices, or procedures of DTC, DTC and any participants and intermediaries shall fully cooperate and take all actions to facilitate any and all transactions necessary or appropriate for implementation of the Plan or other contemplated thereby, including without limitation any and all distributions pursuant to the Plan.

51. ~~49.~~ Exemption from Taxation. Pursuant to Section 1146(a) of the Bankruptcy Code, any transfer from a Debtor to a Reorganized Debtor or to any Entity pursuant to, in contemplation of or in connection with the Plan or pursuant to: (a) the issuance, distribution, transfer, or exchange of any debt, Equity Security, or other Equity Interest in the Debtors or the Reorganized Debtors; (b) the creation, modification, consolidation, or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (c) the making, assignment or recording of any lease or sublease; or (d) the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments or other instruments of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing, or recording fee or other similar tax or

governmental assessment, and the appropriate federal, state or local governmental officials or agents are directed to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, or governmental assessment.

52. ~~50.~~ Continued Corporate Existence. Except as otherwise provided in the Plan, each Debtor shall continue to exist after the Effective Date as a separate corporation, limited liability company, partnership or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and bylaws (or other formation documents) in effect before the Effective Date, except to the extent such certificate of incorporation and bylaws (or other formation documents) are amended by the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state law).

53. ~~51.~~ Effectiveness of All Actions. All actions authorized to be taken pursuant to the Plan shall be effective on, prior to or after the Effective Date pursuant to this Combined Order, without further application to, or order of, the Court, or further action by the respective officers, directors, members, or stockholders of the Debtors or Reorganized Debtors and with the effect that such actions had been taken by unanimous action of such officers, directors, members, or stockholders.

54. ~~52.~~ Approval of Consents and Authorization To Take Acts Necessary To Implement Plan. Pursuant to Section 1142(b) of the Bankruptcy Code, section 303 of the

Delaware General Corporation Law, and any comparable provision of the business corporation laws of any other state, the Debtors, the Reorganized Debtors, and the officers and members of the New Boards are authorized to and may issue, execute, deliver, file or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, the corporate actions and transaction contemplated under the Plan, and the securities issued pursuant to the Plan in the name of and on behalf of the Debtors or the Reorganized Debtors, whether or not such action is specifically contemplated by the Plan or this Combined Order, without the need for any approvals, authorizations, or consents except for those expressly required pursuant to the Plan or the New Organizational Documents, and the obligations thereunder shall constitute legal, valid, binding, and authorized obligations of each of the respective parties thereto, enforceable in accordance with their terms.

55. ~~53.~~ No further approval by the Court shall be required for any action, transaction, or agreement that the management of the Debtors determines is necessary or appropriate to implement and effectuate or consummate the Plan, whether or not such action, transaction, or agreement is specifically contemplated in the Plan or this Combined Order. This Combined Order shall further constitute all approvals, consents, and directions required for the Reorganized Debtors to act consistent with the Plan and the laws, rules, and regulations of all states and any other governmental authority with respect to the implementation or consummation of the Plan and any documents, instruments, or agreements, and any other acts and transactions referred to in or contemplated by the Plan. The Debtors or Reorganized Debtors, as applicable, are hereby authorized, immediately upon entry of this Combined Order, to enter into and effectuate the Restructuring Transactions and may take any actions as may be necessary or appropriate to

effect a corporate restructuring of their respective businesses or a corporate restructuring of the overall corporate structure of the Reorganized Debtors, as and to the extent provided in the Plan. To the extent not approved by the Court previously, entry of this Combined Order shall be deemed approval of the Restructuring Transactions (including the transactions and related agreements contemplated thereby, including by the Transaction Support Agreement, documents in connection with the Exit Facilities Documents, and the New Organizational Documents, as the same may be modified in accordance with the Transaction Support Agreement from time to time prior to the Effective Date), and all actions to be taken, undertakings to be made, and obligations to be incurred and fees and expenses to be paid by the Debtors or the Reorganized Debtors, as applicable, in connection therewith (including all actions in connection with the Exit Facilities Documents and the New Organizational Documents) are hereby effective and authorized to be taken.

56. ~~54.~~ Unless specifically directed by this Combined Order or the Plan, no further action of the Debtors or the Reorganized Debtors shall be necessary to perform any act to comply with, implement, and effectuate the Plan and the Restructuring Transactions. The approvals and authorizations specifically set forth in this Combined Order are nonexclusive and are not intended to limit the authority of the Debtors or the Reorganized Debtors to take any and all actions necessary or appropriate to implement, effectuate, and consummate any and all documents or transactions contemplated by the Plan or this Combined Order, including authorizing the issuance of all consideration to be issued under the Plan, entry into all agreements necessary to effectuate the Plan and the other Restructuring Transactions.

57. ~~55.~~ Applicable Non-Bankruptcy Law. The provisions of this Combined Order, the Plan, and all related documents (including, without limitation, the Exit Facilities

Documents), and any amendments or modifications thereto, shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law, rule, or regulation of any state, federal, or other governmental authority.

58. ~~56.~~ Governmental Approvals Not Required. This Combined Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state, federal, or other governmental authority with respect to the implementation or consummation of the Plan, any certifications, documents, instruments, or agreements (including, without limitation, any mortgages or other collateral documents related to the Exit Facilities Documents), and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Plan.

59. ~~57.~~ Combined Order Supersedes. It is hereby ordered that this Combined Order shall supersede any Court orders issued prior to the Confirmation Date that may be inconsistent with this Combined Order; provided that nothing in this Combined Order shall impair the Debtors' obligations under the DIP Orders.

60. ~~58.~~ Notice of Entry of Combined Order and Effective Date. The Debtors shall cause to be served a notice of the entry of this Combined Order and occurrence of the Effective Date, substantially in form attached hereto as **Exhibit B** (the "Confirmation Notice"), on all parties served with the Combined Notice as soon as reasonably practicable after the Effective Date; provided that, no notice of any kind shall be required to be mailed or made upon any Entity to whom the Debtors mailed the Combined Notice, but received such notice returned marked "undeliverable as addressed," "moved, left no forwarding address," or "forwarding order expired," or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity's new address. The Debtors shall cause the Confirmation

Notice to be posted on the website of these Chapter 11 Cases: <https://www.veritaglobal.net/thecontainerstore>. Such service in the time and manner set forth herein will provide good, adequate, and sufficient notice under the circumstances, and shall be deemed to comply with Bankruptcy Rules 2002(a)(7), 2002(f)(3) and (f)(7), 2002(1), 3002(c)(4), and 3020(c)(2).

61. ~~59.~~ Substantial Consummation. On the Effective Date, the Plan shall be deemed to be substantially consummated under Section 1101(2) of the Bankruptcy Code.

62. ~~60.~~ Failure To Consummate Plan. The Plan shall not become effective unless and until the conditions set forth in Article VIII.A of the Plan have been satisfied or waived pursuant to Article VIII.B of the Plan. If the Effective Date does not occur, then: the Plan will be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall (a) constitute a waiver or release of any Claims against or Equity Interests in the Debtors, (b) prejudice in any manner the rights of the Debtors, any Holders, or any other Entity, or (iii) constitute an admission, acknowledgement, offer, or undertaking by the Debtors, any Holders, or any other Entity in any respect.

63. ~~61.~~ Modification of Plan. After the entry of the Combined Order, without need for further order or authorization of the Court, the Debtors or the Reorganized Debtors, as applicable, subject to the limitations and rights contained in the Plan and the Transaction Support Agreement, and with the consent of the Required Consenting Lenders, may (a) amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code or (b) remedy any defect or omission, or reconcile any inconsistencies in the Plan or this Combined Order, in such manner as may be necessary to carry out the purposes and intent of the Plan. A Holder of a Claim or Interest that has accepted the Plan shall be deemed to have accepted the Plan as altered,

amended or modified, if the proposed alteration, amendment, or modification does not materially and adversely change the treatment of such Claim or Interest of such Holder.

64. ~~62.~~ References to Plan Provisions. The failure to include or reference any particular provision of the Plan or Plan Supplement in this Combined Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Plan be confirmed in its entirety and such provisions shall have the same binding effect, enforceability, and legality as every other provision of the Plan. Each term and provision of the Plan, as it may have been altered or interpreted by the Court, is valid and enforceable pursuant to its terms.

65. ~~63.~~ Waiver of Filings. Any requirement under section 521 of the Bankruptcy Code or Bankruptcy Rule 1007 obligating the Debtors to file any list, schedule, or statement with the Court or the U.S. Trustee (except for monthly operating reports or any other post-confirmation reporting obligation to the U.S. Trustee) is hereby waived.

66. ~~64.~~ Waiver of Section 341 Meeting. Any requirement under section 341(e) for the U.S. Trustee to convene a meeting of creditors or equity holders is waived as of the Confirmation Date.

67. ~~65.~~ Governmental Agencies. Nothing in the Plan or this Combined Order is intended to affect the police or regulatory activities of governmental agencies.

68. ~~66.~~ Texas Comptroller of Public Accounts. Notwithstanding anything in the Plan or this Combined Order to the contrary: (a) the Texas Comptroller of Public Accounts' (the "**Texas Comptroller**") setoff rights are preserved under § 553 of the Bankruptcy Code; (b) any and all prepetition and post-petition tax liabilities owed by the Debtors to the Texas Comptroller, including those resulting from audits, shall be determined and resolved in accordance with the laws of the state of Texas and paid in accordance with § 1129(a)(9)(C) of the Bankruptcy Code,

or applicable non-bankruptcy law, as applicable; (c) all matters involving the Debtors' prepetition and post-petition tax liabilities to the Comptroller shall be resolved in accordance with the processes and procedures provided by Texas law; (d) the Texas Comptroller shall not be required to file any proof of claim or other request for payment in order to receive payment of or preserve its rights regarding its prepetition and post-petition tax liabilities; (e) the Chapter 11 Cases shall have no effect on the Texas Comptroller's rights as to non-debtor third parties; and (f) the Texas Comptroller's statutory rights to post-petition and post-Effective Date interest are preserved. The Debtors', Reorganized Debtors' and Texas Comptroller's rights and defenses under Texas state law and the Bankruptcy Code with respect to the foregoing are fully preserved. Nothing contained in the Plan or this Combined Order will be deemed to be a waiver or relinquishment of, or otherwise affect, any rights, claims, causes of action, rights of setoff or recoupment, rights to appeal tax assessments, or other legal or equitable defenses that any Debtor, Reorganized Debtor, or non-Debtor third party has under non-bankruptcy law in connection with any claim, liability or cause of action of the Texas Comptroller.

69. ~~67.~~ Certain Governmental Matters. Nothing in the Plan or this Combined Order, including the release provisions of Article IX.C and the injunction provisions of Article IX.E, shall release, enjoin, preclude, prohibit, impair, or delay the United States Government or any of its agencies, the State of Texas or any Governmental Unit of the State of Texas from (a) the exercise of police and regulatory powers against the Debtors, the Reorganized Debtors, or any non-Debtor Entity, or (b) commencing or continuing litigation on any Claim, Causes of Action, proceeding or investigation against the Debtor or the Reorganized Debtor or any non-Debtor Entity in any court of competent jurisdiction after the Effective Date, with any Claim arising prior to the Effective Date being entitled to treatment under Class 4 of the Plan; provided, that

nothing in the Plan or this Combined Order shall alter any rights or defenses of the Debtors, the Reorganized Debtors or any non-Debtor Entity with respect to any of the foregoing and such rights and defenses are fully reserved. Further, the United States Government, the State of Texas and any Governmental Unit of the State of Texas are deemed to have opted out of the Third-Party Release set forth in Article IX of the Plan and shall not be “Released Parties” under the Plan.

70. Any Allowed Secured Tax Claims of the Texas Taxing Authorities⁶ for the 2024 tax year (the “Texas Tax Claims”) shall be paid in full when due, prior to delinquency. Texas Tax Claims not paid prior to delinquency shall include all accrued interest properly charged under applicable non-bankruptcy law through the date of payment. The Texas Taxing Authorities shall retain their liens, if any, on the Debtors’ or Reorganized Debtors’ property or any proceeds from the sale of such property, until the Texas Tax Claims are paid in full. The Debtors shall pay all post-petition ad valorem tax liabilities, including tax year 2025 and subsequent tax years, if any, owing to the Texas Taxing Authorities in the ordinary course of business as such tax debt comes due and prior to said ad valorem taxes becoming delinquent without the need of the Texas Taxing Authorities to file an administrative expense claim and/or request for payment. The Texas Taxing Authorities shall retain their post-petition liens against the Debtors’ property, if any, until any such post-petition taxes are paid in full, including any accrued penalties and interest. The Texas

⁶ Clear Creek Independent School District, Harris County Water Control Improvement District #116, Woodlands Metro Center Municipal Utility District, Woodlands Road Utility District #1, Frisco Independent School District, Bexar County, Cypress-Fairbanks Independent School District, Dallas County, City of Fairview, Harris County Emergency Service District #11, Harris County Emergency Service District #29, Harris County Improvement District #01, City of Houston, Houston Community College System, Houston Independent School District, Lone Star College System, Montgomery County and Tarrant County.

Taxing Authorities' lien priority shall not be primed nor subordinated by any exit financing approved by the Court in conjunction with the Confirmation of the Plan or otherwise.

71. ~~68.~~ Notwithstanding anything to the contrary in the Plan or the Combined Order, to the extent the priority tax claims of the Missouri Department of Revenue (“**MDOR**”) ~~due prior to or on the Effective Date~~ have not been paid in full prior to the Effective Date, such claims will be paid either (a) in full ~~in accordance with the applicable laws and regulations~~ on the Effective Date or (b) in equal monthly installments commencing on the Effective Date and continuing over a period ending not later than sixty (60) months after the Petition Date. Each equal monthly payment shall ~~also~~ in addition include interest at the statutory interest rate of 9% per annum from the Effective Date. ~~Nothing contained in the Plan or this Combined Order will be deemed to be a waiver or relinquishment of, or otherwise affect, any rights, claims, causes of action, rights of setoff or recoupment, rights to appeal tax assessments, or other legal or equitable defenses that any Debtor, Reorganized Debtor, or non-Debtor third party has under non-bankruptcy law in connection with any claim, liability or cause of action of the MDOR.~~

72. ~~69.~~ Treatment of Surety Bond Agreements. Prior to the Petition Date, in the ordinary course of business, Arch Insurance Company, and Travelers Casualty and Surety Company (each, a “**Surety**” and collectively, “**Sureties**”) issued surety bonds on behalf of certain of the Debtors (collectively, the “**Surety Bonds**” and each, individually, a “**Surety Bond**”). Prior to the Petition Date, in the ordinary course of their business, certain of the Debtors (collectively, the “**Indemnitors**”) executed certain indemnity agreements and/or related

agreements, including, without limitation, agreements regarding collateral, with each Surety (collectively, the “**Surety Bond Agreements**” and, each, a “**Surety Bond Agreement**”).

73. ~~**70.**~~ Notwithstanding any other provisions of the Plan and the **ConfirmationCombined** Order, on the Effective Date, any rights, claims and obligations, including, without limitation, trust and/or subrogation rights, arising under (i) the Surety Bonds; (ii) the contracts and/or obligations that are subjects of the Surety Bonds (the “**Bonded Obligations**”); (iii) the Surety Bond Agreements, and (iv) any collateral of a Surety under a Surety Bond Agreement (the “**Surety Collateral**”) shall be deemed assumed, reaffirmed and ratified by the applicable Reorganized Debtors, shall survive and continue in full force and effect, and the rights, claims and obligations thereunder, including, without limitation, trust and/or subrogation rights and rights in any Surety Collateral, shall not be altered, modified, discharged, enjoined, impaired or released under the Plan and/or by entry of the **ConfirmationCombined** Order. For the avoidance of doubt, nothing in the Plan or **ConfirmationCombined** Order, including, without limitation, any exculpation, release, injunction, exclusions and discharge provisions contained in Article IX of the Plan, shall bar, alter, limit, impair, release, modify or enjoin any rights, claims, and obligations, including, without limitation, trust and/or subrogation rights in respect of the Surety Bonds and/or the Surety Bond Agreements, or applicable law. Further, the provisions of Article VI.K shall not apply to any Claim to which a Surety may be subrogated pursuant to the Surety Bonds. Without the requirement of any action by the Surety, the Surety is deemed to have opted out of the third-party release provisions of the Plan, and each Surety is not a Releasing Party under the Plan. Solely to the extent any of the Surety Bond Agreements are deemed to be one or more executory contracts, any such agreements are deemed assumed by the applicable Reorganized

Debtor pursuant to section 365 of the Bankruptcy Code effective as of the Effective Date with the consent of the Surety. If on and after the Effective Date any one of the Surety Bond Agreements cease to be in effect solely as a result of a determination by a court of competent jurisdiction that such agreements are non-assumable under applicable bankruptcy law, any such Surety Bond Agreements shall be deemed reinstated or ratified on the terms of such Surety Bond Agreement that existed immediately prior to the Effective Date and the Reorganized Debtors will execute such documents as may be necessary to effect the reinstatement of such Surety Bond Agreement on such terms that existed immediately prior to the Effective Date. The entry of this ~~Confirmation~~Combined Order shall not impair the Surety's rights against any non-Debtor, or any non-Debtor's rights against the Surety, including under any Surety Bond Agreement. The rights and claims of the Sureties are unimpaired in accordance with section 1124(1) of the Bankruptcy Code. Notwithstanding any other provision of the Plan or the ~~Confirmation~~Combined Order, any Surety Collateral shall remain in place to secure any obligations under any Surety Bond Agreements in accordance with the terms of such agreements.

74. ~~71.~~ The Chubb Insurance Program. Notwithstanding anything to the contrary in the Definitive Documents, any other document related to any of the foregoing, or any other order of the Bankruptcy Court (including, without limitation, any other provision that purports to be preemptory or supervening, grants an injunction, discharge or release, confers Bankruptcy Court jurisdiction, or requires a party to opt out of any releases):

- (a) on the Effective Date, all of the insurance policies which have been issued by ACE American Insurance Company, Federal Insurance Company and any of their respective U.S.-based affiliates and predecessors (collectively, and solely in their

or recoupment): provided, however, the Debtors, the Reorganized Debtors and Chubb Companies reserve all of their respective rights and defenses, if any, under applicable non-bankruptcy law and the Chubb Insurance Program to the extent Chubb Companies takes any action permitted by this sub-paragraph (e)(iv); and

(f) for the avoidance of doubt, nothing in Section E of Article IX of the Plan applies or shall be deemed to apply to any claims covered by the Chubb Insurance Program.

75. ~~72.~~ Conflicts Between Combined Order and Plan. The provisions of the Plan and of this Combined Order shall be construed in a manner consistent with each other so as to effect the purposes of each; provided, however, that if there is determined to be any inconsistency between any Plan provision and any provision of this Combined Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of this Combined Order shall govern and any such provision of this Combined Order shall be deemed a modification of the Plan and shall control and take precedence.

76. ~~73.~~ Nonseverability of Plan Provisions Upon Confirmation. Each provision of the Plan is: (a) valid and enforceable in accordance with its terms; (b) integral to the Plan and may not be deleted or modified without the Debtors' and the Required Consenting Term Lenders' consent; and (c) nonseverable and mutually dependent.

77. ~~74.~~ Final Order. This Combined Order is a final order and the period in which an appeal must be filed shall commence upon the entry hereof. Notwithstanding Bankruptcy Rules 7062 or 3020(e), this Combined Order shall be effective and enforceable immediately upon its entry.

78. ~~75.~~ Integration of Plan and Combined Order Provisions. The provisions of the Plan and this Combined Order, including the findings of fact and conclusions of law set forth herein, are integrated with each other and are mutually nonseverable and mutually dependent.

79. ~~76.~~ Effectiveness of Order. This Combined Order is and shall be deemed to be a separate order with respect to each Debtor for all purposes.

80. ~~77.~~ Retention of Jurisdiction. To the fullest extent permitted by applicable law, and notwithstanding the entry of this Combined Order and the occurrence of the Effective Date, on and after the Effective Date, the Court shall retain exclusive jurisdiction over all matters arising in, arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to Sections 105(a) and 1142 of the Bankruptcy Code: including, without limitation, to resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the priority or perfection of the Liens and security interests granted pursuant to the Exit Facilities Documents.

81. ~~78.~~ Reversal. If any or all of the provisions of this Combined Order are hereafter reversed, modified, or vacated by subsequent order of this Court or any other court, such reversal, modification, or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under or in connection with the Plan prior to the Debtors' receipt of written notice of any such order. Notwithstanding any such reversal, modification or vacatur of this Combined Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Combined Order prior to the effective date of such reversal, modification, or vacatur shall be governed in all respects by the provisions of this Combined Order and the Plan and any amendments or modifications thereto.

Dated: [●], 2025

EXHIBIT A

Plan

EXHIBIT B

Notice of Confirmation

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

-----	x	
-	:	
	:	Chapter 11
In re:	:	
	:	Case No. 24-90627 (ARP)
THE CONTAINER STORE GROUP, INC., <i>et</i>	:	
<i>al.</i> ,	:	(Jointly Administered)
	:	
Reorganized Debtors. ¹	x	

**NOTICE OF (I) ENTRY OF COMBINED ORDER, (II) OCCURRENCE OF
EFFECTIVE DATE, AND (III) REJECTION DAMAGES CLAIMS BAR DATE**

**PLEASE READ THIS NOTICE CAREFULLY AS IT CONTAINS BAR DATE AND
OTHER INFORMATION THAT MAY AFFECT YOUR RIGHTS TO RECEIVE
DISTRIBUTIONS UNDER THE PLAN:**

On [●], 2025, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered the *Order (I) Approving Debtors’ Disclosure Statement and (II) Confirming First Amended Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (the “**Combined Order**”).²

Each of the conditions precedent to the occurrence of the Effective Date, as set forth in Article VIII, has been satisfied or waived in accordance therewith, and the Plan became effective and was substantially consummated on [●], 2025. (the “**Effective Date**”).

¹ The Reorganized Debtors in these cases, together with the last four digits of each Reorganized Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Reorganized Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Combined Order or the *First Amended Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. [●] **165**] (as may be amended, supplemented, or otherwise modified from time to time, the “**Plan**”), as applicable. The rules of interpretation set forth in Article I.B of the Plan shall apply hereto. For the avoidance of doubt, unless otherwise specified, all references herein to “Articles” refer to articles of the Plan.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

----- X
 :
 In re: : Chapter 11
 :
 THE CONTAINER STORE GROUP, INC., *et al.*, : Case No. 24-90627 (ARP)
 :
 Debtors.¹ : (Jointly Administered)
 :
 ----- X

**NOTICE OF FILING OF FIRST AMENDED
PLAN SUPPLEMENT TO THE PREPACKAGED JOINT PLAN
OF REORGANIZATION OF THE CONTAINER STORE GROUP, INC. AND
ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

On January 14, 2025, in connection with the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 19] (as may be amended, supplemented, or modified from time to time, including Docket No. 165, the “**Plan**”),² the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) filed the *Notice of Filing of Plan Supplement to the Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 132] (including any exhibits and schedules thereto and as may be further amended, modified, or supplemented from time to time, the “**Plan Supplement**”).

The Debtors hereby file the following amended documents as part of the Plan Supplement, which replace and supersede all prior-filed versions of such documents (which remain subject to ongoing negotiations among the Debtors and interested parties in accordance with the Plan and Transaction Support Agreement):

Exhibit	Plan Supplement Document
C	Exit Term Loan Facility Credit Agreement
D	Exit ABL Facility Credit Agreement
F	Schedule of Retained Causes of Action

¹ The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

² Capitalized terms used but not otherwise defined herein shall have their meanings given to them in the Plan.

Exhibit	Plan Supplement Document
G	Directors and Officers of the Reorganized Debtors

Attached hereto as **Attachment 1**, **Attachment 2**, **Attachment 3**, and **Attachment 4** are redlines to reflect any amendments or modifications made to the documents contained in this Plan Supplement since the prior-filed version.

The Plan Supplement shall be deemed incorporated into and part of the Plan as if set forth therein in full. The documents and designations contained in this Plan Supplement are integral to, and considered part of, the Plan. The Plan Supplement has not yet been approved by the Court. If the Plan is confirmed, the Plan Supplement will also be approved by the Court pursuant to the order confirming the Plan.

Subject to the terms and conditions of the Plan and the Transaction Support Agreement, the Debtors reserve the right to alter, modify, or supplement any document that is part of, or add any document to, the Plan Supplement. To the extent that the Debtors make any material amendment or modification to any documents that are part of the Plan Supplement (each, a “*Revised Plan Supplement Document*”) prior to the Combined Hearing, the Debtors shall file with the Court a blackline comparing the Revised Plan Supplement Document against the relevant Plan Supplement document attached hereto for the convenience of the Court and all parties in interest. None of the information contained herein or in any Revised Plan Supplement Document shall be deemed final or binding on the Debtors prior to the Effective Date of the Plan.

The Plan Supplement, the Plan, the Disclosure Statement, and related materials can be obtained free of charge at the Debtors’ public restructuring website maintained by Kurtzman Carson Consultants, LLC d/b/a Verita Global (the “*Solicitation Agent*”) at www.veritaglobal.net/thecontainerstore or by contacting the Solicitation Agent at (888) 251-3046 (U.S. / Canada, toll-free), (310) 751-2615 (International, toll), or www.veritaglobal.net/thecontainerstore/inquiry. In addition, such documents are available for inspection for a fee on the Court’s electronic case filing system at www.txs.uscourts.gov using a PACER password (to obtain a PACER password, go to the PACER website at <http://pacer.psc.uscourts.gov>).

A hearing to consider the adequacy of the Disclosure Statement and confirmation of the Plan (the “*Combined Hearing*”) will be held on **January 24, 2025 at 1:00 p.m. (prevailing Central Time)** before the Honorable Alfredo R. Pérez, United States Bankruptcy Judge, in Courtroom No. 400 of the United States Bankruptcy Court for the Southern District of Texas, 515 Rusk, Houston, Texas 77002. In the event of a timely filed objection that is not settled by the parties, the Court shall hear such objection at the Confirmation Hearing. The Confirmation Hearing may be continued from time to time by the Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court and served on other parties entitled to notice.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN, OR IF YOU WOULD LIKE TO

OBTAIN ADDITIONAL INFORMATION, PLEASE CONTACT THE SOLICITATION AGENT AT THE NUMBER OR EMAIL ADDRESS SPECIFIED ABOVE. PLEASE NOTE THAT THE SOLICITATION AGENT CANNOT PROVIDE LEGAL ADVICE.

Dated: January 23, 2025
Houston, Texas

Respectfully submitted,

/s/ Timothy A. ("Tad") Davidson II

HUNTON ANDREWS KURTH LLP

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*Proposed Co-Counsel for the Debtors and
Debtors in Possession*

Certificate of Service

I certify that on January 23, 2025, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on those parties registered to receive electronic notices.

/s/ Timothy A. ("Tad") Davidson II

Timothy A. ("Tad") Davidson II

EXHIBIT C

Exit Term Loan Facility Credit Agreement

THIS DRAFT REMAINS SUBJECT TO CONTINUING NEGOTIATIONS WITH ALL PARTIES AND THE FINAL VERSION MAY CONTAIN MATERIAL DIFFERENCES. FOR THE AVOIDANCE OF DOUBT, NO PARTY HAS CONSENTED TO THIS VERSION AS THE FINAL FORM, AND ALL PARTIES RESERVE THEIR RESPECTIVE RIGHTS WITH RESPECT TO THIS DOCUMENT AND ANY RELATED DOCUMENTS, INCLUDING SUCH PARTIES' CONSENT RIGHTS UNDER TRANSACTION SUPPORT AGREEMENT.

TERM LOAN CREDIT AGREEMENT

§[•]

Dated as of [•], 2025,

among

THE CONTAINER STORE, INC.,
as Borrower,

THE GUARANTORS PARTY HERETO

ACQUIOM AGENCY SERVICES LLC AND SEAPORT LOAN PRODUCTS LLC,
as co-Administrative Agents

ACQUIOM AGENCY SERVICES LLC,
as Collateral Agent,

and

THE LENDERS PARTY HERETO

THIS DRAFT REMAINS SUBJECT TO CONTINUING NEGOTIATIONS WITH ALL PARTIES AND THE FINAL VERSION MAY CONTAIN MATERIAL DIFFERENCES. FOR THE AVOIDANCE OF DOUBT, NO PARTY HAS CONSENTED TO THIS VERSION AS THE FINAL FORM, AND ALL PARTIES RESERVE THEIR RESPECTIVE RIGHTS WITH RESPECT TO THIS DOCUMENT AND ANY RELATED DOCUMENTS, INCLUDING SUCH PARTIES' CONSENT RIGHTS UNDER TRANSACTION SUPPORT AGREEMENT.

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TERM LOAN CREDIT AGREEMENT

This TERM LOAN CREDIT AGREEMENT is entered into as of [-], 2025 (this “Agreement”), among THE CONTAINER STORE, INC., a Texas corporation (the “Borrower”), the Guarantors from time to time party hereto, each lender from time to time party hereto (collectively, the “Lenders” and individually, a “Lender”) and Acquiom Agency Services LLC (“Acquiom”), as co-administrative agent and Seaport Loan Products LLC (“Seaport”), as co-administrative agent (in such capacities, together with their respective successors and assigns in such capacities, shall hereinafter be jointly referred to for common activities or rights as the “Administrative Agent”) and Acquiom as Collateral Agent.

WHEREAS, on December 22, 2024 (the “Petition Date”), the Borrower, The Container Store Group, Inc., a Delaware corporation (“Holdings”) and certain direct and indirect Subsidiaries of the Borrower (each, a “Chapter 11 Debtor” and collectively, the “Chapter 11 Debtors”) filed voluntary petitions with the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Bankruptcy Court”) initiating cases under Title 11 of the United States Code (the “Bankruptcy Code”), and jointly administered under The Container Store Group, Inc. Case No. 24-90627 (collectively the “Chapter 11 Cases”);

WHEREAS, the Borrower, the Guarantors, the lenders party thereto (the “Existing DIP Lenders”) and Acquiom Agency Services LLC and Seaport Loan Products LLC as co-administrative agents (the “Existing DIP Administrative Agents”) are party to that certain Senior Secured Super-Priority Debtor-In-Possession Term Loan Credit Agreement, dated as of December 24, 2024 (the “Existing DIP Credit Agreement”), pursuant to which the Existing DIP Lenders issued senior secured super priority term loans consisting of (a) \$40,000,000 of “new money” first-out term loans (the “First-Out DIP Term Loans”) and (b) a second-out roll up term loan facility (the “Second-Out DIP Term Loans”).

WHEREAS, the Borrower has asked the Lenders to provide the Borrower with a term loan credit facility (the “Facility”) consisting of (a) \$[•] of first-out term loans (the “First-Out Term Loans”) and (b) \$[•] of second-out term loans (the “Second-Out Term Loans”);

WHEREAS, the Lenders are willing to make the foregoing term loans to the Borrower, subject to the terms and conditions set forth in this Agreement, the Plan of Reorganization (as defined below), and the Transaction Support Agreement (as defined below);

WHEREAS, pursuant to the Plan of Reorganization, each Existing DIP Lender will exchange (i) its First-Out DIP Term Loans for First-Out Term Loans and other consideration set forth in the Transaction Support Agreement, and (ii) its Second-Out DIP Term Loans for Second-Out Term Loans and other consideration set forth in the Transaction Support Agreement, in both cases on a pro-rata and dollar-for-dollar basis.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for due and valuable consideration, the parties hereto covenant and agree as follows:

ARTICLE I DEFINITIONS AND ACCOUNTING TERMS

1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

“ABL Agent” shall mean Eclipse Business Capital LLC, as administrative agent and collateral agent under the ABL Facility, together with its permitted successors and assigns.

“ABL Credit Agreement” shall mean that certain Asset Based Revolving Credit Agreement, dated as of the date hereof, by and among the Borrower, Holdings, certain subsidiaries of the Borrower from time to time party thereto, the lenders from time to time party thereto and the ABL Agent, as amended, amended and restated, supplemented, otherwise modified, restated, refinanced, renewed, re-funded, restructured or replaced in whole or in part from time to time.

“ABL DIP Facility” shall mean that certain Senior Secured Superpriority Debtor-In-Possession Asset-Based Revolving Credit Agreement dated as of December 24, 2024, among the Borrower, Holdings, certain subsidiaries of the Borrower from time to time party thereto, the lenders from time to time party thereto and Eclipse Business Capital LLC as administrative agent and collateral agent, as amended, amended and restated, supplemented or otherwise modified from time to time.

“ABL Loan Documents” shall mean the “Loan Documents” as defined in the ABL Credit Agreement.

“ABL Facility” shall mean the asset based revolving credit facility of the Borrower governed by the ABL Credit Agreement.

“ABL Loans” shall mean the “Loans” under, and as defined in. the ABL Credit Agreement.

“ABL Priority Collateral” has the meaning specified in the Intercreditor Agreement.

“Additional Credit Extension Amendment” means an amendment to this Agreement (which may, at the option of the Administrative Agent, be in the form of an amendment and restatement of this Agreement) providing for any Incremental Term Loans which shall be consistent with the applicable provisions of this Agreement relating to Incremental Term Loans and otherwise reasonably satisfactory to the Administrative Agent and the Borrower.

“Administrative Agent” shall have the meanings assigned to such term in the preamble hereto.

“Administrative Agent Fee Letter” means the letter agreement dated the date hereof, by and among the Borrower and the Agents.

“Administrative Agent’s Office” means the Administrative Agent’s address and, as appropriate, account as set forth on Schedule 11.02, or such other address or account as the Administrative Agent may from time to time notify the Borrower and the Lenders.

“Administrative Questionnaire” means an Administrative Questionnaire in a form supplied by the Administrative Agent.

“Affected Financial Institution” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Affiliate” means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“Agent Parties” has the meaning specified in Section 11.02(c).

“Agents” means, collectively, the Administrative Agent and the Collateral Agent.

“Aggregate Commitments” means the sum of the Commitments of all the Lenders. As of the Closing Date, the Aggregate Commitments are \$111,805,340.37 million.

“Agreement” has the meaning specified in the introductory paragraph hereto, as amended, restated, modified or supplemented from time to time in accordance with the terms hereof.

“Ancillary Document” has the meaning provided in Section 11.10(b).

“Ancillary Fees” has the meaning set forth in Section 11.01(h).

“Applicable Margin” means (a)(i) with respect to any First-Out Term Loans maintained as Base Rate Loans, 5.50% per annum, and (ii) with respect to any First-Out Term Loans maintained as Term Benchmark Loans, 6.50% per annum, and (b)(i) with respect to any Second-Out Term Loans maintained as Base Rate Loans, 4.00% per annum, and (ii) with respect to any Second-Out Term Loans maintained as Term Benchmark Loans, 5.00% per annum.

“Applicable Premium” means the Applicable Premium (First-Out Term Loan) or Applicable Premium (Second-Out Term Loan), as applicable.

“Applicable Premium (First-Out Term Loan)” means, with respect to any Applicable Premium Event occurring with respect to the First-Out Term Loans, (A) prior to the date that is eighteen months following the Closing Date, the Make-Whole Amount with respect to the First-Out Term Loans subject to such Applicable Premium Event, (B) on and after the date that is eighteen months following the Closing Date and prior to the date that is thirty months after the Closing Date, an amount equal to 2.00% of the aggregate principal amount of the First-Out Term Loans subject to such Applicable Premium Event on such date, (C) on and after the date that is thirty months after the Closing Date and prior to the date that is forty-two months after the Closing Date, an amount equal to 3.00% of the aggregate principal amount of the First-Out Term Loans subject to such Applicable Premium Event on such date, and (D) on and after the date that is forty-two months after the Closing Date, an amount equal to 0.00% of the aggregate principal amount of the First-Out Term Loans subject to such Applicable Premium Event on such date.

“Applicable Premium (Second-Out Term Loan)” means, with respect to any Applicable Premium Event occurring with respect to the Second-Out Term Loans, (A) prior to the date that is eighteen months after the Closing Date, the Make-Whole Amount with respect to the Second-Out Term Loans subject to such Applicable Premium Event, (B) on and after the date that is eighteen months after the Closing Date and prior to the date that is thirty months after the Closing Date, an amount equal to 1.00% of the aggregate principal amount of the Second-Out Term Loans subject to such Applicable Premium Event on such date, and (C) on and after the date that is thirty months after the Closing Date, an amount equal to 0.00% of the aggregate principal amount of the Second-Out Term Loans subject to such Applicable Premium Event on such date.

“Applicable Premium Event” means (a) any prepayment, whether a voluntary prepayment or a mandatory prepayment, (other than any mandatory prepayment pursuant to Section 2.03(b)(i) or (iv)) of all, or any part, of the principal balance of the Loans, whether before or after (i) the occurrence of a Default or an Event of Default or (ii) the commencement of any proceeding under any Debtor Relief Law and notwithstanding any acceleration (for any reason) of the Loans; (b) the acceleration of all of the First-Out Term Loans or Second-Out Term Loans for any reason, including, but not limited to, accelera-

tion following or pursuant to an Event of Default, including as a result of the commencement of a proceeding under any Debtor Relief Law (including, without limitation, pursuant to Section 8.01(f)); (c) the satisfaction, release, payment, redemption, restructuring, reorganization, replacement, reinstatement, defeasance or compromise of any of the Loans in any proceeding under any Debtor Relief Law, foreclosure (whether by power of judicial proceeding or otherwise) or deed in lieu of foreclosure or the making of a distribution of any kind in any proceeding under any Debtor Relief Law to the Lenders (whether directly or indirectly, including through the Administrative Agent or any other distribution agent), in full or partial satisfaction of the Term Loans; and (d) the termination of this Agreement prior to the Maturity Date for any reason.

If an Applicable Premium Event occurs under clause (b), (c) or (d) above, the entire outstanding principal amount of Term Loans (including all First-Out Term Loans and Second-Out Term Loans) shall be deemed to be subject to the Applicable Premium Event on the date on which such Applicable Premium Event occurs.

“Approved Fund” means, with respect to any Lender, any Fund that is administered or managed by (a) such Lender, (b) an Affiliate of such Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“Assignee Group” means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 11.06(b)(iii)), and accepted by the Administrative Agent, in substantially the form of Exhibit F or any other form approved by the Administrative Agent.

“Attributable Indebtedness” means, on any date, (a) in respect of any Capital Lease Obligations of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease or similar payments under the relevant lease or other applicable agreement or instrument that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease or other agreement or instrument were accounted for as a Capital Lease Obligation and (c) all Synthetic Debt of such Person.

“Audited Financial Statements” means the audited Consolidated balance sheets and related statements of income, stockholders’ equity and cash flows for the Fiscal Years for Holdings ended March 30, 2024, April 1, 2023 and April 2, 2022 (including its [Consolidated Subsidiaries]) (in each case prepared in accordance with GAAP).

“Available Amount” means, at any time (the “Reference Date”), the sum of:

(a) an amount equal to (x) the cumulative amount of Excess Cash Flow (which amount shall not be less than zero in any Fiscal Year) for each Fiscal Year of the Borrower ending after the Closing Date minus (y) the portion of such Excess Cash Flow that has been (or is required to be) applied to the prepayment of Loans in accordance with Section 2.03(b)(i) (without regard to any optional prepayment of Loans); plus

(b) the amount of any capital contributions (other than from a Subsidiary) and the Net Cash Proceeds from Qualified Equity Issuances (other than any amount applied pursuant to Section

7.03(k)) received by the Borrower during the period from and including the Business Day immediately following the Closing Date through and including the Reference Date; plus

(c) to the extent the Borrower or a Subsidiary has made any Investment pursuant to Section 7.03(l), the net amount of any return on such Investment (whether through dividends, distributions, sale, cash repayments of principal, or other disposition of such Investment or the designation of an Subsidiary as a Subsidiary) actually received by the Borrower or a Subsidiary from such Investment; minus

(d) the aggregate amount of any Investments made pursuant to Sections 7.03(l), any Restricted Payment made pursuant to Section 7.06(e)(ii) or any payment made pursuant to Section 7.12(d) during the period commencing on the Closing Date and ending on the Reference Date (and, for purposes of this clause (d), without taking account of the intended usage of the Available Amount on such Reference Date in the contemplated transaction).

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to clause (e) of Section 3.03.

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

“Bail-In Legislation” means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“Bank Products” means any services or facilities provided to any Loan Party by any Agent, Lender, Former Lender or any Affiliate of an Agent, Lender or Former Lender (but excluding Cash Management Services) on account of (a) Swap Contracts, (b) purchase cards and (c) merchant services constituting a line of credit.

“Bankruptcy Code” has the meaning specified in the preamble hereto.

“Bankruptcy Court” has the meaning specified in the preamble hereto.

“Base Rate” means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus ½ of 1%, (c) the Term SOFR Rate for a one month Interest Period as published two (2) U.S. Government Securities Business Days prior to such day (or if such day is not a U.S. Government Securities Business Day, the immediately preceding U.S. Government Securities Business Day) plus 1%; provided that, for the purpose of this definition, the Term SOFR Rate for any day shall be based on the Term SOFR Reference Rate at approxi-

mately 5:00 a.m. New York time on such day (or any amended publication time for the Term SOFR Reference Rate, as specified by the CME Term SOFR Administrator in the Term SOFR Reference Rate methodology) and (d) 3.00%. If the Base Rate is being used as an alternate rate of interest pursuant to Section 3.03 (for the avoidance of doubt, only until a successor rate to the Term SOFR Reference Rate has been determined pursuant to Section 3.03(b)), then the Base Rate shall be the greater of clauses (a), (b) and (d) above and shall be determined without reference to clause (c) above. Any change in the Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Term SOFR Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Term SOFR Rate, respectively.

“Base Rate Loan” means a Loan that bears interest based on the Base Rate.

“Benchmark” means, initially, the Term SOFR Rate; provided that if a Benchmark Transition Event and the related Benchmark Replacement Date have occurred with respect to the Term SOFR Rate or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) of Section 3.03.

“Benchmark Replacement” means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Required Lenders the applicable Benchmark Replacement Date:

(1) [reserved]; or

(2) the sum of: (a) the alternate benchmark rate that has been selected by the Required Lenders and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for dollar-denominated syndicated credit facilities at such time in the United States and (b) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement for any applicable Available Tenor as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement for such Available Tenor will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Required Lenders and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for dollar-denominated syndicated credit facilities at such time.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement and/or any Term Benchmark Loan, any technical, administrative or operational changes (including changes to the definition of “Base Rate,” the definition of “Business Day,” the definition of “U.S. Government Securities Business Day,” the definition of “Interest Period,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“Benchmark Replacement Date” means, with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the first date on which all Available Tenors of such Benchmark (or such component thereof) have been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Event” means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the NYFRB, the CME Term SOFR Administrator, an insolvency official with jurisdiction

over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Unavailability Period” means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.03 and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.03.

“Benefit Plan” means any of (a) an “employee benefit plan” (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in and subject to Section 4975 of the Code to which Section 4975 of the Code applies, or (c) any Person whose assets include (for purposes of the Plan Asset Regulations or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such “employee benefit plan” or “plan”.

“BHC Act Affiliate” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“Borrower” has the meaning specified in the introductory paragraph hereto.

“Borrower Materials” has the meaning provided in Section 6.02.

“Borrowing” means a borrowing consisting of Loans of the same Type made, deemed converted or continued on the same date and, in the case of Term Benchmark Loans, having the same Interest Period.

“Business Day” means any day (other than a Saturday or a Sunday) on which banks are open for business in New York City; provided that, in addition to the foregoing, a Business Day shall be in relation to Loans referencing the Term SOFR Rate and any interest rate settings, fundings, disbursements, settlements or payments of any such Loans referencing the Term SOFR Rate or any other dealings of such Loans referencing the Term SOFR Rate, any such day that is only a U.S. Government Securities Business Day.

“Capital Expenditures” means, with respect to any Person for any period, any expenditure in respect of the purchase or other acquisition of any fixed or capital asset (excluding normal replacements and maintenance which are properly charged to current operations) which is, or should be in accordance with GAAP, reflected as a “capital expenditure” in a Consolidated statement of cash flows of such Person for the period in which such expenditure occurs, provided that “Capital Expenditures” shall not include (a) any such expenditures which are contractually required to be, and are, reimbursed to the Loan Parties in cash by landlords with respect to such period of calculation, (b) any such expenditure with the proceeds from any casualty insurance or condemnation or eminent domain, to the extent that the proceeds therefrom are utilized for Capital Expenditures within twelve months of the receipt of such proceeds, (c) any such expenditure with the proceeds or consideration received from any trade in of any Loan Party’s assets, or (d) any such expenditures which constitute a Permitted Acquisition.

“Capital Lease Obligations” means, with respect to any Person, the obligation of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under [GAAP] as in effect on the Closing Date, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP as in effect on April 6, 2012.

“Cash Equivalents” means any of the following types of Investments, to the extent owned by Holdings, the Borrower, or any of their respective Subsidiaries:

(a) readily marketable obligations issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof having maturities of not more than 360 days from the date of acquisition thereof; provided that the full faith and credit of the United States of America is pledged in support thereof;

(b) time deposits with, or insured certificates of deposit or bankers’ acceptances of, any commercial bank that (i) (A) is a Lender that offers such deposits, certificates of deposit or bankers’ acceptances in the ordinary course of such Lender’s business or (B) is organized under the laws of the United States of America, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States of America, any state thereof or the District of Columbia, and is a member of the Federal Reserve System, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (c) of this definition and (iii) has combined capital and surplus of at least \$1.0 billion, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(c) commercial paper issued by any Person organized under the laws of any state of the United States of America and rated at least “Prime-1” (or the then equivalent grade) by Moody’s or at least “A-1” (or the then equivalent grade) by S&P, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(d) Investments, classified in accordance with GAAP as current assets of Holdings, the Borrower, or any of their respective Subsidiaries, in money market investment programs registered under the Investment Company Act of 1940, which are administered by financial institutions that have the highest rating obtainable from either Moody’s or S&P, and the portfolios of which are limited solely to Investments of the character, quality and maturity described in clauses (a), (b) and (c) of this definition; and

(e) in the case of any Foreign Subsidiary, investments of comparable tenor and credit quality to those described in the foregoing clauses (a) through (d) customarily utilized in countries in which such Foreign Subsidiary operates for short term cash management purposes.

“Cash Pay Notice” has the meaning assigned to such term in Section 2.06 of this Agreement.

“Cash Pay Trigger” means the delivery of financial statements referred to in Section 6.01(a) and Section 6.01(b) reflecting demonstrating that Consolidated Unadjusted EBITDA is equal to or greater than \$45,000,000 for four consecutive Measurement Periods.

“Cash Management Services” means any one or more of the following types of services or facilities provided to any Loan Party by any Agent, Lender, Former Lender or any Affiliate of an Agent, Lender or Former Lender: (a) ACH transactions, (b) cash management services, including, without limitation, controlled disbursement services, treasury, depository, overdraft, and electronic funds transfer services, (c) foreign exchange facilities, (d) credit or debit cards, and (e) merchant services not constituting a Bank Product.

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980.

“CERCLIS” means the Comprehensive Environmental Response, Compensation and Liability Information System maintained by the U.S. Environmental Protection Agency.

“CFC” means a Person that is a controlled foreign corporation under Section 957 of the Code.

“Change in Law” means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority or (c) the making or issuance of any request, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

“Chapter 11 Cases” shall have the meaning specified in the preamble hereto.

“Chapter 11 Debtors” shall have the meaning specified in the preamble hereto.

“Change of Control” means an event or series of events by which:

(a) any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such Person or its subsidiaries, and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan that in each case is not acting in concert with another Person), other than the Permitted Holders, becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed to have “beneficial ownership” of all securities that

such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an “option right”), directly or indirectly, of more than 50% of the equity securities of Holdings entitled to vote for members of the board of directors or equivalent governing body of Holdings on a fully-diluted basis (and taking into account all such securities that such “person” or “group” has the right to acquire pursuant to any option right); or

(b) Holdings shall cease, directly or indirectly, to own and control legally and beneficially all of the Equity Interests in the Borrower; or

(c) a “change of control” or any comparable term under, and as defined in, the ABL Documents or any other instrument, document or agreement governing Material Indebtedness shall have occurred, in any case that gives the holders thereof the right to require Holdings or any of its Subsidiaries to repurchase, offer to repurchase or immediately repay such Indebtedness.

“Class” when used in reference to (a) any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are First-Out Term Loans or Second-Out Term Loans, (b) any Commitment, refers to whether such Commitment is a Commitment in respect of First-Out Term Loan Commitment or Second-Out Term Loan Commitment or (c) any Lender, refers to whether such Lender has a Loan or Commitment with respect to a particular Class of Loans or Commitments.

“Closing Date” means [•], 2025.

“CME Term SOFR Administrator” means CME Group Benchmark Administration Limited as administrator of the forward-looking term SOFR (or a successor administrator).

“Code” means the U.S. Internal Revenue Code of 1986, as amended.

“Collateral” means all of the “Collateral” and “Mortgaged Property” or “Trust Property,” as applicable, referred to in the Collateral Documents and all of the other property that is or is intended under the terms of the Collateral Documents to be subject to Liens in favor of the Collateral Agent for the benefit of the Secured Parties.

“Collateral Agent” means Acquiom, in its capacity as collateral agent under the Loan Documents, or any successor collateral agent as provided in Section 9.01(b).

“Collateral Documents” means, collectively, the Security Agreement, the Pledge Agreement, the Swedish Pledge Agreement, the Intellectual Property Security Agreement, the Mortgages, the Intercreditor Agreement, collateral assignments, security agreements, pledge agreements, control agreements or other similar agreements delivered to the Collateral Agent pursuant to Section 6.12, and each of the other agreements, instruments or documents that creates or purports to create a Lien in favor of the Collateral Agent for the benefit of the Secured Parties.

“Commitment” means the First-Out Term Loan Commitments, Second-Out Term Loan Commitment, and the Incremental Term Loan Commitments.

“Committed Loan Notice” means a notice of a Borrowing, which, if in writing, shall be substantially in the form of Exhibit A-1.

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“Compliance Certificate” means a certificate substantially in the form of Exhibit D with such modifications thereto as may be mutually agreed by the Administrative Agent and the Borrower to reflect the amendments to this Agreement.

“Confirmation Order” means [].

“Consolidated” means, when used to modify a financial term, test, statement, or report of a Person, the application or preparation of such term, test, statement or report (as applicable) based upon the consolidation, in accordance with GAAP, of the financial condition or operating results of such Person and its Subsidiaries.

[“Consolidated EBITDA” means, at any date of determination, an amount equal to Consolidated Net Income of Holdings and its Subsidiaries for the most recently completed Measurement Period plus (a) the following to the extent deducted (and not added back), excluded or otherwise not taken into account in calculating Consolidated Net Income for such Measurement Period:

- (i) Consolidated Interest Charges,
- (ii) the provision for Federal, state, local and foreign income taxes payable,
- (iii) depreciation and amortization expense,
- (iv) non-cash stock compensation paid to officers, directors, employees or consultants during such Measurement Period,
- (v) all non-cash losses from Dispositions during such Measurement Period, other than Dispositions of inventory in the ordinary course of business,
- (vi) Transaction Expenses,
- (vii) expenses incurred in connection with the prepayment, amendment, or refinancing of Indebtedness during such Measurement Period,
- (viii) non-cash expenses related to LIFO/LCM reserves and non-cash rent,
- (ix) any non-cash purchase accounting adjustments made in connection with any acquisition permitted by this Agreement,
- (x) pro forma “run rate” cost savings, operating expense reductions, operational improvements and synergies (net of the amount of actual amounts realized and excluding any revenue synergies) reasonably identifiable and factually supportable (in the good faith determination of Holdings) related to (A) the Transactions, (B) asset sales, acquisitions, Investments, Dispositions, operating improvements, restructurings, cost saving initiatives and certain other similar initiatives (including the renegotiation of contracts and other arrangements) and other transactions disclosed to the Administrative Agent prior to the Closing Date that were consummated prior to the Closing Date and (C) asset sales, acquisitions, Investments, dispositions, operating improvements, restructurings, cost saving initiatives and certain other similar initiatives (including the renegotiation of contracts and other arrangements) consummated after the Closing Date, in each case of (A), (B) and (C), projected by Holdings in good faith to result from actions that have been taken or with respect to which substantial steps have been taken or are expected to be taken (in the good faith determination of Holdings) and realized within 12 months (for the avoidance of

doubt including in connection with any of the foregoing, or actions taken, prior to the Closing Date); provided that a duly completed certificate of a Responsible Officer has been delivered to the Administrative Agent certifying the matters set forth in this clause (x); provided further that the amount that may be added back pursuant to this clause (a)(x), together with the aggregate amounts added back pursuant to clause clauses (a)(xv) below, shall not exceed an aggregate amount equal to 25% of Consolidated EBITDA for such Measurement Period (calculated prior giving effect to any such amounts);

(xi) expenses incurred during such Measurement Period in connection with closed stores, store closings, and store relocations in an amount not to exceed [\$7.5] million in the aggregate in such Measurement Period,

(xii) all transactional costs, expenses and charges payable to non-Affiliated third parties and made at the time of, and in connection with, any acquisition (whether or not consummated) in an amount not to exceed [\$7.5] million in the aggregate during such Measurement Period,

(xiii) (A) any expenses or charges related to any issuance of Equity Interests, Investment, acquisition, disposition, recapitalization or the incurrence or repayment of Indebtedness (including with respect to Indebtedness, a refinancing thereof, whether or not successful and whether incurred prior to or after the Closing Date), in each case permitted to be incurred or made hereunder and any amendment or modification to the terms of any such transactions, including such fees, expenses or charges related to the Transaction (including in connection with the wind-down of the Chapter 11 Cases) and (B) the amount of any charge that is reimbursable by third parties pursuant to indemnification provisions or similar agreements or insurance; provided, that in respect of any fees, costs and expenses added back pursuant to this clause (B), Holdings in good faith expects to receive reimbursement for such fees and/or charges within the next 12 Fiscal Months (it being understood that to the extent not actually received within such 12 Fiscal Month period, such reimbursement amounts shall be deducted in calculating Consolidated EBITDA for such Fiscal Months,

(xiv) non-cash losses (minus any non-cash gains) with respect to Swap Contracts during such Measurement Period,

(xv) extraordinary, unusual or non-recurring expenses, charges or losses during such period (as determined by the Borrower in good faith, it being understood that Item 10(e) of Regulation S-K under the Securities Act shall not constitute a limitation on any such determination), and

(xvi) pre-opening and grand opening expenses in an amount not to exceed \$15.0 million in such Measurement Period;

(xv) any charge attributable to the undertaking and/or implementation of business optimization activities, cost savings initiatives, cost rationalization programs, operating expense reductions and/or synergies and/or similar initiatives and/or programs (including, without limitation, in connection with any integration, restructuring or transition, any reconstruction, decommissioning, recommissioning or reconfiguration of fixed assets for alternative uses), including any business optimization charge, any restructuring charge (including any charge relating to any tax restructuring), any charge relating to the closure or consolidation of any facility (including but not limited to rent termination costs, moving costs and legal costs), any systems implementation charge, software development costs and any severance charge; provided that the amount that may be added back pursuant to this clause (a)(xv), together with the aggregate amounts added back pursuant to clause (a)(x) above, shall not exceed an aggregate amount equal to 25% of Consolidated Adjusted EBITDA for such Measurement Period (calculated prior giving effect to any such amounts);

(xvi) proceeds of business interruption insurance in an amount representing the earnings for the applicable period that such proceeds are intended to replace (whether or not then received so long as Holdings in good faith expects to receive such proceeds within the next 12 Fiscal Months (it being understood that to the extent such proceeds are not actually received within such 12 Fiscal Month period, such proceeds shall be deducted in calculating Consolidated EBITDA for such Fiscal Months));

(xvii) unrealized or realized net foreign currency translation or transaction losses impacting Consolidated Net Income (including, without limitation, currency remeasurements of Indebtedness and any net losses from Swap Contract for currency exchange risk associated with the above or any other currency-related risk); and minus

(b) (i) to the extent included in calculating Consolidated Net Income for such Measurement Period, all non-recurring, non-cash items increasing Consolidated Net Income (excluding any non-cash items that result in an accrual of a reserve for cash items in any future period) (in each case of or by Holdings and its Subsidiaries for such Measurement Period), (ii) non-cash gains from Dispositions other than Dispositions of inventory in the ordinary course of business, (iii) the amount added back to Consolidated EBITDA pursuant to clause (a)(xvi) above to the extent such business interruption proceeds were not received within the time period required by such clause and (iv) unrealized or realized net foreign currency translation or transaction gains impacting Consolidated Net Income (including, without limitation, currency remeasurements of Indebtedness and any net gains from Swap Contracts for currency exchange risk associated with the above or any other currency-related risk).]¹

“Consolidated First Lien Leverage Ratio” means, as of any date of determination, the ratio of (a) Total Debt as of such date that is secured by a Lien on any of the Collateral on an equal priority basis (but without regard to control of remedies) with the Liens securing the Obligations to (b) Consolidated EBITDA for the most recently completed Measurement Period.

“Consolidated Interest Charges” means, for any Measurement Period, Consolidated interest expense (net of interest income) of Holdings and its Subsidiaries determined in accordance with GAAP.

“Consolidated Leverage Ratio” means, as of any date of determination, the ratio of (a) Total Debt as of such date to (b) Consolidated EBITDA for the most recently completed Measurement Period.

“Consolidated Net Income” means, at any date of determination, the net income (or loss) of Holdings and its Subsidiaries on a Consolidated basis for the most recently completed Measurement Period; provided that Consolidated Net Income shall exclude (a) extraordinary non-cash gains and extraordinary non-cash losses for such Measurement Period, [(b) the net income of any Subsidiary during such Measurement Period to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary of such income is not permitted by operation of the terms of its Organization Documents or any agreement, instrument or Law applicable to such Subsidiary during such Measurement Period (provided that this clause (b) shall not, with respect to any Foreign Subsidiary, exclude income that can only be distributed following the adoption of the relevant annual accounts or Consolidated annual accounts for such Foreign Subsidiary’s Fiscal Year), except that Consolidated Net Income shall be reduced to the extent of any equity held by Holdings or any of its Subsidiaries in any net loss of any such

¹ NTD: Subject to continued review.

Subsidiary for such Measurement Period,² (c) the income (or loss) of any Person during such Measurement Period and accrued prior to the date it becomes a Subsidiary of Holdings or its Subsidiaries or is merged into or Consolidated with Holdings or a Subsidiary or that Person's assets are acquired by Holdings or any of its Subsidiaries, (d) any income (or loss) for such period of any Person if such Person is not a Subsidiary of Holdings, except that Consolidated Net Income shall be increased by the aggregate amount of cash actually distributed by such Person during such Measurement Period to Holdings or a Subsidiary as a dividend or other distribution (and in the case of a dividend or other distribution to a Subsidiary which is not a Loan Party, such Subsidiary is not precluded from further distributing such amount to the Borrower as described in clause (b) of this proviso), and (e) the cumulative effect of changes in accounting principles.

“Consolidated Secured Leverage Ratio” means, as of any date of determination, the ratio of (a) Total Debt as of such date that is secured by a Lien on any of the Collateral to (b) Consolidated EBITDA for the most recently completed Measurement Period.

“Consolidated Unadjusted EBITDA” means, at any date of determination, an amount equal to Consolidated Net Income of Holdings and its Subsidiaries for the most recently completed Measurement Period plus the following to the extent deducted (and not added back), excluded or otherwise not taken into account in calculating Consolidated Net Income for such Measurement Period: (i) Consolidated Interest Charges, (ii) the provision for Federal, state, local and foreign income taxes payable and (iii) depreciation and amortization expense.

“Contractual Obligation” means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

“Conversion/Continuation Notice” means a notice of (a) a conversion of Loans from one Type to the other, or (b) a continuation of Term Benchmark Loans, pursuant to Section 2.02(c), which, if in writing, shall be substantially in the form of Exhibit A-2.

“Corresponding Tenor” with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“Covered Entity” means any of the following:

(a) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(b) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

² NTD: Confirm re Elfa.

(c) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“Covered Party” has the meaning assigned to it in Section 11.22.

“Debtor Relief Laws” means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“Default” means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

“Default Rate” means for Loans and any other amounts due hereunder, an interest rate equal to (i) the Base Rate plus (ii) the Applicable Margin applicable to Base Rate Loans plus (iii) 2% per annum; provided, however, that with respect to a Term Benchmark Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Margin) otherwise applicable to such Loan plus 2% per annum.

“Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“Defaulting Lender” means any Lender that (a) has failed to fund any portion of the Loans required to be funded by it hereunder within two Business Days of the date required to be funded by it hereunder, unless such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender’s good faith determination that a condition precedent to funding (specifically identified in writing, including, if applicable, by reference to a specific Default) has not been satisfied, (b) has otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two Business Days of the date when due, unless the subject of a good faith dispute, or (c) has (i) become the subject of a bankruptcy or insolvency proceeding or (ii) become the subject of a Bail-In Action.

“Designated Noncash Consideration” means non-cash consideration received by the Borrower or one of its Subsidiaries in connection with an Disposition that is so designated as Designated Noncash Consideration pursuant to a certificate of a responsible officer of the Borrower, setting forth the basis of such valuation.

“Discharge of ABL Obligations” has the meaning specified in the Intercreditor Agreement.

“Disposition” or “Dispose” means the sale, transfer, license, lease, or other disposition (including any sale and leaseback transaction) of any property (including, without limitation, any Equity Interests or Disqualified Equity Interests of any other Person held by a specified Person) by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith, in each case, resulting in consideration to such Person (including assumption of liabilities) for any such transaction or series of related transactions in excess of \$1.0 million.

“Disqualified Equity Interests” means any Equity Interests of any Person that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the

option of the holder thereof), or upon the happening of any event, (a) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, in each case prior to the six month anniversary of the Maturity Date, (b) requires the payment of any cash dividend or any other scheduled payment constituting a return of capital, in each case prior to the six month anniversary of the Maturity Date, or (c) is convertible into or exchangeable for debt securities or for any Equity Interest referred to in clause (a) above, in each case at any time prior to the six month anniversary of the Maturity Date.

“Dollar”, “dollars” and “\$” mean lawful money of the United States.

“Domestic Subsidiary” means any Subsidiary that is organized or existing under the laws of the United States, any state thereof or the District of Columbia.

“Early Maturity Basket” means an aggregate principal amount equal to the greater of (x) \$37.5 million and (y) 75% of Consolidated EBITDA.

“EEA Financial Institution” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent;

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

“Eligible Assignee” means (a) a Secured Party or any of its Affiliates; (b) a bank, insurance company, or company engaged in the business of making commercial loans, which Person, together with its Affiliates, has a combined capital and surplus in excess of \$250.0 million; (c) an Approved Fund; (d) any Person to whom a Secured Party assigns its rights and obligations under this Agreement as part of an assignment and transfer of such Secured Party’s rights in and to a material portion of such Secured Party’s portfolio of term loan credit facilities and (e) any other Person (other than a natural person) approved by (i) the Administrative Agent and (ii) unless an Event of Default under Section 8.01(a) or 8.01(f) has occurred and is continuing, the Borrower (each such approval not to be unreasonably withheld or delayed); provided that notwithstanding the foregoing, “Eligible Assignee” shall not include a Loan Party or any of the Loan Parties’ Subsidiaries.

“Electronic Signature” means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

“Environmental Laws” means any and all Federal, state, local and foreign statutes, laws, regulations, ordinances, rules, common law, judgments, orders, decrees, permits, concessions, grants, franchises or licenses, relating to pollution or the protection of the environment or the Release or threat of Release of any hazardous substances, materials or wastes (including Hazardous Materials) into the environment or human health (to the extent related to exposure to Hazardous Materials), or generation, storage, treatment, transport or handling of any Hazardous Materials.

“Environmental Liability” means any liability, whether pending or threatened (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower, any other Loan Party or any of their respective Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Environmental Permit” means any permit, approval, identification number, license or other authorization required under any Environmental Law.

“Equity Interests” means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or non-voting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

“ERISA Affiliate” means any entity under common control with Holdings or the Borrower and with which Holdings or the Borrower would be treated as a single employer within the meaning of Section 414 of the Code or Section 4001(a)(14) of ERISA.

“ERISA Event” means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by Holdings, the Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) with respect to any Pension Plan, a failure to satisfy the minimum funding standard under Sections 412 and 430 of the Code or Sections 302 and 303 of ERISA, whether or not waived; (d) a determination that any Pension Plan is, or is expected to be, in “at-risk” status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code); (e) a complete or partial withdrawal (within the meanings of Sections 4203 and 4205 of ERISA) by Holdings, the Borrower or any ERISA Affiliate from a Multiemployer Plan or receipt by Holdings or the Borrower of notice from any Multiemployer Plan that it is insolvent (within the meanings of Section 4245 of ERISA) or in “endangered” or “critical” status (within the meaning of Section 432 of the Code or Section 305 of ERISA); (f) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Section 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate under Section 4042 of ERISA a Pension Plan or Multiemployer Plan; (g) the appointment of a trustee to administer under Section 4042 of ERISA any Pension Plan or Multiemployer Plan; or (h) with respect to any Pension Plan the imposition of a lien or the posting of a bond or other security pursuant to Section 436(f) of the Code or Section 206(g)(5) of ERISA.

“Event of Default” has the meaning specified in Section 8.01. An “Event of Default” shall be deemed to be continuing unless and until that Event of Default has been duly waived as provided in Section 11.01.

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

[“Excess Cash Flow” means, for any Fiscal Year of Holdings, the sum (without duplication) of:

(a) the Consolidated Net Income (or loss) of Holdings and its Subsidiaries for such Fiscal Year, adjusted (i) to exclude any gains or losses attributable to any events as a result of which a mandatory prepayment (other than from Excess Cash Flow) of the Facility is required and (ii) to subtract the amount, if any, by which taxes paid or required to be paid in cash with respect to such Fiscal Year exceeds the amount of taxes deducted in calculating Consolidated Net Income and to add the amount, if any, by which taxes paid or required to be paid with respect to such Fiscal Year in cash are less than the amount deducted in calculating Consolidated Net Income; plus

(b) depreciation, amortization and other non-cash charges or losses deducted in determining such Consolidated Net Income (or loss) for such Fiscal Year; plus

(c) the amount, if any, by which Net Working Capital decreased during such Fiscal Year (except as a result of the reclassification of items from short-term to long-term or vice-versa); minus

(d) the amount, if any, by which Net Working Capital increased during such Fiscal Year (except as a result of the reclassification of items from short-term to long-term or vice-versa); minus

(e) cash expenditures of Holdings and its Subsidiaries for and incurred in connection with Permitted Acquisitions or Investments pursuant to Section 7.03(1) during such Fiscal Year (except to the extent financed with the proceeds of Indebtedness, equity issuances, casualty proceeds, condemnation proceeds or other proceeds that would not be included in Consolidated Net Income (or loss) for such Fiscal Year); minus

(f) permanent repayments of Indebtedness (including any premium, make-whole or other penalty associated therewith) other than, solely for the purposes of Section 2.03(b), Indebtedness hereunder, made in cash by the Subsidiaries during such Fiscal Year and permitted hereunder, but, only to the extent that the Indebtedness so prepaid by its terms cannot be reborrowed or redrawn and such prepayments do not occur in connection with a refinancing of all or any portion of such Indebtedness; minus

(g) cash payments by the Borrower and the Subsidiaries during such period in respect of long-term liabilities of the Borrower and the Subsidiaries (other than Indebtedness) to the extent such payments are not expensed during such period; minus

(h) the amount expended in respect of voluntary prepayments of Loans made pursuant to Section 2.03(d) (other than in connection with a refinancing); minus

(i) Restricted Payments made in cash by the Borrower during such Fiscal Year pursuant to Section 7.06(c) or (d); minus

(j) Capital Expenditures actually made in cash by Holdings and its Subsidiaries in such Fiscal Year (except to the extent financed with the proceeds of Indebtedness, equity issuances, casualty proceeds, condemnation proceeds or other proceeds that would not be included in Consolidated Net Income (or loss) for such Fiscal Year); minus

(k) any non-cash gains included in determining such Consolidated Net Income (or loss) for such Fiscal Year.]³

“Excluded Swap Obligation” means, with respect to any Loan Party, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Loan Party of, or the grant by such Loan Party of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Loan Party’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time such Loan Party’s obligations under the last paragraph of Section 10.01 become effective with respect to such related Swap Obligation.

“Excluded Taxes” means, with respect to the Agents, any Lender or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) taxes imposed on or measured by its overall net income (however denominated), franchise taxes imposed on it (in lieu of net income taxes) and branch profits taxes (or similar taxes) imposed by a jurisdiction (or any political subdivision thereof) as a result of such recipient being organized or resident in, maintaining a Lending Office in, or doing business in such jurisdiction, (b) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Borrower under Section 11.13), any U.S. federal withholding tax to the extent imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new Lending Office) except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from the Borrower with respect to such withholding tax pursuant to Section 3.01; (c) taxes attributable to a Lender’s failure to comply with Section 3.01(e) or (f) and (d) any tax imposed as a result of such recipient’s failure to establish a complete exemption under FATCA.

“Existing DIP Administrative Agents” has the meaning set forth in the preamble.

“Existing DIP Credit Agreement” has the meaning set forth in the preamble.

“Existing DIP Facility” shall mean the asset based revolving credit facility of the Borrower governed by the Existing DIP Credit Agreement.

“Existing DIP Lenders” has the meaning set forth in the preamble.

“Existing Liens” has the meaning set forth in Section 11.01(h).

“Existing Term Loan Facility” means the credit agreement governing the \$200.0 million senior secured term loan facility dated as of April 6, 2012, among the Borrower, the guarantors party thereto, the lenders party thereto and JPMorgan as administrative agent and collateral agent, as amended or modified from time to time.

³ NTD: Subject to continued review.

[“Extraordinary Receipt” means any cash received by or paid to any Person in respect of proceeds of insurance (other than (i) proceeds of business interruption insurance to the extent such proceeds constitute compensation for lost earnings and (ii) in respect of any leased property (or assets located on such leased property) to the extent that such proceeds are required to be paid to the landlord of such Person pursuant to the terms of the Lease for such leased property) and condemnation awards (and payments in lieu thereof), in each case, to the extent the amount of cash received by or paid to such person is at least \$1.0 million.]⁴

“Facility” has the meaning set forth in the preamble.

“FATCA” means Sections 1471 through 1474 of the Code as in effect on the date hereof or any successor provision that is substantively comparable and not materially more onerous to comply with, and, in each case, any current or future regulations promulgated thereunder or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(i) of the Code and any inter-governmental agreements (together with any law implementing such agreements).

“Federal Funds Effective Rate” means, for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions, as determined in such manner as the NYFRB shall set forth on NYFRB’s Website from time to time, and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate, provided that if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

“First-Out DIP Term Loans” has the meaning set forth in the preamble.

“First-Out Term Loan Commitments” means, with respect to each Lender, the commitment to make First-Out Term Loans hereunder in accordance with Section 2.01(a), expressed as an amount representing the maximum principal amount of the First-Out Term Loans to be made by such Lender hereunder, as such commitment may be reduced from time to time (a) pursuant to assignments by or to such Lender pursuant to an Assignment and Assumption or (b) upon the incurrence of such First-Out Term Loans pursuant to Section 2.01(a). The initial amount of each Lender’s First-Out Term Loan Commitment is set forth on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender shall have assumed its First-Out Term Loan Commitment.

“First-Out Term Loan Interest Payment Date” means (i) the last Business Day of each calendar month commencing with [February 28, 2025], (ii) upon any prepayment due to acceleration or any other prepayment or repayment, and (iii) the Maturity Date.

“First-Out Term Loan PIK Margin” means 5.50% per annum.

“First-Out Term Loans” has the meaning set forth in the preamble.

“First Priority Lien” means any Lien purported to be created on any Collateral pursuant to any Collateral Document, that such Lien is the most senior Lien to which such Collateral is subject (subject to (i) in the case of Mortgages, Permitted Encumbrances, and (ii) otherwise, Permitted Liens).

“Fiscal Month” means any fiscal month of any Fiscal Year.

⁴ NTD: Subject to continued review.

“Fiscal Quarter” means any fiscal quarter of any Fiscal Year.

“Fiscal Year” means any period of twelve consecutive Fiscal Months ending on the Saturday closest to March 31 in each calendar year (except for 53-week years).

“Flood Documentation” means, with respect to each Mortgaged Property located in the United States or any territory thereof, (i) a completed “life-of-loan” Federal Emergency Management Agency standard flood hazard determination (together with a notice about Special Flood Hazard Area status and flood disaster assistance duly executed by the Borrower and the applicable Loan Party relating thereto) and (ii) a copy of, or a certificate as to coverage under, and a declaration page relating to, the insurance policies required by Section 6.07 hereof and the applicable provisions of the Collateral Documents, each of which shall (A) be endorsed or otherwise amended to include a “standard” or “New York” lender’s loss payable or mortgagee endorsement (as applicable), (B) name the Collateral Agent, on behalf of the Secured Parties, as additional insured and loss payee/mortgagee and (C) identify the address of each property located in a Special Flood Hazard Area, the applicable flood zone designation and the flood insurance coverage and deductible relating thereto and (iii) be otherwise in form and substance reasonably satisfactory to the Administrative Agent.

“Flood Insurance Laws” means, collectively, (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (iii) the National Flood Insurance Reform Act of 1994 as now or hereafter in effect or any successor statute thereto and (iv) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto.

“Floor” means a rate of interest equal to 2.00% per annum.

“Foreign Lender” means any Lender that is not, for U.S. federal income tax purposes, (i) an individual who is a citizen or resident of the United States, (ii) a corporation, partnership or other entity treated as a corporation or partnership created or organized in or under the laws of the United States, or any political subdivision thereof, (iii) an estate whose income is subject to U.S. federal income taxation regardless of its source or (iv) a trust if a court within the United States is able to exercise primary supervision over the administration of such trust and one or more United States persons have the authority to control all substantial decisions of such trust. In addition, solely for purposes of clause (b) of the definition of “Excluded Taxes,” a Foreign Lender shall include a partnership or other entity treated as a partnership created or organized in or under the laws of the United States, or any political subdivision thereof, but only to the extent the partners of such partnership (including indirect partners if the direct partners are partnerships or other entities treated as partnerships for U.S. federal income tax purposes created or organized in or under the laws of the United States, or any political subdivision thereof) are treated as Foreign Lenders under the preceding sentence.

“Foreign Plan” means any employee benefit plan, program, policy, arrangement or agreement maintained or contributed to by, or entered into with, Holdings, the Borrower or any Subsidiary with respect to employees employed by Holdings, the Borrower or any Subsidiary outside the United States that is not subject to the laws of the United States.

“Foreign Subsidiary” means any Subsidiary that is not a Domestic Subsidiary.

“Former Lender” means any Person that was a Lender but that has assigned all of its Loans and Commitments, and no longer holds any Loans and Commitments and, at the time of such assignment, was, or an Affiliate of such Lender was, a counterparty under any agreement with respect to Bank Products or Cash Management Services with any Loan Party, which agreements relating to Bank

Products or Cash Management Services have not expired, been paid out or otherwise terminated or renewed.

“FRB” means the Board of Governors of the Federal Reserve System of the United States.

“Fund” means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

“GAAP” means generally accepted accounting principles in the United States, as in effect from time to time; provided, however, that if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof (including through the adoption of IFRS) on the operation of such provisions (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof (including through the adoption of IFRS), then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

“Governmental Authority” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“Guarantee” means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien). The amount of any Guarantee shall be deemed to be an amount equal to, with respect to clause (a) above, the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith or, with respect to clause (b) above, the fair market value of the property subject to (or contemplated to be subject to) such Lien as determined by the guaranteeing Person in good faith. The term “Guarantee” as a verb has a corresponding meaning.

“Guarantor” means Holdings and the Subsidiary Guarantors listed on Schedule 6.12 and each other Subsidiary of Holdings that is required to sign a counterpart to this Agreement pursuant to Section 6.12(a)(i).

“Guaranty” means the guaranty contained in Article X hereof made by the Guarantors in favor of the Secured Parties.

“Hazardous Materials” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated or defined as hazardous or toxic (or words of similar import) pursuant to any Environmental Law.

“Holdings” means The Container Store Group, Inc., a Delaware corporation.

“IFRS” means International Financial Reporting Standards and applicable accounting requirements set by the International Accounting Standards Board or any successor thereto (or the Financial Accounting Standards Board, the Accounting Principles Board of the American Institute of Certified Public Accountants, or any successor to either such Board, or the SEC, as the case may be), as in effect from time to time.

“Incremental Term Borrowing” means a Borrowing comprised of Incremental Term Loans.

“Incremental Term Lender” means a Lender with an Incremental Term Loan Commitment or an outstanding Incremental Term Loan.

“Incremental Term Loan Amount”⁵ means, at any time, the excess, if any, of the greater of (a) the sum of (i) the greater of (x) \$75.0 million and (y) 150% of Consolidated EBITDA plus (ii) all voluntary prepayments of the existing Facility other than with the proceeds of long term Indebtedness and (b) any amount so long as, in the case of this clause (b), (i) if such Indebtedness is secured by a Lien on an equal priority basis with the Liens on the Collateral securing the Obligations, on a Pro Forma Basis, the Consolidated First Lien Leverage Ratio for the Measurement Period most recently ended prior to the incurrence of such Indebtedness does not exceed [2.50] to 1.00, (ii) if such Indebtedness is secured by a Lien on a junior priority basis with the Liens on the Collateral securing the Obligations, on a Pro Forma Basis, the Consolidated Secured Leverage Ratio for the Measurement Period most recently ended prior to the incurrence of such Indebtedness does not exceed [-] to 1.00 and (iii) if such Indebtedness is secured solely by Liens on property or assets not constituting Collateral or if such Indebtedness is unsecured, on a Pro Forma Basis, the Consolidated Leverage Ratio for the Measurement Period most recently ended prior to the incurrence of such Indebtedness does not exceed [-] to 1.00 (it being understood that if pro forma effect is given to the entire committed amount of any such additional amount on the date of initial borrowing of such Indebtedness or entry into the definitive agreement providing for the commitment to fund such Indebtedness, such committed amount may thereafter be borrowed and reborrowed in whole or in part, from time to time, without further compliance with this clause (b)).

“Incremental Term Loan Commitment” means the commitment of any Lender, established pursuant to Section 2.12, to make Incremental Term Loans to the Borrower.

⁵ NTD: Ratios subject to ongoing discussion, including classification language.

“Incremental Term Loans” means Loans made by one or more Lenders to the Borrower pursuant to Section 2.01(b). Incremental Term Loans may be made in the form of additional Term Loans or, to the extent permitted by Section 2.12 and provided for in the relevant Additional Credit Extension Amendment, Other Term Loans.

“Indebtedness” means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

- (a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;
- (b) the maximum amount (after giving effect to any prior drawings or reductions that may have been reimbursed) of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial letters of credit), bankers’ acceptances, bank guaranties, surety bonds and similar instruments;
- (c) net obligations of such Person under Swap Contracts;
- (d) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business which are being disputed in good faith by appropriate proceedings or which are not past due for more than 120 days after the date on which such trade account was created, any bona fide earn-out obligation or purchase price adjustment until such obligation is not paid after becoming due and payable and accounts for payroll and other liabilities in the ordinary course of business);
- (e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;
- (f) all Attributable Indebtedness in respect of Capital Lease Obligations and Synthetic Lease Obligations of such Person and all Synthetic Debt of such Person;
- (g) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interest in such Person or any other Person, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends; and
- (h) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is non-recourse to such Person. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of outstanding Indebtedness as of any date shall be the principal amount or accreted value thereof at such date.

“Indemnified Taxes” means Taxes other than Excluded Taxes imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document.

“Indemnitee” has the meaning specified in Section 11.04(b).

“Independent Financial Advisor” means an accounting, appraisal, investment banking firm or consultant of nationally recognized standing that is, in the good faith judgment of the Borrower, qualified to perform the task for which it has been engaged and that is independent of the Borrower and its Affiliates.

“Information” has the meaning specified in Section 11.07.

“Intellectual Property” means all present and future: trade secrets, know-how and other proprietary information; trademarks, internet domain names, service marks, trade dress, trade names, business names, designs, logos, slogans, indicia of origin, and other source and/or business identifiers, and all registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights and copyright applications; unpatented inventions (whether or not patentable); patents and patent applications; license agreements related to any of the foregoing; all other intellectual property; and all common law and other rights throughout the world in and to all of the foregoing.

“Intercreditor Agreement” means an intercreditor agreement substantially in the form of Exhibit C.

“Interest Period” means, with respect to any Term Benchmark Borrowing, the period commencing on the date of such Borrowing and, except as contemplated by Section 2.01, ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter, as the Borrower may elect; provided, that:

(a) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(b) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period;

(c) no Interest Period longer than one month may be selected prior to the date that is the 30th day following the Closing Date; and

(d) no tenor that has been removed from this definition pursuant to Section 3.03(e) shall be available for specification in such Committed Loan Notice or Conversion/Continuation Notice. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

“Investment” means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or interest in, another Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the assets of another Person or of the assets of another Person that constitute a discrete business unit. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested (measured at the time made), without adjustment for subsequent increases or decreases in the value of such Investment.

“IRS” means the United States Internal Revenue Service.

“ISDA Definitions” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.

“Laws” means, collectively, all international, foreign, Federal, state and local statutes, laws (including common law), treaties, rules, guidelines, regulations, judgments, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“Lease” means any agreement, whether written or oral, no matter how styled or structured, pursuant to which a Loan Party is entitled to the use or occupancy of any space in a structure, land, improvements or premises for any period of time.

“Lender” has the meaning specified in the introductory paragraph hereto and their respective successors and assigns as permitted hereunder, each of which is referred to herein as a “Lender”.

“Lending Office” means, as to any Lender, the office or offices of such Lender described as such in such Lender’s Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent.

“Lien” means any mortgage, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), charge, preference, or priority in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to Real Estate, and any financing lease having substantially the same economic effect as any of the foregoing).

“Liquidation” means the exercise by the Administrative Agent or Collateral Agent of those rights and remedies accorded to such Agents under the Loan Documents and applicable Law as a creditor of the Loan Parties with respect to the realization on the Collateral, including (after the occurrence and continuation of an Event of Default) the conduct by the Loan Parties acting with the consent of the Administrative Agent, of any public, private or going out of business sale or other disposition of the Collateral for the purpose of liquidating the Collateral. Derivations of the word “Liquidation” (such as “Liquidate”) are used with like meaning in this Agreement.

“Liquidity” means, as of any date of determination, the sum of (i) unrestricted cash and Cash Equivalents of the Loan Parties (it being understood that (a) whether cash and Cash Equivalents is restricted or unrestricted shall be determined in accordance with GAAP and (b) cash and Cash Equivalents shall not be deemed restricted solely as a result of being subject to a Lien securing the Obligations and the Obligations under the ABL Facility) plus (ii) an amount equal to ABL Excess Availability less 10% of the Borrowing Base (as defined in the ABL Credit Agreement).

“Loan Documents” means, collectively, (a) this Agreement, (b) the Notes, (c) the Collateral Documents and (d) each Additional Credit Extension Amendment.

“Loan Parties” means, collectively, the Borrower and each Guarantor.

“Loans” means the First-Out Term Loans, Second-Out Term Loans, and Incremental Term Loans.

“Make-Whole Amount” means, as of any date of determination, an amount equal to the present value of (1) all required remaining scheduled interest that would accrue on the Term Loans, subject to the Applicable Premium Event, from the date of determination through the date that is eighteen months after the Closing Date, assuming that the rate of interest will be equal to the rate of interest in effect on the determination date, including default interest, if applicable (which shall not include, for the avoidance of doubt, accrued and unpaid interest through the date on which the Make-Whole Amount shall be paid), plus (2) the Applicable Premium payable as if such Applicable Premium Event occurred on the day immediately following the eighteen-month anniversary of the Closing Date, in each case, computed using a discount rate equal to the Treasury Rate plus 50 basis points per annum.

“Material Adverse Effect” means (a) any change, circumstance, event or effect that would be materially adverse to the assets, liabilities, business, financial condition or results of operations of Holdings and its Subsidiaries taken as a whole; (b) a material impairment of the rights and remedies of the Administrative Agent, the Collateral Agent or any Lender under any Loan Document, or of the ability of any of Holdings, the Borrower or any Subsidiary to perform its obligations under any Loan Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any of Holdings, the Borrower or any Subsidiary of any Loan Document to which it is a party; provided, that, the Chapter 11 Cases, the entry of the Confirmation Order and the facts disclosed publicly in the filings made in connection therewith and the consummation of the Approved Plan of Reorganization in accordance with such Approved Plan of Reorganization shall not constitute a Material Adverse Effect.

“Material Indebtedness” means Indebtedness (other than the Obligations) of any of the Holdings or any of its Subsidiaries in an aggregate principal amount exceeding \$15.0 million for all such Persons. For purposes of determining the amount of Material Indebtedness at any time, the amount of the obligations in respect of any Swap Contract at such time shall be calculated at the Swap Termination Value thereof.

“Material Intellectual Property” means any Intellectual Property that, individually or in the aggregate, is material to the operation of the business of the Borrower and its Subsidiaries, taken as a whole.

“Material Subsidiary” means, at any date of determination, any Subsidiary or group of Subsidiaries (a) whose total assets at the last day of the most recently ended Measurement Period were equal to or greater than 5% of the Consolidated total assets of Holdings and its Consolidated Subsidiaries at such date, or (b) whose gross revenues for such Measurement Period were equal to or greater than 5% of the Consolidated gross revenues of Holdings and its Consolidated Subsidiaries for such period, in each case determined in accordance with GAAP.

“Maturity Date” means (a) with respect to the First-Out Term Loans, April 30, 2029, and (b) with respect to the Second-Out Term Loans, July 30, 2029.

“Maximum Rate” has the meaning specified in Section 11.09.

“Measurement Period” means, at any date of determination, the most recently completed four consecutive Fiscal Quarters of Holdings and its Subsidiaries for which financial statements pursuant to Section 6.01(a) or (b) have been, or were required to have been, delivered for the applicable fiscal period.

“Mortgage” means any deed of trust, trust deed, deed to secure debt, mortgage or other similar instrument, as applicable, creating a real property Lien on and security interest in Real Estate in favor of Collateral Agent on behalf of the Secured Parties, in each case in form and substance reasonably satisfactory to the Administrative Agent and its counsel.

“Mortgage Policy” has the meaning specified in Section 6.12(b).

“Mortgaged Property” means each parcel of Real Estate owned in fee by any Loan Party, if any, which shall be subject to a Mortgage pursuant to Section 6.12.

“Moody’s” means Moody’s Investors Service, Inc. and any successor thereto.

“Multiemployer Plan” means a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA, to which Holdings, the Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions on behalf of participants who are or were employed by any of them.

“Net Cash Proceeds” means:

(a) with respect to any Disposition by Borrower or any of its Subsidiaries, or any Extraordinary Receipt received or paid to the account of Holdings or any of its Subsidiaries, the excess, if any, of (i) the sum of cash and Cash Equivalents received in connection with such transaction (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, including the monetization of any Designated Noncash Consideration, but only as and when so received) over (ii) the sum of (A) the principal amount of any Indebtedness (plus any premium or other required payment on account thereof) that is secured by a Lien having priority over the Lien of the Collateral Agent (if any) on the applicable asset and that is required to be repaid in connection with such transaction (other than Indebtedness under the Loan Documents, but including, the payment of the proceeds from any ABL Priority Collateral in reduction of the Indebtedness under the ABL Facility) plus, in the case of any Disposition by a Foreign Subsidiary or an Extraordinary Receipt received by a Foreign Subsidiary, the principal amount of Indebtedness (if any) of such Foreign Subsidiary or other Foreign Subsidiaries proposed to be repaid with such Net Cash Proceeds and (B) the reasonable out-of-pocket expenses incurred by Borrower or such Subsidiary in connection with such transaction; and

(b) with respect to the incurrence or issuance of any Indebtedness not permitted to be incurred or issued pursuant to Section 7.02 by Borrower or any Subsidiary, the excess, if any, of (i) the sum of the cash and Cash Equivalents received in connection with such incurrence or issuances over (ii) the investment banking fees, underwriting discounts, commissions, costs and other out-of-pocket expenses and other customary expenses, incurred by Borrower or such Subsidiary in connection with such incurrence or issuance.

“Net Working Capital” means, at any date, (a) the Consolidated current assets of Holdings and its Subsidiaries as of such date (excluding cash and current assets in respect of income taxes) minus (b) the Consolidated current liabilities of Holdings and its Subsidiaries as of such date (excluding current liabilities in respect of Indebtedness and deferred income taxes). Net Working Capital at any date may be a positive or negative number. Net Working Capital increases when it becomes more positive or less negative and decreases when it becomes less positive or more negative.

“Note” means a promissory note made by the Borrower in favor of a Lender, evidencing Loans made by such Lender, substantially in the form of Exhibit E.

“NPL” means the National Priorities List under CERCLA.

“NYFRB” means the Federal Reserve Bank of New York.

“NYFRB’s Website” means the website of the NYFRB at <http://www.newyork-fed.org>, or any successor source.

“NYFRB Rate” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received to the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“Obligations” means (a) all debts (including principal, interest, fees, the Applicable Premium, costs, and expenses), liabilities, obligations, covenants, indemnities, and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan (including any Other Term Loan), whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding and (b) any Other Liabilities, excluding, with respect to any Guarantor that is not a Qualified ECP Guarantor, Excluded Swap Obligations of such Guarantor.

“Organization Documents” means (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, limited partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

“Other Liabilities” means amounts due on account of or arising from (a) any Cash Management Services furnished to any of the Loan Parties and (b) any transaction which arises out of any Bank Product entered into with any of the Loan Parties, as each may be amended from time to time.

“Other Taxes” means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies (including any interest, additions to tax or penalties applicable thereto) arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

“Other Term Loans” has the meaning specified in Section 2.12(a).

“Overnight Bank Funding Rate” means, for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in Dollars by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on NYFRB’s Website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

“Participant” has the meaning specified in Section 11.06(d).

“Participant Register” has the meaning specified in Section 11.06(d).

“PBGC” means the Pension Benefit Guaranty Corporation.

“PCAOB” means the Public Company Accounting Oversight Board.

“Pension Plan,” means any “employee pension benefit plan” (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Section 412 of the Code or Title IV of ERISA and is sponsored or maintained by Holdings, the Borrower or any ERISA Affiliate or to which Holdings, the Borrower or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five plan years on behalf of participants who are or were employed by any of them.

“Perfection Certificate” means a certificate in the form of Exhibit H-1 or any other form approved by the Collateral Agent, as the same shall be supplemented from time to time by a Perfection Certificate Supplement or otherwise.

“Perfection Certificate Supplement” means a certificate supplement in the form of Exhibit H-2 or any other form approved by the Collateral Agent.

“Permitted Acquisition” has the meaning assigned to such term in Section 7.03(h).

“Permitted Encumbrances” has the meaning specified in the Mortgages.

“Permitted Holders” means (i) [Closing Date Equity Holders] and (ii) any person that, directly or indirectly, holds or acquires beneficial ownership of 100% on a fully diluted basis of the total voting power of the Voting Stock of Holdings, and of which no other any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such Person or its subsidiaries, and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan that in each case is not acting in concert with another Person), other than any of the other Permitted Holders, (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed to have “beneficial ownership” of all securities that such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an “option right”)) more than 50% of the equity securities of Holdings entitled to vote for members of the board of directors or equivalent governing body of Holdings on a fully-diluted basis (and taking into account all such securities that such “person” or “group” has the right to acquire pursuant to any option right).

“Permitted Holdco Debt” means Indebtedness of Holdings that (A) is not subject to any Guarantee by the Borrower or any other Subsidiary, (B) will not mature prior to the date that is 180 days after the Maturity Date, (C) has no scheduled amortization or mandatory redemption of principal (excluding customary offers to purchase under certain circumstances, such as a “change in control”) prior to the

date that is 180 days after the Maturity Date, (D) does not require or permit payments in cash of interest or other amounts in the nature of interest prior to the date that is 180 days after the Maturity Date, (E) is subordinated to the Obligations on terms reasonably acceptable to the Administrative Agent, (F) is unsecured, (G) is not convertible into or exchangeable for any Indebtedness or Equity Interests other than Equity Interests in Holdings (other than Disqualified Equity Interests) on market terms, (H) has covenants, defaults and remedies provisions customary for senior discount notes of an issuer that is the parent of a borrower under senior credit facilities, and (I) the net proceeds from which are contributed by Holdings to the Borrower or any of the Subsidiaries for its general corporate purposes (including, without limitation, for the payment of the purchase price for acquisitions permitted under Section 7.03(h)).

“Permitted Indebtedness” has the meaning specified in Section 7.02.

“Permitted Lien” has the meaning specified in Section 7.01.

“Permitted Protest” means the protest by the Borrower or any Subsidiary of any Lien (other than any such Lien that secures the Obligations), taxes, or rental payment, provided that (a) a reserve with respect to such obligation is established on the books and records of the applicable Person in such amount (if any) to the extent required under GAAP, (b) any such protest is prosecuted diligently by the Borrower or such Subsidiary, as the case may be, in good faith, by appropriate proceedings, (c) such protest effectively suspends collection of the contested obligation and enforcement of any Lien securing such obligation, and (d) the failure to make payment during the pendency of such protest, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

“Permitted Refinancing Indebtedness” means, with respect to any Person, any modification, refinancing, refunding, renewal or extension of any Indebtedness of such Person (or any successor of such Person) by such Person or its successor; provided that (a) the principal or committed amount (or accreted value, if applicable) thereof does not exceed the sum of (i) the outstanding principal or committed amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed or extended plus (ii) prepayment premiums and other reasonable amounts paid, and fees (including original issue discount and upfront fees) and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal or extension, (b) other than with regard to Permitted Refinancing Indebtedness in respect of Indebtedness permitted pursuant to Section 7.03(f) or Section 7.03(h) such modification, refinancing, refunding, renewal or extension has (i) a final maturity date equal to or later than the final maturity date of the Indebtedness being modified, refinanced, refunded, renewed or extended and (ii) a weighted average life to maturity equal to or greater than the weighted average life to maturity of the Indebtedness being modified, refinanced, refunded, renewed or extended, (c) if the Indebtedness being modified, refinanced, refunded, renewed or extended is Subordinated Indebtedness, such modification, refinancing, refunding, renewal or extension (i) is subordinated in right of payment to the Obligations on terms at least as favorable, taken as a whole, to the Lenders as those contained in the documentation governing the Subordinated Indebtedness being modified, refinanced, refunded, renewed or extended, (ii) does not require payments of cash interest prior to the date that is six months following the maturity date of the Indebtedness being refinanced in amounts greater than was required by the Indebtedness being refinanced, and (iii) contains covenants and events of default that are not more restrictive taken as a whole than the covenants and events of default contained in the documentation governing the Indebtedness being refinanced (as determined in good faith by the Borrower), and (d) no property of any Loan Party or Subsidiary shall constitute collateral security for the Indebtedness so modified, refinanced, refunded, renewed, or extended other than any Permitted Liens.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, limited partnership, Governmental Authority or other entity.

“Petition Date” has the meaning assigned to such term in the preamble hereto.

“Plan” means any “employee benefit plan” (as such term is defined in Section 3(3) of ERISA) established or maintained by Holdings, the Borrower or, with respect to any such Plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate.

“Plan Asset Regulations” means 29 CFR § 2510.3-101 et seq., as modified by Section 3(42) of ERISA, as amended from time to time.

“Plan of Reorganization” means [].

“Platform” has the meaning specified in Section 6.02.

“Pledge Agreement” means the Pledge Agreement dated as of the date hereof, among the Loan Parties and the Collateral Agent, together with each other pledge agreement and pledge agreement supplement delivered pursuant to Section 6.12(a)(iii), as amended.

“Pledged Debt” means any debt instrument constituting Collateral under any of the Collateral Documents.

“Pledged Equity” means any certificated equity security constituting Collateral under any of the Collateral Documents.

“Prime Rate” means the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

“Pro Forma Basis” means, with respect to compliance with any test or covenant or calculation hereunder, the determination or calculation of such test, covenant or ratio (including in connection with Specified Transactions) in accordance with Section 1.08.

“PTE” means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

“Public Lender” has the meaning specified in Section 6.02.

“Public Offering” means a public offering of the Equity Interests of Holdings (or any direct or indirect parent thereof) pursuant to an effective registration statement under the Securities Act.

“QFC” has the meaning assigned to the term “qualified financial contract” in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

“QFC Credit Support” has the meaning assigned to it in Section 11.22.

“Qualified ECP Guarantor” means, in respect of any Swap Obligation, each Loan Party that has total assets exceeding \$10,000,000 at the time the relevant Guarantee or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes

an “ECP” under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an “ECP” at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

“Qualified Equity Interests” means any Equity Interests that are not Disqualified Equity Interests.

“Qualified Equity Issuance” means any sale or issuance (other than to the Borrower or a Subsidiary) of any Qualified Equity Interests of the Borrower.

“Real Estate” means all Leases and all land, together with the buildings, structures, parking areas, and other improvements thereon, now or hereafter owned by any Loan Party.

“Reference Time” with respect to any setting of the then-current Benchmark means, (a) if such Benchmark is the Term SOFR Rate, 5:00 a.m. (Chicago time) on the day that is two (2) U.S. Government Securities Business Days preceding the date of such setting, (b) [reserved] or (c) if such Benchmark is not the Term SOFR Rate, the time determined by the Administrative Agent in its reasonable discretion.

“Refinanced Loans” has the meaning provided in Section 11.01.

“Register” has the meaning specified in Section 11.06(c).

“Registered Public Accounting Firm” has the meaning specified by the Securities Laws and shall be independent of Holdings and its Subsidiaries as prescribed by the Securities Laws.

“Related Parties” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person’s Affiliates.

“Release” means any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, dispersing, or migrating of any Hazardous Material into or through the environment.

“Relevant Governmental Body” means the Federal Reserve Board and/or the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board and/or the NYFRB, or, in each case, any successor thereto.

“Relevant Rate” means with respect to any Term Benchmark Borrowing, the Term SOFR Rate.

“Reportable Event” means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period has been waived by regulation.

“Required Lenders” means the Lenders holding (x) a majority in the aggregate principal amount of the First-Out Term Loans and (y) a majority in the aggregate principal amount of the First-Out Term Loans and the Second-Out Term Loans, collectively.

“Resolution Authority” means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“Responsible Officer” means the chief executive officer, president, chief financial officer, chief administrative officer, any executive or senior vice president, vice president of finance and treasury, treasurer, assistant treasurer or controller of a Loan Party or any of the other officers designated in writing to the Administrative Agent by an existing Responsible Officer of a Loan Party as an authorized signatory of any certificate or other document to be delivered hereunder. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

“Restricted Payment” means any dividend or other distribution (whether in cash, securities or other property) by Borrower or any of its Subsidiaries with respect to any Equity Interest of Holdings or any of its Subsidiaries, or any payment by Borrower or any of its Subsidiaries (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such Equity Interest, or on account of any return of capital to Borrower’s or any of its Subsidiaries’ direct or indirect stockholders, partners or members (or the equivalent of any thereof).

“Restriction” has the meaning specified in Section 2.03(c).

“S&P” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, and any successor thereto.

“SEC” means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

“Second-Out DIP Term Loans” has the meaning set forth in the preamble.

“Second-Out PIK Election” has the meaning set forth in Section 2.06(c).

“Second-Out Term Loan Commitments” means, with respect to each Lender, the commitment to make Second-Out Term Loans hereunder in accordance with Section 2.01(b), expressed as an amount representing the maximum principal amount of the Second-Out Term Loans to be made by such Lender hereunder, as such commitment may be reduced from time to time (a) pursuant to assignments by or to such Lender pursuant to an Assignment and Assumption or (b) upon the incurrence of such Second-Out Term Loans pursuant to Section 2.01(b). The initial amount of each Lender’s Second-Out Term Loan Commitment is set forth on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Second-Out Term Loan Commitment.

“Second-Out Term Loan Interest Payment Date” means (i) the last Business Day of the sixth full Fiscal Month following the Closing Date and each six-month period thereafter, (ii) upon any prepayment due to acceleration or any other prepayment or repayment, and (iii) the Maturity Date.

“Second-Out Term Loan PIK Margin” means 4.0% per annum.

“Second-Out Term Loans” has the meaning set forth in the preamble.

“Second Priority Lien” means any Lien purported to be created in any Collateral pursuant to any Collateral Document, that such Lien is second in priority only to the Liens created under the ABL Loan Documents (subject to (i) in the case of Mortgages, Permitted Encumbrances) and (ii) otherwise, Permitted Liens).

“Secured Party” means (a) each Lender, (b) the Administrative Agent, (c) the Collateral Agent, (d) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document, and (e) the permitted successors and assigns of each of the foregoing.

“Secured Party Expenses” means, without limitation, (a) all reasonable and documented in reasonable detail out-of-pocket expenses incurred by the Agents, and their respective Affiliates, in connection with this Agreement and the other Loan Documents, including without limitation (i) the reasonable and documented in reasonable detail fees, charges and disbursements of (A) counsel for the Agents, provided that the Agents shall be entitled to be reimbursed for no more than one counsel and, if reasonably necessary, for one local counsel in each relevant jurisdiction material to the interest of the Lenders, in each case, selected by the Agent, absent a conflict of interest between any of such Persons where the affected Persons inform the Borrower of such conflict, in which case the affected Persons may engage and be reimbursed for one additional counsel, (B) outside consultants for the Agents, (C) appraisers, and (D) all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Obligations and (ii) in connection with (A) the syndication of the credit facilities provided for herein, (B) the preparation, negotiation, administration, management, execution and delivery of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (C) the enforcement or protection of their rights in connection with this Agreement or the Loan Documents or efforts to preserve, protect, collect, or enforce the Collateral, or (D) any workout, restructuring or negotiations in respect of any Obligations and (b) all reasonable and documented in reasonable detail out-of-pocket expenses incurred by the Secured Parties who are not the Agents, or any Affiliate of any of them, after the occurrence and during the continuance of an Event of Default, provided that such Secured Parties shall be entitled to reimbursement for no more than one counsel representing all such Secured Parties (absent a conflict of interest between the Secured Parties, where the affected Secured Parties inform the Borrower of such conflict, in which case the Secured Parties may engage and be reimbursed for one additional counsel).

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Securities Laws” means the Securities Act, the Securities Exchange Act of 1934, the Sarbanes-Oxley Act of 2002 (in each case, as amended), and the applicable accounting and auditing principles, rules, standards and practices promulgated, approved or incorporated by the SEC or the PCAOB.

“Security Agreement” means the Security Agreement dated as of the date hereof, among the Loan Parties and the Collateral Agent, together with each other security agreement and security agreement supplement delivered pursuant to Section 6.12(a)(iii), as amended.

“Senior Liens” has the meaning set forth in Section 11.01(h).

“series” means, with respect to any Incremental Term Loans, all such Loans that have the same maturity date, amortization and interest rate provision and that are designated as part of such “series” pursuant to the applicable Additional Credit Extension Amendment.

“SOFR” means a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator.

“SOFR Administrator” means the NYFRB (or a successor administrator of the secured overnight financing rate).

“SOFR Administrator’s Website” means the NYFRB’s Website for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“Solvent” and “Solvency” mean, with respect to any Person on any date of determination, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person’s ability to pay such debts and liabilities as they mature, (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person’s property would constitute an unreasonably small capital, and (e) such Person is able to pay its debts and liabilities, contingent obligations and other commitments as they mature in the ordinary course of business. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

“Specified Transaction” means any Investment that results in a Person becoming a Subsidiary, any Investment constituting an acquisition of assets constituting a business unit, line of business or division of another Person or a Store or any Disposition of a business unit, line of business or division of the Borrower or a Subsidiary, in each case whether by merger, consolidation, amalgamation or otherwise, any incurrence or repayment of Indebtedness (other than Indebtedness incurred or repaid under any revolving credit facility in the ordinary course of business for working capital purposes), any Restricted Payment or Incremental Term Loan and any other transaction that by the terms of this Agreement requires such test to be calculated on a “Pro Forma Basis.”

“Store” means any retail store (which includes any real property, fixtures, equipment, inventory and other property related thereto) operated, or to be operated, by the Borrower or any Subsidiary.

“Subordinated Indebtedness” means all Indebtedness of a Loan Party that is subordinate in right of payment to any or all of the Obligations pursuant to subordination provisions reasonably acceptable to the Administrative Agent and which provide, without limitation, (a) for a maturity after the Maturity Date, (b) that such Indebtedness is unsecured, (c) that no principal payments shall be required to be made until after the Maturity Date, and (d) that interest shall accrue and be payable in cash at a market rate of interest, subject to the right of the Administrative Agent to impose a payment blockage period upon the occurrence and during the continuance of any Event of Default. In no event shall Disqualified Equity Interests be deemed Subordinated Indebtedness.

“Subsidiary” of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of Holdings.

“Subsidiary Guarantors” means collectively, all Subsidiaries of the Borrower other than (i) any CFC, (ii) any Subsidiary owned directly or indirectly by a CFC or (iii) any Domestic Subsidiary if substantially all of the assets of such Domestic Subsidiary consist of Equity Interests in one or more Foreign Subsidiaries that are CFCs.

“Supported QFC” has the meaning assigned to it in Section 11.22.

“Survey” means a survey of any Mortgaged Property (and all improvements thereon) which is (a) (i) prepared by a surveyor or engineer licensed to perform surveys in the jurisdiction where such Mortgaged Property is located, (ii) dated (or redated) not earlier than six months prior to the date of delivery thereof unless there shall have occurred within six months prior to such date of delivery any exterior construction on the site of such Mortgaged Property or any easement, right of way or other interest in the Mortgaged Property has been granted or become effective through operation of law or otherwise with respect to such Mortgaged Property which, in either case, can be depicted on a survey, in which events, as applicable, such survey shall be dated (or redated) after the completion of such construction or if such construction shall not have been completed as of such date of delivery, not earlier than 20 days prior to such date of delivery, or after the grant or effectiveness of any such easement, right of way or other interest in the Mortgaged Property, provided that with respect to any of the Mortgaged Properties described on Schedule 5.07(c) where no new construction has occurred since the most recent survey and no new encumbrances have been created since the date of such survey, a survey affidavit of no change shall satisfy the provisions of this clause (ii), (iii) certified by the surveyor (in a manner reasonably acceptable to the Administrative Agent) to the Administrative Agent, the Collateral Agent and the Title Company, (iv) complying in all respects with the minimum detail requirements of the American Land Title Association as such requirements are in effect on the date of preparation of such survey, and (v) sufficient for the Title Company to remove all standard survey exceptions from the title insurance policy (or commitment) relating to such Mortgaged Property and issue the endorsements of the type required by Section 6.12, or (b) otherwise acceptable to the Collateral Agent.

“Swap Contract” means any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement.

“Swap Obligation” means, with respect to any Loan Party, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act.

“Swap Termination Value” means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

“Swedish Credit Facility” means the Master Credit Agreement, dated March 18, 2019, between Elfa International AB and Nordea Bank Abp, filial i Sverige, including any related notes, guarantees and collateral documents executed in connection therewith, and in each case as amended, restated, modified, refinanced, renewed, refunded, restructured or replaced in any manner.

“Swedish Pledge Agreement” means the Share Pledge Agreement, dated as of the date hereof, between the Borrower as pledgor and the Collateral Agent.

“Synthetic Debt” means, with respect to any Person as of any date of determination thereof, all obligations of such Person in respect of transactions entered into by such Person that are intended to function primarily as a borrowing of funds (including any minority interest transactions that function primarily as a borrowing) but are not otherwise included in the definition of “Indebtedness” or as a liability on the Consolidated balance sheet of such Person and the Subsidiaries in accordance with GAAP.

“Synthetic Lease Obligation” means the monetary obligation of a Person under an agreement for the use or possession of property (including sale and leaseback transactions), in each case, creating obligations that do not appear on the balance sheet of such Person but which, upon the application of any Debtor Relief Laws to such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

“Taxes” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Term Benchmark” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Term SOFR Rate.

“Term Benchmark Loans” means a Loan that bears interest based on the Term SOFR Rate.

“Term Loans” means, individually or collectively as the context may require, First-Out Term Loans, Second-Out Term Loans, and Incremental Term Loans.

“Term Priority Collateral” has the meaning specified in the Intercreditor Agreement.

“Term SOFR Determination Day” has the meaning assigned to it under the definition of Term SOFR Reference Rate.

“Term SOFR Rate” means, with respect to any Term Benchmark Borrowing and for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 5:00 a.m., New York time, two (2) U.S. Government Securities Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the CME Term SOFR Administrator.

“Term SOFR Reference Rate” means, for any day and time (such day, the “Term SOFR Determination Day”), and for any tenor comparable to the applicable Interest Period, the rate per annum published by the CME Term SOFR Administrator and identified by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the “Term SOFR Reference Rate” for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then, so long as such day is otherwise a U.S. Government Securities Business Day, the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long

as such first preceding U.S. Government Securities Business Day is not more than five (5) U.S. Government Securities Business Days prior to such Term SOFR Determination Day.

“Title Company” means any title insurance company as shall be retained by the Borrower and reasonably acceptable to the Collateral Agent.

“Total Debt” means, at any date of determination (i) the aggregate principal amount of Indebtedness (other than contingent Indebtedness of the type described in clause (b) of the definition of “Indebtedness” and obligations under Swap Contracts permitted by Section 7.02(a)(except to the extent any such Swap Contract has terminated)) of Holdings and its Subsidiaries outstanding as of such date, in the amount that would be reflected on a balance sheet prepared as of such date on a Consolidated basis in accordance with GAAP less (ii) the aggregate amount of unrestricted cash and Cash Equivalents of Holdings and its Subsidiaries on such date.

“Total Outstandings” means, on any date, the aggregate outstanding amount of all Loans, after giving effect to any borrowings or repayments of Loans occurring on such date.

“Transaction” means, collectively, (a) the execution of the ABL Facility and the lending of Loans thereunder, (b) the entering into the Loan Documents by the Loan Parties and their applicable Subsidiaries, (c) the termination and repayment of all Indebtedness under the Borrower’s ABL DIP Facility, (d) refinance all Indebtedness under the Borrower’s Existing DIP Facility, (e) the consummation of any other transactions in connection with the foregoing, including, without limitation, the consummation of the Approved Plan of Reorganization and (f) the payment of the fees and Transaction Expenses.

“Transaction Expenses” means fees and expenses incurred in connection with the closing of this Agreement, the ABL Facility and the use of proceeds thereof.

“Transaction Support Agreement” means that certain Transaction Support Agreement (including all exhibits, schedules and attachments thereto), dated as of December 21, 2024 (as may be amended, supplemented, amended and restated or otherwise modified from time to time in accordance with the terms thereof), by and among the Chapter 11 Debtors and the Consenting Stakeholders (as defined therein).

“Treasury Rate” means with respect to any date of prepayment, the rate per annum equal to the yield to maturity at the time of computation of the United States Treasury securities with a constant maturity as compiled and published in the most recent Federal Reserve Statistical Release H 15 (519) (or is obtainable from the Federal Reserve System’s Data Download Program as of the date of such H.15) that has become publicly available at least two Business Days prior to the date of delivery of the prepayment notice with respect to such date of prepayment (or, if such Statistical Release is no longer published, any publicly available source that is typically relied upon by similar market participants of similar market data selected by the Borrower in good faith) most nearly equal to the period from such date of prepayment to the five year anniversary of the Closing Date; provided, that, if the period from the date of prepayment to the five year anniversary of the Closing Date is not nearly equal to the constant maturity of a United States Treasury security for which a weekly average yield is given, the Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the period from the date of prepayment to the five year anniversary of the Closing Date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

“Type” means, with respect to a Loan, its character as a Base Rate Loan or a Term Benchmark Loan.

“UCC” means the Uniform Commercial Code as in effect in the State of New York; provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral or the availability of any remedy under the Loan Documents is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, “UCC” means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection, priority or availability of such remedy.

“UK Financial Institution” means any BRRD Undertaking (as such term is defined in the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling with IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“UK Resolution Authority” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“Unadjusted Benchmark Replacement” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“Unfunded Pension Liability” means the excess of a Pension Plan’s benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Pension Plan’s assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to Section 412 of the Code for the applicable plan year.

“United States” and “U.S.” mean the United States of America.

“USA PATRIOT Act” means The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Public Law No. 107-56 (signed into law October 26, 2001)), as amended or modified from time to time.

“U.S. Government Securities Business Day” means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“U.S. Special Resolution Regimes” has the meaning assigned to it in Section 11.22.

“U.S. Tax Compliance Certificate” has the meaning specified in Section 3.01(e)(iii).

“Write-Down and Conversion Powers” means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right

has been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary of those powers.

“Yield” for any Indebtedness on any date of determination will be the internal rate of return on any Loan determined by the Administrative Agent utilizing (a) the greater of (i) if applicable, any Floor applicable to such Loan on such date and (ii) the forward Term SOFR Rate curve (calculated on a quarterly basis) as calculated by the Administrative Agent in accordance with its customary practice during the period from such date to the final maturity date of such Indebtedness; (b) the Applicable Margin for such Loan on such date; and (c) the issue price of such Loan (after giving effect to any original issue discount or upfront fees paid to the market in respect of such Indebtedness (converted to interest margin based on an assumed four year weighted average life) but excluding customary arranger, underwriting, structuring, syndication or other fees not paid to the lenders providing such Indebtedness generally).

1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise, (i) any definition of or reference to any Law, agreement, instrument or other document (including any Organization Document) shall be construed as referring to such Law, agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (iii) the words “herein,” “hereof” and “hereunder,” and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Preliminary Statements, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Preliminary Statements, Exhibits and Schedules to the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. “Knowledge” shall mean the actual knowledge of a Responsible Officer of the Borrower after reasonable investigation.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding”; and the word “through” means “to and including.”

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

1.03 Accounting Terms. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other

financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements, except as otherwise specifically prescribed herein.

1.04 Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.05 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to New York City time (daylight or standard, as applicable).

1.06 Senior Debt. The Loans and other Obligations are hereby designated as “Senior Debt” and “Designated Senior Debt” (or other similar terms) for all purposes of any Subordinated Indebtedness.

1.07 Available Amount Transactions. If more than one action occurs on any given date the permissibility of the taking of which is determined hereunder by reference to the amount of the Available Amount immediately prior to the taking of such action, the permissibility of the taking of each such action shall be determined independently and in no event may any two or more such actions be treated as occurring simultaneously, *i.e.*, each transaction must be permitted under the Available Amount as so calculated.

1.08 Pro Forma Calculations.

(a) Notwithstanding anything to the contrary herein, the Consolidated Leverage Ratio shall be calculated in the manner prescribed by this Section 1.08; provided that, notwithstanding anything to the contrary in clauses (b), (c) or (d) of this Section 1.08, when calculating the Consolidated Leverage Ratio for purposes of Section 2.03(b)(i), the events described in this Section 1.08 that occurred subsequent to the end of the applicable Measurement Period shall not be given pro forma effect.

(b) For purposes of calculating the Consolidated Leverage Ratio, Specified Transactions (and the incurrence or repayment of any Indebtedness in connection therewith) that have been made (i) during the applicable Measurement Period or (ii) subsequent to such Measurement Period and prior to or simultaneously with the event for which the calculation of any such ratio is made shall be calculated on a pro forma basis assuming that all such Specified Transactions (and any increase or decrease in Consolidated EBITDA and the component financial definitions used therein attributable to any Specified Transaction) had occurred on the first day of the applicable Measurement Period. If since the beginning of any applicable Measurement Period any Person that subsequently became a Subsidiary or was merged, amalgamated or consolidated with or into the Borrower or any of its Subsidiaries since the beginning of such Measurement Period shall have made any Specified Transaction that would have required adjustment pursuant to this Section 1.08, then the Consolidated Leverage Ratio shall be calculated to give pro forma effect thereto in accordance with this Section 1.08.

(c) Whenever pro forma effect is to be given to a Specified Transaction, the pro forma calculations shall be made in good faith by a responsible financial or accounting officer of the Borrower and may include, for the avoidance of doubt, the amount of cost savings and synergies projected by the Borrower in good faith to be realized as a result of specified actions taken, committed to be taken or expected to be taken (calculated on a pro forma basis as though such cost savings and synergies had been

realized on the first day of such period and as if such cost savings and synergies were realized during the entirety of such period) relating to such Specified Transaction, net of the amount of actual benefits theretofore realized during such period from such actions; provided that (A) such amounts are reasonably identifiable, quantifiable and supportable in the good faith judgment of the Borrower, (B) such actions are taken, committed to be taken or expected to be taken no later than twelve (12) months after the date of such Specified Transaction, (C) no amounts shall be added pursuant to this clause (c) to the extent duplicative of any amounts that are otherwise added back in computing Consolidated EBITDA, whether through a pro forma adjustment or otherwise, with respect to such period and (D) the aggregate amount of cost savings and synergies added pursuant to this clause (c) for any such period after the Closing Date shall not exceed 10% of Consolidated EBITDA for such Measurement Period (giving pro forma effect to the relevant Specified Transaction (but not to any cost savings or synergies)).

(d) In the event that the Borrower or any Subsidiary incurs (including by assumption or guarantees) or repays (including by redemption, repayment, retirement or extinguishment) any Indebtedness included in the calculations of the Consolidated Leverage Ratio, as the case may be (in each case, other than Indebtedness incurred or repaid under any revolving credit facility in the ordinary course of business for working capital purposes), (i) during the applicable Measurement Period or (ii) subsequent to the end of the applicable Measurement Period and prior to or simultaneously with the event for which the calculation of any such ratio is made, then the Consolidated Leverage Ratio shall be calculated giving pro forma effect to such incurrence or repayment of Indebtedness, to the extent required, as if the same had occurred on the last day of the applicable Measurement Period.

1.09 Interest Rates; Benchmark Notification. The interest rate on a Loan denominated in dollars may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 3.03(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or replacement rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE II THE COMMITMENTS AND BORROWINGS

2.01 The Loans.

(a) First-Out Term Loans. Subject to the terms and conditions hereof, on the Closing Date, each Lender with a First-Out Term Loan Commitment severally and not jointly agrees to make a

First-Out Term Loan denominated in Dollars to the Borrower in the aggregate principal amount equal to the amount of such Lender's First-Out Term Loan Commitment by an exchange of its First-Out DIP Term Loans [and accrued and unpaid interest in respect thereof], in accordance with Section 2.01(c) below. Upon such exchange, the First-Out Term Loan Commitment of such Lender shall terminate.

(b) Second-Out Term Loans. Subject to the terms and conditions hereof, on the Closing Date, each Lender with a Second-Out Term Loan Commitment severally and not jointly agrees to make a Second-Out Term Loan denominated in Dollars to the Borrower in the aggregate principal amount equal to the amount of such Lender's Second-Out Term Loan Commitment by an exchange of its Second-Out DIP Term Loans [and accrued and unpaid interest in respect thereof], in accordance with Section 2.01(c) below. Upon such exchange, the Second-Out Term Loan Commitment of such Lender shall terminate.

(c) [On the Closing Date and subject to the satisfaction of the conditions precedent set forth in Section 4.01 hereof, pursuant to the terms of the Plan of Reorganization and Confirmation Order, each Lender shall be deemed to have exchanged on a dollar-for-dollar basis, pro rata among all applicable Lenders in accordance with their First-Out DIP Term Loans and Second-Out DIP Term Loans, First-Out DIP Term Loans and Second-Out DIP Term Loans into the First-Out Term Loans and Second-Out Term Loans, respectively, to be made by such Lender hereunder. The Borrower may not reborrow any portion of the Term Loans once repaid or prepaid.]

(d) Each Lender having an Incremental Term Loan Commitment severally agrees, subject to the terms and conditions and relying upon the representations and warranties set forth herein and in the applicable Additional Credit Extension Amendment, to make Incremental Term Loans to the Borrower, in an aggregate principal amount not to exceed its Incremental Term Loan Commitment. Each Incremental Term Borrowing shall consist of Incremental Term Loans made simultaneously by the applicable Incremental Term Lenders in accordance with their respective Incremental Term Loan Commitments.

(e) Amounts borrowed under this Section 2.01 and repaid or prepaid may not be reborrowed. Loans may be Base Rate Loans or Term Benchmark Loans as further provided herein. The failure of any Lender to make any Loan shall neither relieve any other Lender of its obligation to fund its Loan in accordance with the provisions of this Agreement nor increase the obligation of any such other Lender.

2.02 Borrowings, Conversions and Continuations of Loans.

(a) Each Borrowing, each conversion of Loans from one Type to the other, and each continuation of Term Benchmark Loans shall be made upon the Borrower's irrevocable delivery to the Administrative Agent of a Committed Loan Notice, appropriately completed and signed by a Responsible Officer of the Borrower. Each such notice must be received by the Administrative Agent not later than 1:00 p.m. (i) in the case of a Term Benchmark Borrowing, three U.S. Government Securities Business Days prior to the requested date of any Borrowing of, conversion to or continuation of Term Benchmark Loans or of any conversion of Term Benchmark Loans to Base Rate Loans, and (ii) one Business Day prior to the requested date of the Borrowing of Base Rate Loans (except that the notice of the Borrowing of Loans on the Closing Date may be provided one Business Day prior to the Closing Date). The Borrowing of, conversion to or continuation of Term Benchmark Loans shall be in a principal amount of \$2.0 million or a whole multiple of \$1.0 million in excess thereof (or such amount as is the remainder of the applicable Loan). The Borrowing of or conversion to Base Rate Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof (or such amount as is the remainder of the applicable Loan). Each Committed Loan Notice shall specify (i) the requested date of the Borrowing (which shall be a Business Day), (ii) the principal amount of Loans to be borrowed, (iii) the Class of

Loans to which such notice relates, (iv) the Type of Loans to be borrowed, and (v) if applicable, the duration of the Interest Period with respect thereto. Each Conversion/Continuation Notice shall specify the Class of Loans to which such notice relates and (i) whether the Borrower is requesting a conversion of Loans from one Type to the other, or a continuation of Term Benchmark Loans, (ii) the requested date of the conversion or continuation (which shall be a Business Day), (iii) the principal amount of Loans to be converted or continued, (iv) if applicable, the Type of Loans to which existing Loans are to be converted, and (v) if applicable, the duration of the Interest Period with respect thereto. If the Borrower fails to specify a Type of Loan in a Committed Loan Notice or if the Borrower fails to give a timely notice of a conversion or continuation in a Conversion/Continuation Notice, then the Loans shall be made as, or converted to, Base Rate Loans. Any such automatic conversion to Base Rate Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Term Benchmark Loans. If the Borrower requests a Borrowing of Term Benchmark Loans in any such Committed Loan Notice or a conversion to or continuation of Term Benchmark Loans in a Conversion/Continuation Notice, but fails to specify an Interest Period, the Borrower will be deemed to have specified an Interest Period of one month.

(b) Following receipt of a Committed Loan Notice by the Administrative Agent, the Administrative Agent shall promptly notify each applicable Lender of the amount of its share of such Loan (based on the respective Commitments of the Lenders of the applicable Class) with respect to the Loans referred to in such Committed Loan Notice, and if no timely notice of a conversion or continuation in a Conversion/Continuation Notice is provided by the Borrower, the Administrative Agent shall notify each such Lender of the details of any automatic conversion to Base Rate Loans described in Section 2.02(a). Each applicable Lender shall make the amount of its Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 1:00 p.m. on the Business Day specified in the applicable Committed Loan Notice. Upon satisfaction of the conditions set forth in Section 4.01 (or, if such Borrowing is an Incremental Term Borrowing, the conditions set forth in the applicable Additional Credit Extension Amendment and Section 2.12), the Administrative Agent shall use reasonable efforts to make all funds so received available to the Borrower in like funds on the day of receipt by the Administrative Agent either by wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower.

(c) Except as otherwise provided herein, a Term Benchmark Loan may be continued or converted only on the last day of an Interest Period for such Term Benchmark Loan. During the existence of an Event of Default, no Loans may be requested as, converted to or continued as Term Benchmark Loans without the consent of the Required Lenders.

(d) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any Interest Period for Term Benchmark Loans upon determination of such interest rate. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Borrower and the Lenders of any change in the calculation of the Prime Rate used in determining the Base Rate promptly following the public announcement of such change.

(e) After giving effect to all Borrowings, all conversions of Loans from one Type to the other, and all continuations of Loans as the same Type, there shall not be more than ten (10) Interest Periods in effect with respect to all Loans.

2.03 Prepayment.

(a) Optional. The Borrower may, upon notice to the Administrative Agent, at any time or from time to time voluntarily prepay any Borrowing. All voluntary prepayments shall be applied first towards repayment of any outstanding First-Out Term Loans and then, following payment in full of

the First-Out Term Loans, to the repayment of the Second-Out Term Loans, in each case on a *pro rata* basis; provided, however, that (i) such notice must be received by the Administrative Agent not later than 1:00 p.m. (A) three Business Days prior to any date of prepayment of Term Benchmark Loans and (B) one Business Day prior to any date of prepayment of Base Rate Loans, (ii) any prepayment of Term Benchmark Loans shall be in a principal amount of \$2.0 million or a whole multiple of \$1.0 million in excess thereof, or in each case, if less, the entire principal amount thereof then outstanding and (iii) any prepayment of Base Rate Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess, or in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment, the Type(s) of Loans to be prepaid and, if Term Benchmark Loans are to be prepaid, the Interest Period(s) of such Loans. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's share of such prepayment (which shall be based on the respective principal amounts of Loans of the applicable Class held by each Lender). If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein except that, subject to Section 3.05, any such notice in connection with a refinancing of all Loans may be conditioned upon obtaining the proceeds of a new financing. Any prepayment of a Term Benchmark Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 3.05. Optional prepayments of the Loans of any Class shall be applied against the remaining scheduled installments of principal due in respect of the Loans of such Class as directed by the Borrower (or, if the Borrower shall fail to provide such direction, in direct order of maturity against the remaining scheduled installments due in respect of the Loans and Other Term Loans under Section 2.05).

(b) Mandatory.

(i) Within five Business Days after financial statements have been (or were required to have been) delivered pursuant to Section 6.01(a) and the related Compliance Certificate has been (or is required to have been) delivered pursuant to Section 6.02(a), the Borrower shall prepay an aggregate principal amount of Loans equal to the excess (if any) of (A) 50% of Excess Cash Flow for the Fiscal Year of Holdings (commencing with the Fiscal Year ending [March 29, 2026]) covered by (or which would have been covered by) such financial statements over (B) the aggregate principal amount of Loans prepaid or repaid pursuant to Section 2.03(a) or Section 2.05 during the Fiscal Year of Holdings covered by (or which would have been covered by) such financial statements or in the subsequent Fiscal Year prior to the date of any required payment pursuant to this Section 2.03(b)(i), except (x) with respect to any prepayments or repayments pursuant to Section 2.03(a), to the extent such prepayments or repayments occurred in connection with a refinancing of such Loans with other Indebtedness (such prepayments to be applied as set forth in clause (b)(v) below), (y) with respect to any prepayments or repayments pursuant to Section 2.05 that were made with the proceeds of loans under the ABL Facility (the "ABL Proceeds Loans"), to the extent such ABL Proceeds Loans have not been repaid (or been repaid with a refinancing of such Loans with other Indebtedness) on or prior to the last day of Holdings' Fiscal Year ending [March 28, 2026] or (z) if an amount is deducted pursuant to a payment made in a subsequent Fiscal Year, the same amount may not be deducted in the calculation of Excess Cash Flow in the subsequent Fiscal Year.

(ii) If the Borrower or any of its Subsidiaries Disposes of any property (other than (i) with respect only to the ABL Priority Collateral, such portion of the Net Cash Proceeds that are then required to be paid to the lenders under the ABL Facility and (ii) any Disposition of any property permitted by Section 7.05(a), (b), (c), (d), (e), (g), (i) or (j)) which results in the realization by such Person of Net Cash Proceeds, the Borrower shall prepay an aggregate principal amount of Loans equal to 100% of such Net Cash Proceeds promptly (and in any event within ten Business Days) following receipt thereof by such Person (such prepayments to be applied as set forth in clause (iv) below); provided, however, that

so long as no Event of Default shall have occurred and be continuing, the Borrower or any other Subsidiary may reinvest all or any portion of such Net Cash Proceeds in the business of the Borrower or the Subsidiaries (including acquisitions permitted under Section 7.03(h) and inventory) so long as (A) within ten Business Days of receiving such Net Cash Proceeds the Borrower shall have delivered a certificate to the Administrative Agent stating that such Person intends to reinvest all or any portion of such Net Cash Proceeds in such assets, (B) within 365 days after the receipt of such Net Cash Proceeds, the Borrower shall have entered into a binding commitment to reinvest such proceeds as provided above, and (C) such Net Cash Proceeds are reinvested within 180 days of the date such commitment is entered into (as certified by the Borrower in writing to the Administrative Agent); provided, further, however, that (A) if the property subject to such Disposition constituted Collateral under the Collateral Documents, then all property purchased with the Net Cash Proceeds thereof pursuant to this subsection shall be made subject to the Lien of the applicable Collateral Documents in favor of the Collateral Agent, for its benefit and for the benefit of the other Secured Parties in accordance with Section 6.12, and (B) pending reinvestment, any Net Cash Proceeds in respect of Term Priority Collateral in excess of \$5.0 million shall be segregated from other funds of the Borrower and its Subsidiaries in a deposit account subject to a control agreement in favor of the Collateral Agent; and provided, further, however, that any Net Cash Proceeds not so reinvested within the time periods specified above shall be immediately applied to the prepayment of the Loans as set forth in this Section 2.03(b)(ii).

(iii) Upon the incurrence or issuance by Borrower or any of its Subsidiaries of any Indebtedness not permitted to be incurred or issued pursuant to Section 7.02, the Borrower shall prepay an aggregate principal amount of Loans equal to 100% of all Net Cash Proceeds received therefrom promptly (and in any event within one week) following receipt thereof by such Person (such prepayments to be applied as set forth in clause (v) below).

(iv) Upon any Extraordinary Receipt being received by or paid to or for the account of Borrower or any of its Subsidiaries, and not otherwise included in clause (ii) of this Section 2.03(b), the Borrower shall prepay an aggregate principal amount of Loans equal to 100% of all Net Cash Proceeds received therefrom promptly (and in any event within ten Business Days) following receipt thereof by such Person (such prepayments to be applied as set forth in clause (v) below); provided, however, that with respect to any proceeds of insurance and condemnation awards (or payments in lieu thereof), and so long as no Event of Default shall have occurred and be continuing, such Person may apply such Net Cash Proceeds to replace or repair the equipment, fixed assets or real property in respect of which such Net Cash Proceeds were received or to invest in assets that the Borrower determines in good faith are used or useful in the business of the Borrower or the Subsidiaries (including acquisitions permitted under Section 7.03(h) and inventory) so long as (A) within ten Business Days of receiving such Net Cash Proceeds the Borrower shall have delivered a certificate to the Administrative Agent stating that such Person intends to reinvest all or such portion of such Net Cash Proceeds to replace or repair the equipment, fixed assets or real property in respect of which such cash proceeds were received or to invest in such assets, (B) within 365 days after the receipt of such Net Cash Proceeds, the Borrower shall have entered into a binding commitment to reinvest such proceeds to replace or repair equipment, fixed assets or real property or to invest in such assets, and (C) such Net Cash Proceeds are so used within 180 days of the date such commitment is entered into (as certified by the Borrower in writing to the Administrative Agent); provided, further, however, that (A) if the property subject to such Extraordinary Receipt constituted Collateral under the Collateral Documents, then all property purchased with the Net Cash Proceeds thereof pursuant to this subsection shall be made subject to the Lien of the applicable Collateral Documents in favor of the Collateral Agent, for its benefit and for the benefit of the other Secured Parties in accordance with Section 6.12 and (B) pending reinvestment, any Net Cash Proceeds in respect of Term Priority Collateral in excess of \$5.0 million shall be segregated from the other funds of Holdings and its Subsidiaries in a deposit account subject to a control agreement in favor of the Collateral Agent; provided, further, however, that any cash

proceeds not so applied shall be immediately applied to the prepayment of the Loans as set forth in this Section 2.03(b)(iv).]⁶

(v) Each prepayment of Loans pursuant to the foregoing provisions of this Section 2.03(b) shall be applied (x) first, to the First-Out Term Loans (including the principal and interest owed thereon), until repaid in full and (y) then, to the Second-Out Term Loans, until repaid in full, in each case, on a *pro rata* basis.

Notwithstanding any of the other provisions of clauses (i), (ii), or (iv) of this Section 2.03(b), so long as no Default under Section 8.01(a) or Section 8.01(f) or Event of Default shall have occurred and be continuing, if, on any date on which a prepayment would otherwise be required to be made pursuant to clauses (i), (ii), or (iv) of this Section 2.03(b), the aggregate amount of Net Cash Proceeds required by such clause to be applied to prepay Loans on such date is less than or equal to \$5.0 million, the Borrower may defer such prepayment until the first date on which the aggregate amount of Net Cash Proceeds or other amounts otherwise required under clause (i), (ii), or (iv) of this Section 2.03(b) to be applied to prepay Loans exceeds \$5.0 million. Upon the occurrence of a Default under Section 8.01(a) or Section 8.01(f) or an Event of Default during any such deferral period, the Borrower shall immediately prepay the Loans in the amount of all Net Cash Proceeds received by the Borrower and other amounts, as applicable, that are required to be applied to prepay Loans under this Section 2.03(b) (without giving effect to the first sentence of this clause (v)) but which have not previously been so applied. Any prepayment of a Term Benchmark Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amount required pursuant to Section 3.05.

(vi) The Borrower shall deliver to the Required Lenders, (x) at the time of each prepayment required under this Section 2.03(b), a certificate signed by a Responsible Officer of the Borrower setting forth in reasonable detail the calculation of the amount of such prepayment and (y) to the extent practicable, at least three days' prior written notice of such prepayment. Each notice of prepayment shall specify the prepayment date, the Type of each Loan being prepaid and the principal amount of each Loan (or portion thereof) to be prepaid.

(c) The prepayments of the Loans pursuant to Section 2.03(b)(i), (ii) or (iv), to the extent the Net Cash Proceeds giving rise to the requirement to make a prepayment pursuant to one of such clauses are generated by a Foreign Subsidiary, shall be subject to (x) permissibility under local law relating to financial assistance, corporate benefit, restrictions on upstreaming of cash intra-group and the fiduciary and statutory duties of the directors of such Foreign Subsidiary and (y) restrictions in its material organizational documents and in agreements governing Indebtedness of such Foreign Subsidiary (including as a result of minority ownership) (each restriction referred to in clauses (i) and (ii), a "Restriction"). Further, there will be no requirement to make any such prepayment where a Responsible Officer of the Borrower delivers a certificate to the Administrative Agent stating that it would incur a material tax liability by doing so, including a material deemed dividend pursuant to Section 956 of the Internal Revenue Code. The non-application and nonpayment of any prepayment amounts pursuant to Sections 2.03(b)(i), (ii) or (iv) as a consequence of this Section 2.03(c) will not, for the avoidance of doubt, constitute a Default or an Event of Default, and such prepayment amounts shall be available for working capital purposes of Borrower and its Subsidiaries as long as not required to be prepaid in accordance with the following provisions. Borrower and its Subsidiaries will use and shall procure that any of their Subsidiaries will use commercially reasonable efforts to overcome or eliminate any Restrictions and/or minimize any such costs of prepayment and/or use the other cash resources of Borrower and its Subsidiaries (subject to

⁶ NTD: Subject to continued review.

the considerations above) to make the relevant prepayment. If at any time within one year of a prepayment being forgiven due to a Restriction, such Restriction is removed, any relevant proceeds will at the end of the then current Interest Period (or, if Base Rate Loans are then outstanding, immediately) be applied in accordance with the applicable prepayment provision above (net of any reasonable costs, expenses or taxes incurred by Borrower and its Subsidiaries and arising exclusively as a result of compliance with the preceding sentence).

(d) In the event that an Applicable Premium Event occurs, the Borrowers shall pay the Applicable Premium in respect of Term Loans subject to such Applicable Premium Event to the Administrative Agent, for the ratable account of each of the Lenders.

Notwithstanding anything to the contrary in this Agreement or any other Loan Document, it is understood and agreed that if an Applicable Premium Event occurs, the Applicable Premium, if any, determined as of the date of such acceleration will also be due and payable and will be treated and deemed as though the Loans were prepaid as of such date and shall constitute part of the Obligations for all purposes herein. Any Applicable Premium payable in accordance with this Section 2.03(d) shall be presumed to be equal to the liquidated damages sustained by the Lenders as the result of the occurrence of the prepayment date, and the Borrowers and Guarantors agree that it is reasonable under the circumstances currently existing. The Applicable Premium shall also be payable in the event the Obligations (and/or this Agreement) are satisfied or released by foreclosure (whether by power of judicial proceeding, deed in lieu of foreclosure or by any other means). THE BORROWERS AND GUARANTORS EXPRESSLY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE FOREGOING APPLICABLE PREMIUM IN CONNECTION WITH ANY SUCH ACCELERATION. The Borrowers and Guarantors expressly agree that (i) the Applicable Premium is reasonable and the product of an arm's length transaction between sophisticated business people, ably represented by counsel, (ii) the Applicable Premium shall be payable notwithstanding the then prevailing market rates at the time payment is made, (iii) there has been a course of conduct between Lenders and the Loan Parties giving specific consideration in this transaction for such agreement to pay the Applicable Premium, (iv) the Loan Parties shall be estopped hereafter from claiming differently than as agreed to in this Section 2.03(d), (v) their agreement to pay the Applicable Premium is a material inducement to the Lenders to provide the Commitments and make the Loans, and (vi) the Applicable Premium represents a good faith, reasonable estimate and calculation of the lost profits or damages of the Lenders and that it would be impractical and extremely difficult to ascertain the actual amount of damages to the Lenders or profits lost by the Lenders as a result of such prepayment date.

2.04 Termination or Reduction of Commitments.

(a) Each Lender's First-Out Term Loan Commitments shall be permanently reduced on a dollar-for-dollar basis by the aggregate principal amount of any First-Out Term Loans made by such Lender in accordance with Section 2.01(a) in respect of such applicable First-Out Term Loan Commitments.

(b) Each Lender's Second-Out Term Loan Commitments shall be permanently reduced on a dollar-for-dollar basis by the aggregate principal amount of any Second-Out Term Loans made by such Lender in accordance with Section 2.01(b) in respect of such applicable Second-Out Term Loan Commitments.

2.05 Repayment of Loans.

The Borrower shall repay to the Administrative Agent for the ratable account of each Lender on the Maturity Date, the entire outstanding principal amount of, and all accrued but unpaid interest on, the Loan and all other Obligations then due and payable (of any).

2.06 Interest.

(a) Subject to the provisions of Section 2.06(d), (i) each Loan which is a Term Benchmark Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the Term SOFR Rate for such Interest Period plus the Applicable Margin and (ii) each Loan which is a Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Margin.

(b) With respect to the First-Out Term Loans, prior to the occurrence of the Cash Pay Trigger, interest accrued on the First-Out Term Loans at the First-Out Term Loan PIK Margin shall be paid “in kind” on each First-Out Term Loan Interest Payment Date (other than the Maturity Date or any prepayment thereof) applicable thereto by capitalizing and adding such amount to (and thereby increasing) the principal amount of the First-Out Term Loans outstanding on such First-Out Term Loan Interest Payment Date (it being understood that such interest paid “in kind” shall be capitalized on such First-Out Term Loan Interest Payment Date and when so capitalized shall constitute principal of the First-Out Term Loans for all purposes hereunder, including accruing interest and other payments on First-Out Term Loans) and the remaining interest payable on such First-Out Term Loans Interest Payment Date shall be paid in cash. Notwithstanding the foregoing, the Borrower may elect to pay all or a portion of interest accrued on the First-Out Term Loans at the First-Out Term Loan PIK Margin in cash (and not “in kind”) on any First-Out Term Loan Interest Payment Date by delivering a written notice to the Administrative Agent in substantially the form of Exhibit K hereto (a “Cash Pay Notice”), no later than five (5) Business Days prior to such First-Out Term Loan Interest Payment Date. Each Cash Pay Notice shall specify the amount of the interest accrued on the applicable First-Out Term Loan Interest Payment Date which was to be paid “in kind” that the Borrower is electing to pay in cash. Any Cash Pay Notice provided to the Administrative Agent shall apply only to the First-Out Term Loan Interest Payment Date specified therein, and not to any subsequent First-Out Term Loan Interest Payment Date, unless a Cash Pay Notice is delivered in accordance herewith for such subsequent First-Out Term Loan Interest Payment Date. Notwithstanding the foregoing, upon satisfaction of the Cash Pay Trigger all accrued and unpaid interest with respect to the First-Out Term Loans (including if accrued prior to the occurrence of the Cash Pay Trigger) shall be paid in cash.

(c) With respect to the Second-Out Term Loans, interest accrued on the Second-Out Term Loans at the Second-Out Term Loan PIK Margin shall be paid “in kind” on each Second-Out Term Loan Interest Payment Date (other than the Maturity Date or any prepayment thereof) applicable thereto by capitalizing and adding such amount to (and thereby increasing) the principal amount of the Second-Out Term Loans outstanding on such Second-Out Term Loan Interest Payment Date (it being understood that such interest paid “in kind” shall be capitalized on such Second-Out Term Loan Interest Payment Date and when so capitalized shall constitute principal of the Second-Out Term Loans for all purposes hereunder, including accruing interest and other payments on Second-Out Term Loans) and the remaining interest payable on such Second-Out Term Loans Interest Payment Date shall be paid in cash; provided, that, with the prior written consent of the Required Lenders, all accrued interest with respect to the Second-Out Term Loans may be paid “in kind” (“Second-Out PIK Election”). Notwithstanding the foregoing, the Borrower may elect to pay all or a portion of the accrued on the Second-Out Term Loans at the Second-Out Term Loan PIK Margin in cash (and not “in kind”) on any Second-Out Term Loan Interest Payment Date by delivering a Cash Pay Notice to the Administrative Agent in substantially the form of Exhibit K hereto, no

later than five (5) Business Days prior to such Second-Out Term Loan Interest Payment Date. Each Cash Pay Notice shall specify the amount of the interest accrued on the applicable Second-Out Term Loan Interest Payment Date which was to be paid “in kind” that the Borrower is electing to pay in cash. Any Cash Pay Notice provided to the Administrative Agent shall apply only to the Second-Out Term Loan Interest Payment Date specified therein, and not to any subsequent Second-Out Term Loan Interest Payment Date, unless a Cash Pay Notice is delivered in accordance herewith for such subsequent Second-Out Term Loan Interest Payment Date.

(d) If any amount owed under this Agreement is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(e) Interest on each Loan shall be due and payable in arrears on each First-Out Term Loan or Second-Out Term Loan Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

2.07 Fees. The Borrower shall pay to the Administrative Agent for their own respective account fees in the amounts and at the times specified in the Administrative Agent Fee Letter. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

2.08 Computation of Interest and Fees. All computations of interest for Base Rate Loans when the Base Rate is determined by the Administrative Agent’s “prime rate” shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.10(a), bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

2.09 Evidence of Debt. The Loans made by each Lender shall be evidenced by one or more accounts or records maintained by the Administrative Agent in the ordinary course of business. In addition, each Lender may record in such Lender’s internal records an appropriate notation evidencing the date and amount of each Loan from such Lender, each payment and prepayment of principal of any such Loan, and each payment of interest, fees and other amounts due in connection with the Obligations due to such Lender. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive, absent manifest error, of the amount of the Loans made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender’s Loans (in addition to such Lender’s accounts or records). Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto. Upon

receipt of an affidavit of a Lender as to the loss, theft, destruction or mutilation of such Lender's Note and upon cancellation of such Note, the Borrower will issue, in lieu thereof, a replacement Note in favor of such Lender, in the same principal amount thereof and otherwise of like tenor.

2.10 Payments Generally; Administrative Agent's Clawback.

(a) General. All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars and in immediately available funds not later than 1:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its share of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 1:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of Loans that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or in the case of a Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation plus any administrative processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Loans. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the time at which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the NYFRB Rate.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the Borrowing set forth in Article IV are not satisfied or waived in accordance with the terms hereof or thereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Loans and to make payments pursuant to Section 11.04(c) are several and not joint. The failure of any Lender to make any Loan or to make any payment under Section 11.04(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan or to make its payment under Section 11.04(c).

(e) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

(f) Insufficient Funds. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) first, toward payment of interest and fees in respect of the First-Out Term Loan then due hereunder, ratably among the parties entitled, third (ii) second, toward payment of principal in respect of the First-Out Term Loans then due hereunder, ratably among the parties entitled thereto, (iii) third, towards payment of interest and fees in respect of the Second-Out Term Loan then due hereunder, ratably among the parties entitled and (iv) fourth, toward payment of principal in respect of the Second-Out Term Loans then due hereunder, ratably among the parties entitled thereto.

2.11 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of (a) Obligations due and payable to such Lender hereunder and under the other Loan Documents at such time in excess of its ratable share (according to the proportion of (i) the amount of such Obligations due and payable to such Lender at such time to (ii) the aggregate amount of the Obligations due and payable to all Lenders hereunder and under the other Loan Documents at such time) of payments on account of the Obligations due and payable to all Lenders hereunder and under the other Loan Documents at such time obtained by all the Lenders at such time or (b) Obligations owing (but not due and payable) to such Lender hereunder and under the other Loan Documents at such time in excess of its ratable share (according to the proportion of (i) the amount of such Obligations owing (but not due and payable) to such Lender at such time to (ii) the aggregate amount of the Obligations owing (but not due and payable) to all Lenders hereunder and under the other Loan Parties at such time) of payment on account of the Obligations owing (but not due and payable) to all Lenders hereunder and under the other Loan Documents at such time obtained by all of the Lenders at such time, then the Lender receiving such greater proportion shall (x) notify the Administrative Agent of such fact, and (y) purchase (for cash at face value) participations in the Loans of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of Obligations then due and payable to the Lenders or owing (but not due and payable) to the Lenders, as the case may be, provided that:

(i) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this Section 2.11 shall not be construed to apply to (x) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant in accordance with this Agreement.

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation.

2.12 Incremental Term Loan Commitments.

(a) The Borrower may, by written notice to the Administrative Agent from time to time, request Incremental Term Loan Commitments in an amount not to exceed the Incremental Term Loan Amount from one or more Incremental Term Lenders, which may include any existing Lender; provided that each Incremental Term Lender, if not already a Lender hereunder, shall be subject to the approval of the Administrative Agent to the extent such consent would be required for an assignment to such Lender pursuant to Section 11.06(b). Such notice shall set forth (i) the amount of the Incremental Term Loan Commitments being requested (which shall be in minimum increments of \$1.0 million and a minimum amount of \$5.0 million or such lesser amount equal to the remaining Incremental Term Loan Amount), (ii) the date on which such Incremental Term Loan Commitments are requested to become effective, and (iii) whether such Incremental Term Loan Commitments are commitments to make additional Term Loans or commitments to make term loans with terms different from the Loans (“Other Term Loans”).

(b) The Borrower and each Incremental Term Lender shall execute and deliver to the Administrative Agent an Additional Credit Extension Amendment and such other documentation as the Administrative Agent shall reasonably specify to evidence the Incremental Term Loan Commitment of each Incremental Term Lender. Each Additional Credit Extension Amendment pursuant to this Section 2.12 shall specify the terms of the Incremental Term Loans to be made thereunder; provided that, without the prior written consent of the Required Lenders, (i) the final maturity date of any Other Term Loans, other than Other Term Loans in an aggregate principal amount outstanding not to exceed the Early Maturity Basket, shall be no earlier than the Maturity Date of the Term Loans, (ii) the weighted average life to maturity of the Other Term Loans, other than Other Term Loans in an aggregate principal amount outstanding not to exceed the Early Maturity Basket, shall be no shorter than the weighted average life to maturity of the then already outstanding Term Loans, (iii) any Incremental Term Loans shall rank (A) *pari passu* in right of payment to the First-Out Term Loans or the Second-Out Term Loans at the election of the Borrower and (B) with respect to secured by the Collateral on a *pari passu* with the First-Out Term Loans or the Second-Out Term Loans at the election of the Borrower and (iv) the provisions with respect to payment of interest, original issue discount and upfront fees shall be as set forth in the applicable Additional Credit Extension Amendment; provided that if the Yield of any Incremental Term Loans exceeds the Yield of the Term Loans with respect to which such Incremental Term Loans have an equal payment priority with respect to by more than 50 basis points, then the Applicable Margin for such Term Loans having such equivalent payment priority shall be increased to the extent required so that the Yield of such Term Loans is equal to the Yield of such Incremental Term Loans minus 50 basis points and (v) all other

terms (other than the amortization schedule, which, subject to clauses (i) and (ii) above, shall be determined by Borrower and the Lenders thereunder) applicable to any Incremental Term Loans shall either (i) be not materially more favorable (taken as a whole) to the Incremental Term Lenders to the terms applicable to the Term Loans or (ii) reflect market terms at the time of incurrence as reasonably determined by the Borrower. For the avoidance of doubt, no Lender shall have any obligation to provide any Incremental Term Loan. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Additional Credit Extension Amendment. Each of the parties hereto hereby agrees that, upon the effectiveness of any Additional Credit Extension Amendment pursuant to this Section 2.12, this Agreement and the other Loan Documents shall be deemed amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Incremental Term Loan Commitment and the Incremental Term Loans evidenced thereby.

(c) Notwithstanding the foregoing, no Incremental Term Loan Commitment shall become effective under this Section 2.12 unless (i) on the date of such effectiveness, the representations and warranties of the Borrower and each other Loan Party contained in this Agreement and the other Loan Documents shall be true in all material respects on such date except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, (ii) no Default or Event of Default shall have occurred or be continuing or would result therefrom, (iii) the Administrative Agent shall have received (with sufficient copies for each of the Incremental Term Lenders) an officer's certificate executed by a Responsible Officer of the Borrower certifying as to compliance with preceding clauses (i) and (ii), together with (unless otherwise specified in the applicable Additional Credit Extension Amendment) legal opinions, board resolutions and other closing certificates reasonably requested by the Administrative Agent and consistent with those delivered on the Closing Date under Section 4.01, (iv) all fees and expenses owing to the Administrative Agent or the Incremental Term Lenders in connection with such Incremental Term Loan Commitment shall have been paid, and (v) the Additional Credit Extension Amendment and any other documents entered into in connection therewith shall be reasonably satisfactory to the Administrative Agent.

(d) Each of the parties hereto hereby agrees that the Administrative Agent may, in consultation with the Borrower, take any and all action as may be reasonably necessary to ensure that all Incremental Term Loans (other than Other Term Loans), when originally made, are included in each Borrowing of outstanding Loans on a pro rata basis. This may be accomplished by requiring each outstanding Term Benchmark Borrowing to be converted into a Borrowing of Base Rate Loans on the date of each Incremental Term Loan, or by allocating a portion of each Incremental Term Loan to each outstanding Term Benchmark Loan on a pro rata basis. Any conversion of Term Benchmark Loans to Base Rate Loans required by the preceding sentence shall be subject to Section 3.05. If any Incremental Term Loan is to be allocated to an existing Interest Period for a Term Benchmark Borrowing, then the interest rate thereon for such Interest Period and the other economic consequences thereof shall be as set forth in the applicable Additional Credit Extension Amendment. In addition, to the extent any Incremental Term Loans are not Other Term Loans, the scheduled amortization payments under Section 2.05 required to be made after the making of such Incremental Term Loans shall be ratably increased by the aggregate principal amount of such Incremental Term Loans.

2.13 [Reserved].

2.14 [Reserved].

**ARTICLE III
TAXES, YIELD PROTECTION AND ILLEGALITY**

3.01 Taxes⁷.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without reduction or withholding for any Tax unless required by applicable Law, provided that if any Loan Party or any other withholding agent shall be required by applicable Law to deduct any Indemnified Taxes (including any Other Taxes) from such payments, then (i) the sum payable by the Loan Party shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 3.01) the Administrative Agent or any Lender, as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) the applicable withholding agent shall make such deductions and (iii) the applicable withholding agent shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Law. For purposes of this Section 3.01, any payments by the Administrative Agent to a Lender of any amounts received by the Administrative Agent from any Loan Party on behalf of such Lender shall be treated as a payment from the Loan Party to such Lender.

(b) Payment of Other Taxes by the Loan Parties. Without limiting the provisions of subsection (a) above, the Loan Parties shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Law.

(c) Indemnification by the Loan Parties. The Loan Parties shall, jointly and severally, indemnify the Administrative Agent and each Lender, within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 3.01) paid by the Administrative Agent or such Lender, as the case may be, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the applicable Loan Party to a Governmental Authority, the applicable Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Status of Foreign Lenders. To the extent it is legally entitled to do so, any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the applicable Loan Party is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Loan Document shall deliver to the Loan Parties (with a copy to the Administrative Agent), at the time or times prescribed by applicable Law or reasonably requested by the Loan Parties or the Administrative Agent, such properly completed and executed documentation prescribed by applicable Law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if requested by

⁷ PH NTD: To be reviewed by Tax team.

the Loan Parties or the Administrative Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Loan Parties or the Administrative Agent as will enable the Loan Parties or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Each Lender shall, whenever a lapse in time or change in circumstances renders such documentation (including any specific documentation required below in this Section 3.01(e) or Section 3.01(f)) obsolete, expired or inaccurate in any material respect, deliver promptly to the Borrower and the Administrative Agent updated or other appropriate documentation (including any new documentation reasonably requested by the Borrower or the Administrative Agent) or promptly notify the Borrower and the Administrative Agent that it is legally unable to do so.

Without limiting the generality of the foregoing, any Foreign Lender, to the extent it is legally entitled to do so, shall deliver to the Loan Parties and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Loan Parties or the Administrative Agent, but only if such Foreign Lender is legally entitled to do so), whichever of the following is applicable:

(i) duly completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E, as applicable, claiming eligibility for benefits of an income tax treaty to which the United States is a party,

(ii) duly completed copies of Internal Revenue Service Form W-8ECI,

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under section 881(c) of the Code, (A) a certificate substantially in the form of Exhibit J-1, Exhibit J-2, Exhibit J-3 and Exhibit J-4 (each such certificate, a “U.S. Tax Certificate”) and (B) duly completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E, as applicable,

(iv) to the extent a Foreign Lender is not the beneficial owner of any obligations of the Loan Parties hereunder (for example, where the Foreign Lender is a partnership or participating Lender granting a typical participation), duly completed copies of Internal Revenue Service Form W-8IMY, accompanied by a Form W-8ECI, W-8BEN, W-8BEN-E, U.S. Tax Compliance Certificate, Form W-9 or Form W-8IMY from each beneficial owner, as applicable, or

(v) two properly completed and duly signed original copies of any other form prescribed by applicable U.S. federal income tax laws (including the Treasury Regulations) as a basis for claiming a complete exemption from, or a reduction in, U.S. federal withholding tax on any payments to such Lender under the Loan Documents.

(f) Status of Non-Foreign Lenders. Any Lender that is not a Foreign Lender shall deliver to the Loan Parties and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Loan Parties or the Administrative Agent), executed originals of Internal Revenue Service Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax.

(g) FATCA. If a payment made to a Lender under any Loan Document would be subject to Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Loan Parties and the Administrative Agent at the time or times

prescribed by Law and at such time or times reasonably requested by the Loan Parties or the Administrative Agent such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Loan Parties or the Administrative Agent as may be necessary for the Loan Parties and the Administrative Agent to comply with their obligations under FATCA and to determine whether such Lender has complied with such Lender's obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (g), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(h) Treatment of Certain Refunds. If the Administrative Agent or any Lender determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by the applicable Loan Party or with respect to which the applicable Loan Party has paid additional amounts pursuant to this Section 3.01, it shall pay to the Loan Parties an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Loan Parties under this Section 3.01 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses (including any Taxes) of the Administrative Agent or such Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the applicable Loan Party, upon the request of the Administrative Agent or such Lender, agree to repay the amount paid over to such Loan Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender if the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. This subsection shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Loan Parties or any other Person.

3.02 Illegality. If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund Term Benchmark Loans, or to determine or charge interest rates based upon the Term Benchmark, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, Dollars in the applicable offshore inter-bank market, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, any obligation of such Lender to make or continue Term Benchmark Loans or to convert Base Rate Loans to Term Benchmark Loans shall be suspended until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all Term Benchmark Loans of such Lender to Base Rate Loans, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Term Benchmark Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Term Benchmark Loans. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted.

3.03 Inability to Determine Rates.

(a) Subject to clauses (b), (c), (d), (e) and (f) of this Section 3.03, if:

(i) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) prior to the commencement of any Interest Period for a Term Benchmark Borrowing, that adequate and reasonable means do not exist for ascertaining the Term SOFR Rate (including because the Term SOFR Reference Rate is not available or published on a current basis), for such Interest Period; or

(ii) the Administrative Agent is advised by the Required Lenders that prior to the commencement of any Interest Period for a Term Benchmark Borrowing, the A Term SOFR Rate for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders as provided in Section **Error! Reference source not found.** as promptly as practicable thereafter and, until (x) the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrower delivers a new Conversion/Continuation Notice in accordance with the terms of Section **Error! Reference source not found.** or a new Committed Loan Notice in accordance with the terms of Section **Error! Reference source not found.**, any Conversion/Continuation Notice that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Term Benchmark Borrowing and any Committed Loan Notice that requests a Term Benchmark Borrowing shall instead be deemed to be a Conversion/Continuation Notice or a Committed Loan Notice, as applicable, for a Borrowing of Base Rate Loans; provided that if the circumstances giving rise to such notice affect only one Type of Borrowings, then all other Types of Borrowings shall be permitted. Furthermore, if any Term Benchmark Loan is outstanding on the date of the Borrower's receipt of the notice from the Administrative Agent referred to in this Section **Error! Reference source not found.** with respect to a Relevant Rate applicable to such Term Benchmark Loan, then until (x) the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrower delivers a new Conversion/Continuation Notice in accordance with the terms of Section **Error! Reference source not found.** or a new Committed Loan Notice in accordance with the terms of Section **Error! Reference source not found.**, any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan be converted by the Administrative Agent to, and shall constitute a Base Rate Loan on such day.

(b) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(c) Notwithstanding anything to the contrary herein or in any other Loan Document, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(d) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (e) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 3.03, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 3.03.

(e) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of “Interest Period” for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) Upon the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Term Benchmark Borrowing of, conversion to or continuation of Term Benchmark Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request for a Term Benchmark Borrowing into a request for a Borrowing of or conversion to a Borrowing of Base Rate. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate. Furthermore, if any Term Benchmark Loan is outstanding on the date of the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such Term Benchmark Loan, then until such time as a Benchmark Replacement is implemented pursuant to this Section 3.03, any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan be converted by the Administrative Agent to, and shall constitute a Base Rate Loan on such day.

3.04 Increased Costs.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable (i) any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;

(ii) subject any Lender to any Taxes (other than (A) Indemnified Taxes covered in Section 3.01, or (B) Excluded Taxes) with respect to this Agreement or any Loan made by it; or

(iii) impose on any Lender or the applicable offshore interbank market any other condition, cost or expense affecting this Agreement or Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Term Benchmark Loan (or of maintaining its obligation to make any such Loan), or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any Lending Office of such Lender or such Lender's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by such Lender, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in subsection (a) or (b) of this Section 3.04, in reasonable detail sufficient to allow the Borrower to verify such calculation, and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this Section 3.04 shall not constitute a waiver of such Lender's right to demand such compensation, provided that the Borrower shall not be required to compensate a Lender pursuant to the foregoing provisions of this Section 3.04 for any increased costs incurred or reductions suffered more than six months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the six-month period referred to above shall be extended to include the period of retroactive effect thereof).

3.05 Compensation for Losses. Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense actually incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) any failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a Base Rate Loan on the date or in the amount notified by the Borrower; or

(c) any assignment of a Term Benchmark Loan on a day other than the last day of the Interest Period therefor as a result of a request by the Borrower pursuant to Section 11.13;

including any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained, but excluding loss of anticipated profits. The Borrower shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

For purposes of calculating amounts payable by the Borrower to the Lenders under this Section 3.05, each Lender shall be deemed to have funded each Term Benchmark Loan made by it at the Term SOFR Rate for such Loan by a matching deposit or other borrowing in the applicable offshore inter-bank market for a comparable amount and for a comparable period, whether or not such Term Benchmark Loan was in fact so funded.

3.06 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.04, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then such Lender shall use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.04, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender is a Defaulting Lender, the Borrower may replace such Lender in accordance with Section 11.13.

3.07 Survival. All of the Borrower's obligations under this Article III shall survive termination of the Aggregate Commitments and repayment of all other Obligations hereunder.

**ARTICLE IV
CONDITIONS PRECEDENT TO BORROWINGS**

4.01 Conditions of Initial Borrowing. The effectiveness of this Agreement and the obligation of each Lender to make its Term Loan hereunder on the Closing Date is subject to the prior or substantially concurrent satisfaction or waiver pursuant to Section 11.01 of the following conditions:

(a) The Administrative Agent's receipt of the following, each in form and substance reasonably satisfactory to the Administrative Agent:

(i) executed counterparts of this Agreement, the Perfection Certificate, and the Administrative Agent Fee Letter by each of the parties thereto;

(ii) the Security Agreement and the Pledge Agreement, the Swedish Pledge Agreement, each duly executed by each Loan Party party thereto, together with:

(A) the certificate representing the Pledged Equity referred to in the Swedish Pledge Agreement accompanied by an undated stock power executed in blank or endorsement (to the extent not previously delivered to the Administrative Agent),

(B) UCC financing statements in form satisfactory to the Administrative Agent for filing under the Uniform Commercial Code of all jurisdictions in which any Loan Party is organized, and

(C) evidence that all other action that the Administrative Agent may deem necessary or desirable in order to perfect the Liens created under the Collateral Documents has been taken (including receipt of duly executed payoff letters and UCC-3 termination statements);

(iii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party;

(iv) good standing or active status certificates, as applicable, of each Loan Party in its jurisdiction of organization and, to the extent reasonably requested by the Administrative Agent, bring-down good standing or active status certificates, as applicable;

(v) an opinion (A) of Latham & Watkins LLP, counsel to the Loan Parties and (B) Swedish counsel to the Loan Parties, each in form and substance reasonably satisfactory to the Administrative Agent;

(vi) a certificate signed by a Responsible Officer of the Borrower certifying that the conditions specified in Sections 4.01(c) and (d) have been satisfied;

(vii) a certificate signed by a Responsible Officer of the Borrower certifying that, after giving effect to the Transaction, the Loan Parties on a Consolidated basis are Solvent;

(viii) certificates of insurance naming the Collateral Agent, on behalf of the Lenders, as an additional insured or loss payee, as the case may be, under all insurance policies maintained with respect to the assets and properties of the Loan Parties that constitute Collateral as may be requested by the Administrative Agent;

(ix) a copy of the ABL Credit Agreement executed by the parties thereto;

(x) executed counterparts of the Intercreditor Agreement from each of the parties thereto;

(xi) results of searches or other evidence reasonably satisfactory to the Collateral Agent (in each case dated as of a date reasonably satisfactory to the Collateral

Agent) indicating the absence of Liens on the assets of the Loan Parties, except for Permitted Liens and Liens for which termination statements and releases or subordination agreements are being tendered on the Closing Date; and

(xii) duly executed payoff letters, in form and substance reasonably satisfactory to it, confirming that the (i) Existing DIP Facility, (ii) ABL DIP Facility, and (iii) Existing Term Loan Facility have been, or concurrently with the Closing Date is being, terminated and all Liens securing obligations thereunder have been, or concurrently with the Closing Date are being released; and

(xiii) such other certificates, documents, consents or opinion as the Administrative Agent may reasonably require.

(b) Evidence satisfactory to the Administrative Agent that the ABL DIP Facility, Existing DIP Facility, and Existing Term Loan Facility have been, or concurrently with the Closing Date is being, terminated and all Liens securing obligations thereunder have been, or concurrently with the Closing Date are being, released.

(c) The representations and warranties of the Borrower and each other Loan Party shall be true and correct on and as of the Closing Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date.

(d) No Default shall exist or would result from such proposed Term Loan or from the application of the proceeds thereof.

(e) The Administrative Agent shall have received a Committed Loan Notice in accordance with the requirements hereof.

(f) The Lenders shall have received, to the extent requested, all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act.

(g) (i) The Plan of Reorganization shall have been confirmed by the Bankruptcy Court pursuant to the Confirmation Order; and (ii) all conditions precedent to the effectiveness of the Plan of Reorganization shall have been satisfied (or waived in accordance with the terms of the Plan of Reorganization).

Without limiting the generality of the provisions of Section 9.07, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

4.02 Conditions of All Borrowings. The obligations of the Lenders to make any Loans after the Closing Date are subject to the prior or substantially concurrent satisfaction or waiver pursuant to Section 11.01 of the following conditions:

(a) The Administrative Agent’s receipt of the following, each in form and substance reasonably satisfactory to the Administrative Agent a certificate signed by a Responsible Officer

of the Borrower certifying that the conditions specified in Sections 4.02(b) and (c) have been satisfied;

(b) The representations and warranties of the Borrower and each other Loan Party shall be true and correct on and as of the date of Borrowing, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date.

(c) No Default shall exist or would result from such proposed Term Loan or from the application of the proceeds thereof.

(d) The Administrative Agent shall have received a Committed Loan Notice in accordance with the requirements hereof.

Without limiting the generality of the provisions of Section 9.07, for purposes of determining compliance with the conditions specified in this Section 4.02, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

ARTICLE V REPRESENTATIONS AND WARRANTIES

Each of the Loan Parties represents and warrants to the Administrative Agent and the Lenders on the Closing Date that:

5.01 Existence, Qualification and Power. Each Loan Party and each of its Subsidiaries (a) is duly organized or formed, validly existing and, as applicable, in good standing or of active status under the Laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority and all requisite governmental licenses, permits, authorizations, consents and approvals to (i) own or lease its assets and carry on its business as currently conducted or proposed to be conducted, and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party, and (c) is duly qualified and is licensed and, as applicable, in good standing or of active status under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clause (b)(i) or (c), to the extent that failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Schedule 5.01 annexed hereto sets forth, as of the Closing Date, each Loan Party's name as it appears in official filings in its state of incorporation or organization, its state of incorporation or organization, organization type, organization number, if any, issued by its state of incorporation or organization and its Federal employer identification number.

5.02 Authorization; No Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is or is to be a party have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of any of such Person's Organization Documents; (b) conflict with or result in any breach or contravention of, or the creation of (or the requirement to create) any Lien under, or require any payment to be made under (i) any Contractual Obligation or Material Indebtedness to which such Person is a party or affecting such Person or the properties of such Person or any of the Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its

property is subject; or (c) violate any applicable Law, except in the case of clause (b) or (c), to the extent that such conflict, breach, contravention or violation could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.03 Governmental Authorization; Other Consents. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document or the ABL Loan Documents, except for (a) filings necessary to perfect the Liens on the Collateral granted by the Loan Parties pursuant to the Collateral Documents, (b) the approvals, consents, exemptions, authorizations, actions, notices and filings that have been duly obtained, taken, given or made and are in full force and effect and (c) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make would not reasonable be expected to have, individually or in the aggregate, a Material Adverse Effect.

5.04 Binding Effect. This Agreement and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by each Loan Party that is party thereto. This Agreement and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

5.05 Financial Statements; No Material Adverse Effect; No Internal Control Event.

(a) The Audited Financial Statements (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and (ii) fairly present in all material respects the financial condition of the Borrower and the Subsidiaries as of the date thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein.

(b) Since [December 24, 2024], there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

(c) The Consolidated forecasted balance sheet, statements of income and cash flows of Holdings and its Subsidiaries delivered pursuant to Section 4.01 or Section 6.01, when taken as a whole, were prepared in good faith on the basis of the assumptions stated therein, which assumptions were reasonable in light of the conditions existing at the time of delivery of such forecasts, and represented, at the time of delivery, a reasonable estimate of the Borrower's and its Subsidiaries future financial condition and performance (it being understood that (i) no forecasts are to be viewed as facts, (ii) any forecasts are subject to significant uncertainties and contingencies, (iii) no assurance can be given that any particular forecasts will be realized and (iv) actual results may differ and such differences may be material).

5.06 Litigation. There are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Loan Parties threatened at law, in equity, in arbitration or before any Governmental Authority, by or against Holdings or any of its Subsidiaries or against any of their properties or revenues that (a) purport to affect or pertain to this Agreement or any other Loan Document, or (b) would reasonably be expected to have a Material Adverse Effect.

5.07 Ownership of Property; Liens; Investments.

(a) Each Loan Party and each of the Subsidiaries has good record, marketable and insurable title in fee simple to all owned Real Estate necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each Loan Party and each of the Subsidiaries has good record and marketable title to, or valid leasehold interests in, all personal property necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No Mortgage encumbers improved owned Real Estate that is located in an area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards within the meaning of the National Flood Insurance Act of 1968 unless flood insurance has been obtained in accordance with Section 6.07(b).

(b) The properties and assets of each Loan Party and each of the Subsidiaries are subject to no Liens, other than (i) with respect to Mortgaged Property, Permitted Encumbrances and (ii) with respect to all other properties and assets, Permitted Liens.

(c) Schedule 5.07(c) sets forth a complete and accurate list as of the Closing Date of all Real Estate owned by each Loan Party and each of the Subsidiaries showing the street address, county or other relevant jurisdiction, state, record owner and book and estimated fair value thereof.

(d) (i) Schedule 5.07(d)(i) sets forth a complete and accurate list of all Leases under which any Loan Party is the lessee, as of the Closing Date showing the street address, county or other relevant jurisdiction, state, lessor, lessee and expiration date.

(ii) Schedule 5.07(d)(ii) sets forth a complete and accurate list of all leases of Real Estate under which any Loan Party is the lessor as of the Closing Date showing the street address, county or other relevant jurisdiction, state, lessor, lessee, expiration date and annual rental cost thereof.

(iii) Schedule 5.07(e) sets forth a complete and accurate list of all Investments held by any Loan Party or any Subsidiary of a Loan Party on the date hereof, showing as of the date hereof the amount, obligor or issuer and maturity, if any, thereof.

5.08 Environmental Matters.

(a) Neither any Loan Party nor any Subsidiary (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any Environmental Permit, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability, except, in each case, as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Except as would not reasonably be expected to result in a Material Adverse Effect, (i) none of the properties currently or, to the knowledge of the Loan Parties, formerly owned, leased, or operated by any Loan Party or any Subsidiary is listed or, to the knowledge of the Loan Parties, proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state or local list or is adjacent to any such property; (ii) none of the properties to which any Loan Party or any Subsidiary has, directly or indirectly, transported or arranged for the transportation of any Hazardous Materials, is listed or, to the knowledge of the Loan Parties, proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state or local list; (iii) there are no and, to the knowledge of the Loan Parties, never have been any underground or above-ground storage tanks or any surface impoundments, septic tanks, pits, sumps or lagoons in which Hazardous Materials are being or have been treated, stored or disposed on any property

currently owned, leased, or operated by any Loan Party or any Subsidiary or, to the knowledge of the Loan Parties, on any property formerly owned, leased, or operated by any Loan Party or any Subsidiary; (iv) there is no asbestos or asbestos-containing material on any property currently owned or operated by any Loan Party or any Subsidiary; and (v) Hazardous Materials have not been released, discharged or disposed of on any property currently or, to the knowledge of the Loan Parties, formerly owned, leased, or operated by any Loan Party or any Subsidiary.

(c) (i) Neither any Loan Party nor any Subsidiary is undertaking, and has not completed, either individually or together with other potentially responsible parties, any investigation or assessment or remedial or response action relating to any actual or threatened Release, discharge or disposal of Hazardous Materials at any site, location or operation, either voluntarily or pursuant to the order of any Governmental Authority or the requirements of any Environmental Law, except as would not reasonably be expected to result in a Material Adverse Effect; and (ii) all Hazardous Materials generated, used, treated, handled, stored, or transported by, or on behalf of, any Loan Party or any Subsidiary have been disposed of in a manner which would not reasonably be expected to result in a Material Adverse Effect.

5.09 Taxes. The Loan Parties and their Subsidiaries have filed all material Tax returns and reports required to be filed, and have paid all Taxes levied or imposed upon them or their properties, income or assets otherwise due and payable and have satisfied all of their Tax withholding obligations, except (i) Taxes which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP and which contest effectively suspends the collection of the contested obligation and the enforcement of any Lien securing such obligation and (ii) any Tax return, report or Taxes, the failure to file or to pay, as the case may be, would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect. There is no proposed Tax deficiency or assessment known to any Loan Party against the Loan Party or any Subsidiary that would, if made, individually or in the aggregate, have a Material Adverse Effect. Except as could not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, each Loan Party and each of its Subsidiaries has made adequate provisions in accordance with GAAP for all Taxes not yet due and payable.

5.10 ERISA Compliance.

(a) Except as could not reasonably be expected to result in a Material Adverse Effect, (i) each Plan is in compliance with its terms and the applicable provisions of ERISA and the Code, (ii) each Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto and, to the knowledge of the Borrower, nothing has occurred which could reasonably be expected to prevent, or cause the loss of, such qualification, and (iii) Holdings, the Borrower and each ERISA Affiliate have made all required contributions to each Pension Plan, and no application for a funding waiver or an extension of any amortization period pursuant to Section 412 of the Code has been made with respect to any Pension Plan.

(b) There are no pending or, to the knowledge of the Loan Parties, threatened claims (other than claims for benefits in the normal course), actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There has been no nonexempt “prohibited transaction” (as defined in Section 406 of ERISA and Section 4975 of the Code) or violation of the fiduciary responsibility rules by Holdings or the Borrower with respect to any Plan that, individually or in the aggregate, has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) Except as could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect: (i) no ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has any Unfunded Pension Liability as of the most recent valuation date for such Pension Plan; (iii) none of Holdings, the Borrower or any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iv) none of Holdings, the Borrower or any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (v) none of Holdings, the Borrower or any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA.

(d) Except as would not reasonably be expected to result in a Material Adverse Effect: (i) each Foreign Plan has been maintained in compliance with its terms and with the requirements of any and all applicable laws, statutes, rules, regulations and orders and has been maintained, where required, in good standing with applicable regulatory authorities; (ii) none of Holdings, the Borrower or any Subsidiary have incurred any obligation in connection with the termination of or withdrawal from any Foreign Plan; and (iii) the present value of the accrued benefit liabilities (whether or not vested) under each Foreign Plan which is funded, determined as of the end of the most recently ended Fiscal Year of Holdings, the Borrower or any Subsidiary (based on the actuarial assumptions used for purposes of the applicable jurisdiction's financial reporting requirements), did not exceed the current value of the assets of such Foreign Plan (and for each Foreign Plan which is not funded, the obligations of such Foreign Plan are properly accrued).

5.11 Subsidiaries; Equity Interests; Loan Parties. As of the Closing Date, no Loan Party has any Subsidiaries other than those specifically disclosed in Part (a) of Schedule 5.11, and all of the outstanding Equity Interests in such Subsidiaries have been validly issued, are fully paid and non-assessable and are owned by a Loan Party in the amounts specified on Part (a) of Schedule 5.11 free and clear of all Liens except those created under the Collateral Documents and the ABL Loan Documents and the Swedish Credit Facility and any nonconsensual Lien that is permitted under Section 7.01. As of the Closing Date, no Loan Party has any equity investments in any other corporation or entity other than those specifically disclosed in Part (b) of Schedule 5.11.

5.12 Margin Regulations; Investment Company Act.

(a) None of the proceeds of the Loans shall be used in any manner that would result in a violation of Regulations T, U or X of the FRB.

(b) None of the Loan Parties or any Subsidiary is or is required to be registered as an "investment company" under the Investment Company Act of 1940.

5.13 Disclosure. No written report, financial statement, certificate or other information furnished by or on behalf of the Loan Parties to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (in each case as modified or supplemented by other information so furnished), taken as a whole, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading; provided that, with respect to projected financial information, the Loan Parties represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

5.14 Compliance with Laws. Each Loan Party and each Subsidiary thereof is in compliance in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

5.15 Intellectual Property; Licenses, Etc. Each Loan Party and each of its Subsidiaries own, or possess the right to use, all of the Intellectual Property that are reasonably necessary for the operation of their respective businesses, except as would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect, and Schedule 5.15 (as supplemented by any Perfection Certificate Supplements delivered pursuant to Section 6.02(e)) sets forth a complete and accurate list of all such Intellectual Property owned by each Loan Party and each of its Subsidiaries which are registered with the United States Patent and Trademark Office and United States Copyright Office. To the knowledge of the Borrower, no slogan or other advertising or other material or patent, trademark or copyright now employed by any Loan Party or any of its Subsidiaries infringes upon any Intellectual Property right held by any other Person, except to the extent that any such infringement could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 5.15, no claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Loan Parties, threatened, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.16 Solvency. As of the Closing Date, on a Consolidated basis, after giving effect to the Transaction, the Loan Parties are Solvent.

5.17 Casualty, Etc. Neither the businesses nor the properties of any Loan Party or any of the Subsidiaries are affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or of the public enemy or other casualty (whether or not covered by insurance) that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.18 Labor Matters. There are no strikes, lockouts, slowdowns or other material labor disputes against any Loan Party pending or, to the knowledge of any Loan Party, threatened that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. To the knowledge of the Borrower and Holdings, (i) the hours worked by and payments made to employees of the Loan Parties comply in all material respects with the Fair Labor Standards Act and any other applicable Federal, state, local or foreign Law dealing with such matters, (ii) no Loan Party has incurred any material liability or obligation under the Worker Adjustment and Retraining Act or similar state Law and (iii) all payments due from any Loan Party, or for which any claim may be made against any Loan Party, on account of wages and employee health and welfare insurance and other benefits, have been paid or properly accrued in all material respects in accordance with GAAP as a liability on the books of such Loan Party. There are no representation proceedings pending or, to any Loan Party's knowledge, threatened to be filed with the National Labor Relations Board, and no labor organization or group of employees of any Loan Party has made a pending demand for recognition except those that could not reasonably be expected to have a Material Adverse Effect. There are no complaints, unfair labor practice charges, grievances, arbitrations, unfair employment practices charges or any other claims or complaints against any Loan Party pending or, to the knowledge of any Loan Party, threatened to be filed with any Governmental Authority or arbitrator based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment of any employee of any Loan Party except those that could not reasonably be expected to have a Material Adverse Effect.

5.19 Collateral Documents. The provisions of the Collateral Documents are effective to create in favor of the Collateral Agent for the benefit of the Secured Parties a legal, valid and enforceable First Priority Lien or Second Priority Lien, as applicable (subject to Permitted Liens), on all right, title and interest of the respective Loan Parties in the Collateral described therein, and (i) when all appropriate filings or recordings are made in the appropriate offices as may be required under applicable law and (ii) upon the taking of possession or control by the Collateral Agent of such Collateral with respect to which a security interest may be perfected only by possession or control (which possession or control shall be given to the Collateral Agent to the extent required by any Collateral Document), such Collateral Document will constitute fully perfected Liens on, and security interests in, all right, title and interest of the Loan Parties in such Collateral. Prior to the satisfaction of the Discharge of ABL Obligations, the representations made in this Section 5.19 with respect to possession or control of any Collateral on which there is a Second Priority Lien by the Collateral Agent shall be deemed to refer to the possession or control of such Collateral by the collateral agent for the ABL Facility (holding for the benefit of the Collateral Agent for the Secured Parties).

5.20 USA PATRIOT Act. To the extent applicable, each of Holdings and its Subsidiaries is in compliance, in all material respects, with (i) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto and (ii) the USA PATRIOT Act. No part of the proceeds of the Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

5.21 Plan Assets. None of the Borrower or any of its Subsidiaries is an entity deemed to hold “plan assets” (within the meaning of the Plan Asset Regulations).

ARTICLE VI AFFIRMATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement), the Borrower shall, and shall (except in the cases of the covenants set forth in Sections 6.01, 6.02 and 6.03) cause each Subsidiary to:

6.01 Financial Statements and Other Reports. Deliver to the Administrative Agent, in form and detail reasonably acceptable to the Administrative Agent:

(a) as soon as available, but in any event within (i) 135 days after the end of the first Fiscal Year of Holdings ending after the Closing Date, and (ii) 105 days after the end of each Fiscal Year of Holdings thereafter⁸, a Consolidated balance sheet of Holdings and its Subsidiaries as at the end of such Fiscal Year, and the related Consolidated statements of income or operations, shareholders’ equity (if available) and cash flows for such Fiscal Year, setting forth in each case in comparative form the figures for the previous Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, audited

⁸ NTD: Company is requesting extra time for the first year given fresh start accounting rules and the end of the FY coming up soon.

and accompanied by a report and opinion of Ernst & Young LLP or another Registered Public Accounting Firm of nationally recognized standing reasonably satisfactory to the Administrative Agent, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any “going concern” or like qualification or exception or any qualification or exception as to the scope of such audit (it being agreed that an explanatory or emphasis of matter paragraph does not constitute a qualification or exception) (provided that such report may contain a “going concern” or like qualification or exception, or qualification arising out of the scope of the audit, if such qualification or exception arises solely with respect to, results from or arises on account of (i) an upcoming maturity date hereunder or under any other Indebtedness Incurred in compliance with this Agreement or (ii) any potential or actual inability to satisfy any financial maintenance covenant included in this Agreement or any other Indebtedness of the Borrower or its Subsidiaries);

(b) as soon as available, but in any event within 50 days after the end of each of the first three Fiscal Quarters of each Fiscal Year of Holdings (commencing with the Fiscal Quarter ending December 28, 2024), a Consolidated balance sheet of Holdings and its Subsidiaries as at the end of such Fiscal Quarter, and the related Consolidated statements of income or operations and cash flows for such Fiscal Quarter and for the portion of Holdings’ Fiscal Year then ended, setting forth in each case in comparative form the figures for the corresponding Fiscal Quarter of the previous Fiscal Year and the corresponding portion of the previous Fiscal Year and to the figures as set forth in the projections delivered pursuant to Section 6.01(c), all in reasonable detail, certified by a Responsible Officer on behalf of Holdings as fairly presenting in all material respects the financial condition, results of operations, shareholders’ equity and cash flows of Holdings and its Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments, including, but not limited to, purchase accounting adjustments, and the absence of footnotes;

(c) as soon as available, but in any event no later than 60 days after the end of each Fiscal Year of Holdings (commencing with the Fiscal Year ending March 29, 2025), an annual budget of Holdings and its Subsidiaries on a Consolidated basis for the following Fiscal Year, as customarily prepared by management of the Loan Parties for its internal use of Holdings and its Subsidiaries;

(d) simultaneously with the delivery of each set of financial statements referred to in Section 6.01(a) and Section 6.01(b) above, the related consolidating financial statements reflecting the adjustments necessary to eliminate the accounts of variable interest entities (if any) from such financial statements and a management narrative report providing reasonable detail on the financial results of Holdings for the period covered by such financial statements compared to the corresponding prior year period and the key factors (as determined in good faith by the Borrower) causing such changes;⁹

(e) as soon as available, but in any event within 40 days after the end of each of the Fiscal Months of each Fiscal Year of Holdings (commencing with fiscal month ending in February 2025) (and except with respect to (i) the last Fiscal Month of each Fiscal Quarter of Holdings, with respect to which the applicable period for delivery shall be 50 days rather than 40 days, and (ii) the last Fiscal Month of each Fiscal Year of Holdings, with respect to which the applicable period for delivery shall be 105 days rather than 40 days, and (iii) the first Fiscal Month of each Fiscal Year of Holdings, with respect to which the applicable period for delivery shall be 70 days rather than 40 days), a Consolidated balance sheet of Holdings and its Subsidiaries as of the end of such Fiscal Month, and the related Consolidated statements of income or operations and cash flows for such Fiscal Month and for the portion of Holdings’ Fiscal Year then ended, setting forth in each case in comparative form for the corresponding month of the previous Fiscal Year and the corresponding portion of the previous Fiscal Year, and to the figures as set

⁹ NTD: Added back in case needed for VIEs.

forth in the projections delivered pursuant to Section 6.01(c), all in reasonable detail and duly certified by a Responsible Officer on behalf of Holdings as fairly presenting in all material respects the financial condition, results of operations, shareholders' equity, and cash flows of Holdings and its Subsidiaries in accordance with GAAP, subject only to normal year-end and quarterly adjustments and the absence of footnotes;

(f) KPIs. [No later than 5:00 p.m. (New York City time) on the fifth (5th) Business Day of each calendar month, a report showing the key performance indicators reported to management or the board of directors (or other governing body) of any Secured Party or any direct or indirect parent entity of any Secured Party;]¹⁰ and

(g) Minimum Liquidity. No later than 5:00 p.m. (New York City time) on the fifth (5th) Business Day of each calendar month, a report showing the Liquidity of the Loan Parties and their Subsidiaries as of the last Business Day of such prior calendar month.

6.02 Certificates; Other Information. Deliver to the Administrative Agent, in form and detail reasonably satisfactory to the Administrative Agent:

(a) concurrently with the delivery of the financial statements referred to in Sections 6.01(a) and (b) (commencing with the financial statements for the period ending [March 31, 2025]), (i) a duly completed Compliance Certificate signed by a Responsible Officer of Holdings and (ii) notice of any change in the location of any office in which a Loan Party maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility);

(b) promptly after the same are publicly available, copies of all annual, regular, periodic and special reports and registration statements which Holdings or the Borrower may file or be required to file with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934, or with any national securities exchange, and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(c) not later than seven (7) Business Days after receipt thereof by any Loan Party or any Subsidiary thereof, copies of all notices, requests and other documents (including amendments, waivers and other modifications) so received under or pursuant to any instrument, indenture, loan or credit or similar agreement regarding or related to any breach or default by any party thereto or any other event that, in each case, could have a Material Adverse Effect;

(d) promptly after any Loan Party has knowledge thereof, written notice of (i) any action or proceeding relating to any Environmental Law pending or threatened against any Loan Party or any of its Subsidiaries, (ii) any noncompliance with any Environmental Law by any Loan Party or any of its Subsidiaries, (iii) the existence of any Environmental Liability, or (iv) the existence of any Release of Hazardous Materials at any property currently or formerly owned, leased or operated by any Loan Party or any of its Subsidiaries, which action, proceeding, non-compliance, Environmental Liability or Release could reasonably be expected to have a Material Adverse Effect, or (y) cause any property described in the Mortgages to be subject to any material restrictions on ownership, occupancy, use or transferability under any Environmental Law;

¹⁰ NTD: Under continuing review.

(e) as soon as available, but in any event within thirty (30) days after the end of each Fiscal Year of the Borrower, to the extent that it would reflect information not previously delivered to the Administrative Agent, (i) a report supplementing Schedules 5.07(c), 5.07(d)(i) and 5.07(d)(ii), including an identification of all real property disposed of by any Loan Party or any Subsidiary thereof and all leased real property disposed of by any Loan Party or any Domestic Subsidiary during such Fiscal Year, a list and description (including the street address, county or other relevant jurisdiction, state, record owner, book value thereof and, in the case of leases of property, lessor, lessee, expiration date and annual rental cost thereof) of all Real Estate acquired or leased during such Fiscal Year and a description of such other changes in the information included in such Schedules as may be necessary for such Schedules to be accurate and complete, and (ii) a report supplementing Schedules 5.07(e), 5.11 and 5.15 containing a description of all changes in the information included in such Schedules as may be necessary for such Schedules to be accurate and complete, each such report to be signed by a Responsible Officer of Holdings and to be in a form reasonably satisfactory to the Administrative Agent and (iii) a duly completed Perfection Certificate Supplement;

(f) at least five (5) Business Days prior written notice (or such shorter period as to which the Administrative Agent in its sole discretion agrees) of any change in (i) any Loan Party's name, (ii) any Loan Party's organizational structure or jurisdiction of incorporation or formation or (iii) any Loan Party's Federal Taxpayer Identification Number or organizational identification number assigned to it by its state of organization;

(g) promptly after the request by any Lender, all documentation and other information that such Lender reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act;

(h) upon request by the Administrative Agent, copies of: (i) each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) filed by any ERISA Affiliate with the Internal Revenue Service with respect to each Pension Plan; (ii) the most recent actuarial valuation report for each Pension Plan; and (iii) all notices received by any ERISA Affiliate from a Multiemployer Plan sponsor or any governmental agency concerning an ERISA Event; and

(i) promptly, such additional information regarding the business, financial, legal or corporate affairs of any Loan Party or any Subsidiary thereof, or compliance with the terms of the Loan Documents, as the Administrative Agent may from time to time reasonably request.

Documents required to be delivered pursuant to Section 6.01(a) or (b) or Section 6.02(b) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet at the website address listed on Schedule 11.02; or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that (i) upon request, the Borrower shall deliver paper copies of such documents to the Administrative Agent, and (ii) the Borrower shall notify the Administrative Agent (by telecopier or electronic mail) of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (*i.e.*, soft copies) of such documents. The Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrower hereby acknowledges that (a) the Administrative Agent will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, “Borrower Materials”) by posting the Borrower Materials on IntraLinks or another similar electronic system (the “Platform”) and (b) certain of the Lenders may be “public-side” Lenders (*i.e.*, Lenders that do not wish to receive material nonpublic information with respect to the Borrower or its securities) (each, a “Public Lender”). The Borrower hereby agrees that at any time that the Borrower is the issuer of any outstanding debt or equity securities that are registered or issued pursuant to a private offering or is actively contemplating issuing any such securities it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (w) all such Borrower Materials shall be clearly and conspicuously marked “PUBLIC” which, at a minimum, shall mean that the word “PUBLIC” shall appear prominently on the first page thereof; (x) by marking Borrower Materials “PUBLIC,” the Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 11.07); (y) all Borrower Materials marked “PUBLIC” are permitted to be made available through a portion of the Platform designated “Public Investor”; and (z) the Administrative Agent be entitled to treat any Borrower Materials that are not marked “PUBLIC” as being suitable only for posting on a portion of the Platform not designated “Public Investor.”

6.03 Notices. Promptly, after knowledge thereof by a Responsible Officer, notify the Administrative Agent, who shall promptly notify the Lenders:

- (a) of the occurrence of any Default;
- (b) of any matter that has resulted or would reasonably be expected to result in a Material Adverse Effect, including as a result of (i) breach or non-performance of, or any default under, a Contractual Obligation of any Loan Party or any Subsidiary thereof; (ii) any dispute, litigation, investigation, proceeding or suspension between any Loan Party or any Subsidiary thereof and any Governmental Authority; or (iii) the commencement of, or any material development in, any litigation or proceeding affecting any Loan Party or any Subsidiary thereof, including pursuant to any applicable Environmental Laws; and
- (c) of the occurrence of any ERISA Event that would reasonably be expected to result in a Material Adverse Effect.

Each notice pursuant to Section 6.03(a) shall be accompanied by a statement of a Responsible Officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto.

6.04 Payment of Obligations. Pay and discharge as the same shall become due and payable (a) all Taxes upon it or its properties or assets in all respects, unless the same are being contested in good faith by appropriate proceedings diligently conducted, adequate reserves in accordance with GAAP are being maintained by such Loan Party or such Subsidiary and such contest effectively suspends the collection of the contested obligation and the enforcement of any Lien securing such obligation; except for Taxes that could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect; and (b) all material lawful claims which, if unpaid, would by law become a Lien upon its property (except as set forth in clause (a) above).

6.05 Preservation of Existence, Etc. (a) Preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization, except for (i) transactions permitted by Section 7.04 or 7.05 and (ii) with respect to the maintenance of good standing status of any Loan Party, it will not be a breach of clause (a) of this Section 6.05 unless the failure to maintain good standing of such Loan Party could reasonably be expected to have a Material Adverse Effect; (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation or non-renewal of which could reasonably be expected to have a Material Adverse Effect.

6.06 Maintenance of Properties. (a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear, casualty or condemnation excepted; and (b) make all necessary repairs thereto and renewals and replacements thereof except, in each case, where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

6.07 Maintenance of Insurance.

(a) Maintain with financially sound and reputable insurance companies not Affiliates of the Loan Parties, insurance with respect to its properties and business against loss or damage (i) of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons or (ii) substantially similar to insurance maintained by the Borrower and its Subsidiaries on the Closing Date, in each case, subject to such changes as the Borrower may reasonably deem appropriate in its business judgment with respect to deductibles, self-insured amounts, coverage exclusions and maximum covered losses (provided that none of such policies shall include a co-insurance clause), and with respect to policies for Holdings and the Domestic Subsidiaries, providing for not less than 30 days' prior notice to the Administrative Agent of termination, lapse or cancellation of such insurance.

(b) With respect to each improved Real Estate subject to a Mortgage, obtain flood insurance with coverages and in amounts sufficient to comply with the Flood Insurance Laws and, in any event, in an amount not less than \$5.0 million for Zone A "special flood hazard areas" and \$10.0 million for all other "special flood hazard areas", in each case, as set forth on any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), otherwise comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws and deliver to the Administrative Agent evidence of such compliance in form and substance reasonably acceptable to the Administrative Agent.

(c) Fire and extended coverage policies maintained with respect to any Collateral shall be endorsed or otherwise amended to include (i) a mortgage clause (regarding improvements to Real Estate) and lenders' loss payable clause (regarding personal property), in form and substance satisfactory to the Collateral Agent, which endorsements or amendments shall provide that the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, and (ii) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Secured Parties. Commercial general liability policies shall be endorsed to name the Collateral Agent as an additional insured. Business interruption policies with respect to Holdings and the Domestic Subsidiaries shall name the Collateral Agent as a loss payee and shall be endorsed or amended to include (i) a provision that, from and after the Closing Date, the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, and (ii) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests

of the Secured Parties. Each such policy referred to in this Section 6.07 shall also provide that it shall not be canceled or not renewed (i) by reason of nonpayment of premium except upon not less than ten (10) days' prior written notice thereof by the insurer to the Collateral Agent (giving the Collateral Agent the right to cure defaults in the payment of premiums) or (ii) for any other reason except upon not less than thirty (30) days' prior written notice thereof by the insurer to the Collateral Agent. The Borrower shall deliver to the Collateral Agent, prior to the cancellation, modification adverse to the Lenders, or non-renewal of any such policy of insurance, a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Collateral Agent, including an insurance binder) together with evidence satisfactory to the Collateral Agent of payment of the premium therefor.

(d) In the event that any part of the Collateral (other than, as long as the ABL Facility is outstanding, ABL Priority Collateral) is damaged by fire or other casualty and the insurance proceeds for such damage are greater than \$5.0 million in any Fiscal Year, such proceeds, in their entirety, shall be delivered to the Administrative Agent and the Administrative Agent shall promptly apply such proceeds in accordance with Section 2.03(b) or 8.03, as applicable. In the event any part of the Collateral (other than, as long as the ABL Facility is outstanding, ABL Priority Collateral) is damaged by fire or other casualty and the insurance proceeds for such damage are less than \$5.0 million in any Fiscal Year, such proceeds, in their entirety, shall be delivered to the Borrower.

(e) None of the Secured Parties, or their agents or employees shall be liable for any loss or damage insured by the insurance policies required to be maintained under this Section 6.07. Each Loan Party shall look solely to its insurance companies or any other parties other than the Secured Parties for the recovery of such loss or damage and such insurance companies shall have no rights of subrogation against any Secured Party or its agents or employees. If, however, the insurance policies do not provide waiver of subrogation rights against such parties, as required above, then the Loan Parties hereby agree, to the extent permitted by law, to waive their right of recovery, if any, against the Secured Parties and their agents and employees. The designation of any form, type or amount of insurance coverage by any Secured Party under this Section 6.07 shall in no event be deemed a representation, warranty or advice by such Secured Party that such insurance is adequate for the purposes of the business of the Loan Parties or the protection of their properties.

6.08 Compliance with Laws. Comply in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted and with respect to which adequate reserves have been set aside and maintained by the Loan Parties in accordance with GAAP; or (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

6.09 Books and Records. Maintain proper books of record and account, in which entries in conformity in all material respects with GAAP under U.S. law, with respect to Holdings and its Domestic Subsidiaries, and under applicable foreign law, with respect to Foreign Subsidiaries (provided that nothing in this Section 6.09 shall affect the obligation of Holdings to provide financial statements in accordance with GAAP under Section 6.01), consistently applied shall be made of all financial transactions and matters involving the assets and business of the Loan Parties and their Subsidiaries, as the case may be.

6.10 Inspection Rights. Permit representatives and independent contractors of the Administrative Agent (accompanied by any Lender (with the consent of the Borrower not to be unreasonably withheld)) to visit and inspect any of its properties, to examine its corporate, financial, insurance, and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants (subject to

such accountant's customary policies and procedures), all at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrower; provided, however, that unless an Event of Default has occurred and is continuing, the Administrative Agent may make only one such visit in any Fiscal Year at the Borrower's expense, provided further that when an Event of Default exists the Administrative Agent (or any of its representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and upon reasonable advance notice to the extent practicable. Notwithstanding anything to the contrary in this Section 6.10, none of the Borrower or any of the Subsidiaries will be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter that (a) constitutes non-financial trade secrets or non-financial proprietary information, (b) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by Law or any binding agreement or (c) is subject to attorney-client or similar privilege or constitutes attorney work product.

6.11 Use of Proceeds. Use the proceeds of (a) the Loans made on the Closing Date solely to refinance all Indebtedness under the Borrower's Existing DIP Facility and (b) the Incremental Term Loans only for the purposes specified in the applicable Additional Credit Extension Amendment.

6.12 Covenant to Guarantee Obligations and Give Security.

(a) Upon the formation or acquisition of any new direct or indirect Subsidiary (other than any (i) any CFC, (ii) any Subsidiary owned directly or indirectly by a CFC or (iii) any Domestic Subsidiary if substantially all of the assets of such Domestic Subsidiary consist of Equity Interests in one or more Foreign Subsidiaries that are CFCs) by any Loan Party, then the Borrower shall, at the Borrower's expense, within the time period specified below unless the Administrative Agent in its sole discretion consents to an extension thereof:

(i) within 45 days after such formation or acquisition, cause such Subsidiary, and cause each direct and indirect parent of such Subsidiary (if it has not already done so), to duly execute and deliver to the Administrative Agent a counterpart to this Agreement, in form and substance satisfactory to the Administrative Agent, guaranteeing the other Loan Parties' obligations under the Loan Documents,

(ii) within 45 days after such formation or acquisition, cause such Subsidiary and each direct and indirect parent of such Subsidiary (if it has not already done so) to duly execute and deliver to the Administrative Agent supplements to the Collateral Documents and other security and pledge agreements covering the personal property of such Subsidiaries, as specified by and in form and substance satisfactory to the Administrative Agent (including delivery of all Pledged Debt and Pledged Equity in and of such Subsidiary, and other instruments of the type specified in Section 4.01(a)(ii)), securing payment of all the Obligations of such Subsidiary or such parent, as the case may be, under the Loan Documents and constituting Liens on all such personal properties,

(iii) within 45 days after such formation or acquisition, cause such Subsidiary and each direct and indirect parent of such Subsidiary (if it has not already done so) to take whatever action (including the filing of Uniform Commercial Code financing statements, the giving of notices and the endorsement of notices on title documents) may be necessary in the reasonable opinion of the Administrative Agent to vest in the Administrative Agent (or in any representative of the Administrative Agent designated by it) valid and subsisting Liens on the personal properties

purported to be subject to Collateral Documents, as applicable, and the security and pledge agreements delivered pursuant to this Section 6.12, enforceable against all third parties in accordance with their terms, and

(iv) within 45 days after such formation or acquisition, deliver to the Administrative Agent, upon the request of the Administrative Agent in its sole discretion, a signed copy of a favorable opinion, addressed to the Administrative Agent and the other Secured Parties, of counsel for the Loan Parties acceptable to the Administrative Agent as to the matters contained in clauses (i), (ii) and (iii) above, and as to such other matters as the Administrative Agent may reasonably request.

(b) Subject to the Intercreditor Agreement, promptly grant to the Collateral Agent, within 30 days of the acquisition thereof, a security interest in and Mortgages on each parcel of Real Estate owned in fee by such Loan Party as is acquired by such Loan Party after the Closing Date and that, together with any improvements thereon, individually has a fair market value of at least \$5.0 million as additional security for the Obligations (unless the subject property is already mortgaged to a third-party to the extent permitted by Section 7.01). Such Mortgages shall be granted pursuant to documentation reasonably satisfactory in form and substance to the Administrative Agent and the Collateral Agent and shall constitute valid and enforceable perfected Liens subject only to Permitted Liens or other Liens acceptable to the Administrative Agent. The Mortgages or instruments related thereto shall be duly recorded or filed in such manner and in such places as are required by law to establish, perfect, preserve and protect the Liens in favor of the Collateral Agent required to be granted pursuant to the Mortgages and all taxes, fees and other charges payable in connection therewith shall be paid in full. Such Loan Party shall otherwise take such actions and execute and/or deliver to the Collateral Agent such documents as the Administrative Agent or the Collateral Agent shall require to confirm the validity, perfection and priority of the Lien of any existing Mortgage or new Mortgage against such after-acquired Real Estate (including (i) fully paid American Land Title Association Lender's Extended Coverage title insurance policies or applicable state title policy in form and substance, with endorsements and in amounts acceptable to the Administrative Agent, issued by title insurers reasonably acceptable to the Administrative Agent, insuring the Mortgages to be valid and subsisting Liens on the property described therein, free and clear of all defects (including, but not limited to, mechanics' and materialmen's Liens) and encumbrances, excepting only Permitted Encumbrances and other Liens permitted under the Loan Documents, and providing for such other affirmative insurance (including endorsements for future advances under the Loan Documents, for mechanics' and materialmen's Liens and for zoning of the applicable property) and as the Administrative Agent may reasonably deem necessary or desirable (a "Mortgage Policy"), (ii) a Survey, (iii) the Flood Documentation and (iv) a local counsel opinion (in form and substance reasonably satisfactory to the Administrative Agent and the Collateral Agent) in respect of such Mortgage).

(c) Concurrently with the guarantee by any direct or indirect Domestic Subsidiary that is a Subsidiary of any obligations under the ABL Loan Documents, cause such direct or indirect Subsidiary to guarantee the Obligations of the Loan Parties hereunder and otherwise comply with the requirements of this Section 6.12.

(d) At any time upon request of the Administrative Agent, promptly execute and deliver any and all further instruments and documents and take all such other action as the Administrative Agent may deem reasonably necessary or desirable in obtaining the full benefits of, or (as applicable) in perfecting and preserving the Liens of, such guaranties, deeds of trust, trust deeds, deeds to secure debt, mortgages, leasehold mortgages, leasehold deeds of trust, supplements to the Collateral Documents and other security and pledge agreements.

(e) Subject to the terms of the Intercreditor Agreement and prior to the satisfaction of the Discharge of ABL Obligations, with respect to any obligation under this Section 6.12 or any Collateral Document to deliver possession or control of any Collateral on which there is a Second Priority Lien by the Collateral Agent, such obligation shall be deemed satisfied by the delivery of possession or control of such Collateral to the “collateral agent” for the ABL Facility (holding for the benefit of the Collateral Agent for the Secured Parties).

6.13 Further Assurances. Promptly upon request by the Administrative Agent, or any Lender through the Administrative Agent, (a) correct any material defect or error that may be discovered in any Loan Document or in the execution, acknowledgment, filing or recordation of any of the foregoing, and (b) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent, or any Lender through the Administrative Agent, may reasonably require from time to time in order to (i) carry out more effectively the purposes of the Loan Documents, (ii) to the fullest extent permitted by applicable Law, subject any Loan Party’s or any of the Subsidiaries’ properties, assets, rights or interests to the Liens now or hereafter intended to be covered by any of the Collateral Documents, (iii) perfect and maintain the validity, effectiveness and priority of any of the Collateral Documents and any of the Liens intended to be created thereunder and (iv) assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively unto the Secured Parties the rights granted or now or hereafter intended to be granted to the Secured Parties under any Loan Document or under any other instrument executed in connection with any Loan Document to which any Loan Party or any of the Subsidiaries is or is to be a party, and cause each of the Subsidiaries to do so.

6.14 Lenders Meetings. The Borrower will, upon the request of the Administrative Agent or Required Lenders, participate in a meeting of the Administrative Agent and Lenders once during each Fiscal Quarter to be held, at the request of the Administrative Agent or Required Lenders, by teleconference or at the Borrower’s corporate offices (or at such other location as may be agreed to by the Borrower and the Administrative Agent) at such time as may be agreed to by the Borrower and the Administrative Agent.

6.15 Designation as Senior Debt. Designate all Obligations as “Designated Senior Indebtedness” (or any similar term) under, and defined in, any Subordinated Indebtedness of any Loan Party which contains such designations.

6.16 Ratings. Use commercially reasonable efforts to cause each of the First-Out Term Loans and the Second-Out Term Loans and the Borrower’s corporate credit to be rated (and then to continue to be rated) by S&P and Moody’s within 30 days of the Closing Date; provided that no particular ratings shall be required.

6.17 Post-Closing Matters.

(a) [Within seven (7) days after the Closing Date (or such later date to be agreed by the Administrative Agent), the Borrower shall deliver to the Administrative Agent the certificates representing the Pledged Equity referred to in the Pledge Agreement accompanied by undated stock powers executed in blank and instruments evidencing the Pledged Debt indorsed in blank or with other appropriate instruments of transfer (to the extent not previously delivered to the Administrative Agent).]

(b) [Within thirty (30) days after the Closing Date (or such later date to be agreed by the Administrative Agent), the Borrower shall deliver to the Administrative Agent the insurance endorsements as required under Section 6.07 and the Security Agreement (to the extent not previously delivered to the Administrative Agent).]

ARTICLE VII NEGATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied (other than (i) any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement and (ii) Obligations under Other Liabilities), the Borrower shall not, (and with respect to Section 7.13 only, Holdings shall not), nor shall the Borrower permit any Subsidiary to, directly or indirectly:

7.01 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, other than the following Liens (Liens described below are herein referred to as “Permitted Liens”):

- (a) Liens pursuant to any Loan Document;
- (b) Liens existing on the date hereof and listed on Schedule 7.01(b) and any renewals or extensions thereof, provided that (i) the property covered thereby is not changed in any material manner, (ii) the amount secured or benefited thereby is not increased except as contemplated by Section 7.02(f), (iii) the direct and contingent obligors with respect thereto are not changed (other than to decrease the number of obligors), and (iv) any renewal or extension of the obligations secured or benefited thereby is permitted by Section 7.02(f);
- (c) Liens for taxes not yet due or which are the subject of a Permitted Protest;
- (d) carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 60 days or which are the subject of a Permitted Protest;
- (e) (i) pledges or deposits in the ordinary course of business in connection with workers’ compensation, unemployment insurance and other social security legislation, other than any Lien imposed by ERISA and (ii) pledges and deposits in the ordinary course of business securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to Holdings or any of its Subsidiaries;
- (f) deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness for borrowed money), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;
- (g) easements, rights-of-way, restrictions and other similar encumbrances affecting Real Estate which, in the aggregate, do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person;
- (h) Liens securing judgments for the payment of money not constituting an Event of Default under Section 8.01(h);
- (i) Liens securing Indebtedness permitted under Section 7.02(h); provided that (i) such Liens do not at any time encumber any property other than the property financed by such Indebtedness, (ii) the Indebtedness secured thereby does not exceed the cost of the property being acquired on the date of acquisition, and (iii) such Lien and the Indebtedness secured thereby are

incurred contemporaneously with or within two hundred seventy (270) days after the acquisition of such property;

(j) Liens securing the ABL Facility having the priority set forth in the Intercreditor Agreement;

(k) landlords' and lessors' Liens in respect of rent and other lease obligations that are not past due for a period of 60 days or more or that are the subject of a Permitted Protest;

(l) possessory Liens in favor of brokers and dealers arising in connection with the acquisition or disposition of Investments, provided that such Liens (a) attach only to such Investments and (b) secure only obligations incurred in the ordinary course and arising in connection with the acquisition or disposition of such Investments and not any obligation in connection with margin financing;

(m) Liens arising solely by virtue of any statutory or common law provisions relating to banker's Liens, ordinary course Liens in favor of securities intermediaries, rights of setoff or similar rights and remedies as to deposit accounts or securities accounts or other funds maintained with depository institutions or securities intermediaries;

(n) Liens arising from precautionary UCC filings regarding "true" operating leases or the consignment of goods to a Loan Party;

(o) Liens in favor of customs and revenues authorities imposed by applicable Law arising in the ordinary course of business in connection with the importation of goods and securing obligations (i) that are not overdue by more than sixty (60) days, or (ii) that are the subject of a Permitted Protest;

(p) Liens on specific existing assets and proceeds thereof of a Person acquired following the Closing Date in existence on the date such Person became a Subsidiary; provided that such Liens were not created in anticipation of the transaction pursuant to which such Person became a Subsidiary;

(q) licenses of Intellectual Property permitted under Section 7.05(g) hereof;

(r) Liens on the assets of Subsidiaries that are not Loan Parties securing Indebtedness or other obligations of such Subsidiaries that are not Loan Parties Subsidiaries permitted by Section 7.02;

(s) Liens on the Collateral securing Indebtedness permitted by Section 7.02(b);

(t) other Liens securing Indebtedness or other obligations of the Borrower and the Subsidiary Guarantors outstanding in an aggregate principal amount not to exceed the greater of (x) \$52.5 million and (y) 105% of Consolidated EBITDA;

(u) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business which do not (i) in any case materially detract from the value of the property subject thereto or (ii) interfere in any material respect with the business of the Borrower and its Subsidiaries or (iii) secure any Indebtedness;

(v) Liens solely on any cash earnest money deposits made by the Borrower or any of the Subsidiaries in connection with any letter of intent or purchase agreement permitted hereunder;

(w) ground leases in respect of real property on which facilities owned or leased by the Borrower or any of its Subsidiaries are located;

(x) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto; and

(y) Liens on the Collateral securing Indebtedness permitted by Section 7.02(k).

Notwithstanding anything to the contrary in this Agreement or in any other Loan Document: (A) any Indebtedness of Holdings, the Borrower or any other Loan Party incurred after the Closing Date owed to Holdings, the Borrower or any Subsidiary thereof shall be subordinated in right of payment to the Obligations [pursuant to the Intercompany Note] and (B) no Commitments shall be issued and no Loans hereunder may be borrowed if the purpose of such issuance or borrowing is to cause Lenders who do not constitute Required Lenders to constitute Required Lenders following such issuance or borrowing.

7.02 Indebtedness. Create, incur, assume, guarantee, suffer to exist or otherwise become liable with respect to any Indebtedness, except (Indebtedness described below is herein referred to as "Permitted Indebtedness"):

(a) obligations (contingent or otherwise) of the Borrower or any of the Subsidiaries existing or arising under any Swap Contract, provided that such obligations are (or were) entered into by such Person in the ordinary course of business for the purpose of directly mitigating risks associated with fluctuations in interest rates or foreign exchange rates or otherwise to mitigate risks associated with its assets or liabilities or business operations;

(b) [Reserved];

(c) (i) Indebtedness of a Subsidiary of the Borrower owed to the Borrower or to another Subsidiary of the Borrower, and (ii) Indebtedness of the Borrower owed to any Subsidiaries of the Borrower, in each case, which Indebtedness shall (A) in the case of Indebtedness owed to a Loan Party, constitute "Pledged Debt" under the Security Agreement, (B) be on terms (including subordination terms, if owed by a Loan Party) acceptable to the Administrative Agent and (C) be otherwise permitted under the provisions of Section 7.03;

(d) Indebtedness under the Loan Documents;

(e) Indebtedness of the Loan Parties under the ABL Facility and any Permitted Refinancing Indebtedness in respect thereof (including Guarantees of any Guarantor in respect of such Indebtedness) in an aggregate principal amount at any time outstanding not to exceed \$140.0 million;

(f) Indebtedness outstanding on the date hereof and listed on Schedule 7.02 and any Permitted Refinancing Indebtedness in respect thereof;

(g) Guarantees of the Borrower or any Guarantor in respect of Indebtedness otherwise permitted hereunder of the Borrower or any Subsidiary Guarantor;

(h) Indebtedness in respect of Capital Lease Obligations, Synthetic Lease Obligations, and purchase money obligations for fixed or capital assets within the limitations set forth in Section 7.01(i) and Permitted Refinancing Indebtedness in respect thereof; provided, however, that the aggregate principal amount of all such Indebtedness at any one time outstanding shall not exceed the greater of (x) \$50.0 million and (y) 100% of Consolidated EBITDA;

(i) Permitted Holdco Debt;

(j) Indebtedness of any Person that becomes a Subsidiary of the Borrower after the date hereof in accordance with the terms of Section 7.03(h), which Indebtedness is existing at the time such Person becomes a Subsidiary of the Borrower (other than Indebtedness incurred solely in contemplation of such Person's becoming a Subsidiary of the Borrower) and Permitted Refinancing Indebtedness in respect thereof;

(k) [Ratio / Incremental Equivalent Debt];¹¹

(l) additional Indebtedness of the Loan Parties and their Subsidiaries in an aggregate principal amount at any time outstanding not to exceed the greater of (x) \$52.5 million and (y) 105% of Consolidated EBITDA at any time outstanding;

(m) Indebtedness of Foreign Subsidiaries under the Swedish Credit Facility in an aggregate principal amount at any time outstanding not to exceed the U.S. dollar equivalent (as reasonably determined by the Administrative Agent) the greater of (x) \$100 million and (y) 200% of Consolidated EBITDA outstanding at any time; and

(n) other Indebtedness of Subsidiaries that are not Loan Parties (including any Foreign Subsidiaries) in an aggregate principal amount at any time outstanding not to exceed the greater of (x) \$20.0 million and (y) 40% of Consolidated EBITDA outstanding at any time.

For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a non-U.S. currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred; *provided* that, if such Indebtedness is incurred to extend, replace, refund, refinance, renew or defease other Indebtedness denominated in a foreign currency, and such extension, replacement, refunding, refinancing, renewal or defeasance would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such extension, replacement, refunding, refinancing, renewal or defeasance, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased.

7.03 Investments. Make or hold any Investments, except:

(a) Investments held by the Borrower and the Subsidiaries in the form of Cash Equivalents;

¹¹ NTD: to match the Incremental Term Loan Amount Ratio.

(b) Investments consisting of loans and advances to officers, directors and employees of Holdings (or any direct or indirect parent thereof) and its Subsidiaries to finance the purchase of capital stock of Holdings (or any direct or indirect parent thereof) and for travel, entertainment, relocation and analogous ordinary business purposes, in an aggregate amount not to exceed \$2.5 million at any time outstanding;

(c) (i) Investments outstanding on the Closing Date by Borrower and its Subsidiaries in their respective Subsidiaries, (ii) additional Investments by Borrower and its Subsidiaries in Subsidiaries that are Loan Parties at the time of the making of such Investment, (iii) additional Investments by Subsidiaries of the Borrower that are not Loan Parties (including Foreign Subsidiaries) in other Subsidiaries that are not Loan Parties ((including Foreign Subsidiaries), and (iv) so long as no Default or Event of Default then exists or would arise therefrom, additional Investments by the Loan Parties in Subsidiaries that are not Loan Parties in an aggregate amount when taken together with all purchases and acquisitions referred to in Section 7.03(h)(ii), during the term of this Agreement not to exceed (A) the greater of (x) \$35.0 million and (y) 50% of total Consolidated assets of Borrower and its Subsidiaries as of the last day of the most recently completed Measurement Period (net of any cash return of principal or capital on any such Investment, purchases or acquisitions made pursuant to this Section 7.03(c)(iv) or Section 7.03(h)(ii) or Section 7.03(l) to Borrower or a Subsidiary Guarantor that is not applied pursuant to the parenthetical phrase in Section 7.03(h)(ii)(y) or Section 7.03(l)(x)) plus (B) an amount equal to the amount of cash distributions to the Borrower or a Subsidiary Guarantor following the Closing Date from the Foreign Subsidiaries that has not been redistributed to any Foreign Subsidiary;

(d) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(e) Guarantees permitted by Section 7.02;

(f) Investments existing on the date hereof and set forth on Schedule 5.07(e) and any modification, replacement, renewal, reinvestment or extension of any of the foregoing that does not increase the amount thereof;

(g) Investments in Swap Contracts permitted under Section 7.02(a);

(h) the purchase or other acquisition of all of the Equity Interests in, or all or substantially all of the property, or assets comprising a business unit, of, any Person; provided that, with respect to each purchase or other acquisition made pursuant to this Section 7.03(h) (each such purchase or acquisition, a "Permitted Acquisition”):

(i) any such newly-created or acquired Subsidiary as a result of any such transaction shall comply with the applicable requirements of Section 6.12;

(ii) any such purchase or other acquisition that, upon the consummation thereof, does not result in the assets or property so purchased or acquired being wholly-owned directly by the Borrower or one or more Subsidiary Guarantors or, in the case of any acquisition of Equity Interests that does not result in the Person(s) so acquired becoming a Subsidiary Guarantor(s), in each case, within 45 days after such purchase or acquisition shall not exceed, together with all such other purchases or other acquisitions and all Investments referred to in Section 7.03(c), the greater of (x) \$35.0 million and (y)

50% of total Consolidated assets of Borrower and its Subsidiaries as of the last day of the most recently completed Measurement Period (net of any cash return of principal on capital on any acquisition, purchase or Investment made pursuant to this Section 7.03(h)(ii) or Section 7.03(c)(iv) or Section 7.03(l) to Borrower or a Subsidiary Guarantor that is not applied pursuant to the parenthetical phrase in Section 7.03(c)(iv)(A) or 7.03(l)(x);

(iii) [reserved];

(iv) immediately before and immediately after giving effect to any such purchase or other acquisition, no Event of Default shall have occurred and be continuing; and

(v) the Borrower shall have delivered to the Administrative Agent, on or prior to the date on which any such purchase or other acquisition is to be consummated, a certificate of a Responsible Officer, in form and substance reasonably satisfactory to the Administrative Agent, certifying that all of the requirements set forth in this clause (h) have been satisfied or will be satisfied on or prior to the consummation of such purchase or other acquisition (other than the requirements of clause (i), which will be satisfied as required by Section 6.12);

(i) Investments resulting from the issuance of Indebtedness of Holdings (or any direct or indirect parent thereof) to the Borrower or any of the Subsidiaries in an amount not to exceed the amount necessary to permit Holdings (or any direct or indirect parent thereof) to pay (i) so long as no Event of Default shall have occurred and be continuing at the time thereof or would result therefrom, reasonable and customary corporate and out-of-pocket operating expenses actually payable to persons that are not Affiliates relating to maintaining its ownership interest in the Borrower (including reasonable out-of-pocket expenses for legal, administrative and accounting services provided by third parties, and compensation, benefits and other amounts payable to officers and employees in connection with their employment in the ordinary course of business and to board of director observers), (ii) franchise fees or similar Taxes and fees required to maintain its corporate existence, (iii) any income Taxes imposed on Holdings (or any direct or indirect parent thereof) as the common parent of a consolidated, combined or similar Tax group of which the Borrower and/or its Subsidiaries are members, up to an amount not to exceed the amount of any such income Taxes that the Borrower and its Subsidiaries would have been required to pay on a separate company (or a stand-alone Tax group) basis (reduced by any income Taxes paid directly by the Borrower or its Subsidiaries); provided that in determining the hypothetical income Tax liability of the Borrower and/or its Subsidiaries on a separate company (or a stand-alone Tax group) basis for the purpose of clause (iii), any interest expense on any Indebtedness incurred by Holdings (or any direct or indirect parent thereof) shall be treated as the interest expense of the Borrower, and (iv) all costs or fees incurred in compliance with or in anticipation of compliance with Securities Laws and state securities Laws;

(j) promissory notes and other non-cash consideration that is permitted to be received in connection with Dispositions permitted by Section 7.05;

(k) any Investments made with the proceeds received by or contributed to the Borrower from the substantially concurrent issuance of new Equity Interests (other than Disqualified Equity Interests) issued by Holdings and not used for any other purpose permitted under this Agreement;

(l) without duplication of any other Investments permitted hereunder, other Investments by the Borrower or any of the Subsidiaries not exceeding (x) the greater of (A) \$50.0 million and (B) 100% of Consolidated EBITDA in any Fiscal Year (with the unused portion of such scheduled amount available for use in any succeeding Fiscal Year), net of any cash return to the Borrower and its Subsidiaries of principal or capital of any such Investment or (y) the greater of (A) \$50.0 million and (B) 100% of Consolidated EBITDA in the aggregate (net of any cash return of principal or capital of any Investment, purchase or acquisition made pursuant to this Section 7.03(l) or Section 7.03(c)(iv) or 7.03(h)(ii) to the Borrower or a Subsidiary Guarantor that is not applied pursuant to the parenthetical phrase in Section 7.03(c)(iv)(y) or 7.03(h)(ii);

(m) so long as no Event of Default shall have occurred and be continuing or would result from the making of any such Investment, Investments in an amount not to exceed the Available Amount;

(n) Investments to the extent that payment for such Investments is made solely with Qualified Equity Interests of Holdings (or any direct or indirect parent thereof);

(o) Investments held by a Subsidiary acquired after the Closing Date or of a Person merged into the Borrower or merged or consolidated with a Subsidiary in accordance with Section 7.04 after the Closing Date (other than existing Investments in subsidiaries of such Subsidiary or Person, which must comply with the requirements of Sections 7.02(h) or (l)) to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger or consolidation and were in existence on the date of such acquisition, merger or consolidation;

(p) Guarantees by the Borrower or any of the Subsidiaries of leases (other than Capital Lease Obligations) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business;

(q) Investments of any Loan Party at the time of and immediately after the incurrence of such Investment, on a Pro Forma Basis, the Consolidated Leverage Ratio for the Measurement Period most recently ended prior to the incurrence of such Indebtedness is no greater than [-] to 1.00;

7.04 Fundamental Changes. Merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that:

(a) any Subsidiary of the Borrower may merge with (i) the Borrower, provided that the Borrower shall be the continuing or surviving Person, or (ii) any one or more other Subsidiaries, provided that when any Loan Party is merging with another Subsidiary that is not a Loan Party, such Loan Party shall be the continuing or surviving Person;

(b) any Subsidiary (other than the Borrower) may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Borrower or to another Loan Party (other than Holdings);

(c) any Subsidiary that is not a Loan Party (i) may dispose of all or substantially all its assets (including any Disposition that is in the nature of a liquidation) to (A) another Subsidiary that is not a Loan Party or (B) to a Loan Party (other than Holdings), or (ii) may be dissolved, with its assets (if any) being transferred in accordance with clause (i) hereof;

(d) in connection with any acquisition permitted under Section 7.03, any Subsidiary of the Borrower may merge into or consolidate with any other Person or permit any other Person to merge into or consolidate with it; provided that (i) the Person surviving such merger shall be a wholly-owned Subsidiary of the Borrower, (ii) in the case of any such merger to which any Loan Party (other than the Borrower) is a party, such Loan Party is the surviving Person and (iii) in the case of any merger involving the Borrower, the Borrower is the surviving Person;

(e) any Disposition permitted by Section 7.05 may be structured as a sale of all or substantially all of the Equity Interests of a Subsidiary;

(f) any Subsidiary which has no assets to distribute to its equity holders may be dissolved or liquidated; and

(g) any Foreign Subsidiary that is not a Subsidiary may be dissolved or liquidated, including through an insolvency, bankruptcy or equivalent proceeding.

7.05 Dispositions. Make any Disposition or enter into any agreement to make any Disposition, except:

(a) Dispositions of obsolete or worn out property, or property (including Intellectual Property) that is no longer used or useful in the business of the Borrower and its Subsidiaries whether now owned or hereafter acquired, in each case, in the ordinary course of business (it being understood that this clause (a) does not include the liquidation of any Store or the inventory and other assets located therein);

(b) Dispositions of inventory and goods held for sale in the ordinary course of business;

(c) Dispositions of equipment or Real Estate to the extent that such property is exchanged for credit against all or a portion of the purchase price of similar replacement property and, if such property is Collateral, then such replacement property is made subject to Liens and security interests in favor of the Collateral Agent for the benefit of the Secured Parties;

(d) Dispositions of property by any Subsidiary to the Borrower or to a wholly-owned Subsidiary; provided that if the transferor of such property is a Subsidiary Guarantor, the transferee thereof must either be the Borrower or a Subsidiary Guarantor or an Investment permitted under Section 7.03;

(e) Dispositions permitted by Sections 7.04 (a), (b), (c), (d), (f) and (g);

(f) bulk sales or other dispositions of the inventory of the Borrower or a Subsidiary not in the ordinary course of business in connection with Store closings, at arm's length, provided, that such Store closures are approved by the board of directors of Holdings (or any direct or indirect parent thereof);

(g) grants (A) licenses of Intellectual Property of over-the-counter software that is commercially available to the public, (B) non-exclusive licenses for the use of the Intellectual Property of Borrower or any of its Subsidiaries entered into in the ordinary course of business, (C) licenses of Intellectual Property that could not result in a legal transfer of the licensed property but that may be exclusive as to territory only as to discrete geographical areas outside of the

United States, and (D) licenses of Intellectual Property that may be exclusive as to particular field of use;

(h) Dispositions by the Borrower and the Subsidiaries not otherwise permitted under this Section 7.05; provided that (i) at the time of such Disposition, no Default shall exist or would result from such Disposition, (ii) [reserved] and (iii) at least 75% of the purchase price for such asset shall be paid to the Borrower or such Subsidiary in cash or Cash Equivalents; provided, that with respect to the foregoing requirement in clause (iii), the following shall be deemed cash: (x) an assumption of Indebtedness (other than Subordinated Indebtedness) of the Borrower or such Subsidiary by a purchaser in connection with the applicable Disposition, (y) securities, notes or other obligations or assets received by the Borrower or any Restricted Subsidiary from the transferee (including earnouts and similar obligations) that are converted by the Borrower or such Restricted Subsidiary into cash or Cash Equivalents, or by their terms are required to be satisfied for cash or Cash Equivalents (to the extent of the cash or Cash Equivalents received) within 180 days following the closing of the applicable Disposition, and (z) any Designated Noncash Consideration received by the Borrower or any of its Subsidiaries in an such Disposition having an aggregate fair market value (as determined by the Borrower in good faith, which determination shall be conclusive), taken together with all other Designated Noncash Consideration received pursuant to this clause (z), not to exceed an aggregate amount at any time outstanding equal to the greater of \$12.5 million and 25% of Consolidated EBITDA (with the fair market value (as determined by the Borrower in good faith, which determination shall be conclusive);

(i) Licenses for the conduct of licensed departments (other than to an Affiliate of any Loan Party) within any Store in the ordinary course of business; and

(j) other Dispositions in an aggregate amount not to exceed the greater of (x) \$12.5 million and (y) 25% of Consolidated EBITDA.

provided, however, that any Disposition pursuant to clauses (a) through (d), and clauses (f) and (h) shall be for fair market value.

Notwithstanding the foregoing or anything else in this Agreement or the other Loan Documents to the contrary, no Disposition consisting of Material Intellectual Property may be made from any Loan Party to any Subsidiary that is not a Guarantor (other than licensing or sublicensing of such Material Intellectual Property made in the ordinary course of business and consistent with past practice, provided such licensing or sublicensing is not an exclusive license).¹²

7.06 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, except that:

(a) each Subsidiary of the Borrower may make Restricted Payments to any other Loan Party (other than Holdings) and any other Person that owns a direct Equity Interest (other than Disqualified Equity Interests) in such Subsidiary, ratably according to their respective holdings of the type of Equity Interests in respect of which such Restricted Payment is being made;

(b) Borrower and each of its Subsidiaries may declare and make dividend payments or other distributions payable solely in the common or preferred stock or other common or preferred Equity Interests of such Person (other than Disqualified Equity Interests); provided that

¹² NTD: To confirm whether a carve out would be needed to transfer Elfa IP to Elfa in connection with a sale.

such Equity Interests shall be pledged to the Collateral Agent to the extent required by Section 6.12 hereof;

(c) Borrower may declare and pay cash dividends to Holdings (or any direct or indirect parent thereof) in an amount not to exceed an amount necessary to permit Holdings(or any direct or indirect parent thereof) to pay (i) reasonable and customary corporate and operating expenses relating to maintaining its ownership interest in the Borrower (including reasonable out-of-pocket expenses for legal, administrative and accounting services provided by third parties, and compensation, benefits and other amounts payable to officers and employees in connection with their employment in the ordinary course of business and to board of director observers), (ii) franchise Taxes and similar fees required to maintain its corporate existence, (iii) any income Taxes imposed on Holdings(or any direct or indirect parent thereof) as the common parent of a consolidated, combined or similar Tax group of which the Borrower and/or its Subsidiaries are members, up to an amount not to exceed the amount of any such income Taxes that the Borrower and its Subsidiaries would have been required to pay on a separate company (or a stand-alone Tax group) basis (reduced by any income Taxes paid directly by the Borrower or its Subsidiaries); provided that in determining the hypothetical income Tax liability of the Borrower and/or its Subsidiaries on a separate company (or a stand-alone Tax group) basis for the purpose of clause (iii), any interest expense on any Indebtedness incurred by Holdings (or any direct or indirect parent thereof) shall be treated as the interest expense of the Borrower and (iv) all costs or fees incurred in compliance with or in anticipation of compliance with Securities Laws and state securities Laws;

(d) Borrower may (or make Restricted Payments to allow Holdings (or any direct or indirect parent thereof)) repurchase, redeem or otherwise acquire or retire shares of its capital stock held by officers, directors or employees of Holdings (or any direct or indirect parent thereof) or any Subsidiary (or their estates or trusts) following the death, disability or termination of employment of any such Person and, so long as no Default shall have occurred and be continuing (or would result therefrom), the Borrower may pay dividends to Holdings (or any direct or indirect parent thereof) to permit such repurchase, redemption, retirement or acquisition; provided that the aggregate amount of payments to Holdings (or any direct or indirect parent thereof) by the Borrower under this clause (d) will not exceed \$2.5 million in any Fiscal Year of the Borrower (with any unused portion of such scheduled amount available for use in any succeeding Fiscal Year);

(e) so long as no Event of Default shall have occurred and be continuing or would result therefrom, Borrower and each of its Subsidiaries may make other Restricted Payments at any time in an amount not to exceed the sum of (i) the greater of (x) \$25.0 million and (y) 50% of Consolidated EBTIDA in the aggregate during the term of this Agreement (together with any prepayments of Subordinated Indebtedness pursuant to Section 7.12(d)(i)) and (ii) if, after giving effect to such Restricted Payment on a Pro Forma Basis, the Consolidated Leverage Ratio as of the last day of the most recently ended Measurement Period would be no greater than 2.00:1.00, the Available Amount at such time (for the purposes of clarity, the Available Amount under this clause (ii) cannot be used to make Restricted Payments (or payments to Holdings in order for Holdings to make) in order to make cash dividend payments on Holdings' preferred stock);

(f) Investments permitted by Section 7.03;

(g) repurchases of Equity Interests in Holdings (or any direct or indirect parent thereof), the Borrower or any of the Subsidiaries deemed to occur upon exercise of stock options

or warrants or similar rights to the extent such Equity Interests represent a portion of the exercise price of such options or warrants or similar rights;

(h) the Borrower may make Restricted Payments to Holdings (or any direct or indirect parent thereof) (and Holdings may make Restricted Payments to any direct or indirect parent of Holdings) the proceeds of which shall be used to make payments permitted under Sections 7.08(d), (e) and (h) (but only to the extent such payments have not been and are not expected to be made by the Borrower or a Subsidiary);

(i) the declaration and payment of dividends on the Borrower's common stock following the first public offering of the Borrower's common stock or the common stock of any of its direct or indirect parents after the Closing Date, of up to 6.0% per annum of the net proceeds received by or contributed to the Borrower in or from any such public offering, other than public offerings with respect to the Borrower's common stock registered on Form S-4 or Form S-8; and

(j) the payment of any dividend or distribution within 60 days after the date of declaration thereof, if at the date of declaration (i) such payment would have complied with the provisions of clause (i) and (ii) no Event of Default occurred and was continuing.

provided, for purposes of calculating the amount available to make Restricted Payments, any dividend or distribution paid in reliance on clause (j) shall be deemed to be a Restricted Payment on the date of declaration and not on the date of payment.

7.07 Change in Nature of Business. Engage in any material line of business substantially different from those lines of business conducted by the Borrower and the Subsidiaries on the date hereof or any business reasonably related or ancillary thereto.

7.08 Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of the Loan Parties involving aggregate consideration in excess of the greater of (x) \$3.0 million and (y) 6% of Consolidated EBITDA, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to the Loan Parties or such Subsidiary as would be obtainable by the Loan Parties or such Subsidiary at the time in a comparable arm's length transaction with a Person other than an Affiliate; provided that the foregoing restriction shall not apply to:

(a) transactions among (i) the Loan Parties, (ii) any Subsidiaries of Holdings that are not Loan Parties or (iii) the Loan Parties, on the one hand, and any Subsidiary that is not a Loan Party, on the other hand, that are at least as favorable to the Loan Parties as could be obtained in an arm's-length transaction from an unaffiliated party;

(b) (i) any Indebtedness permitted by Section 7.02; (ii) any Investments permitted by Section 7.03; (iii) any Disposition Permitted by Section 7.05 and (iv) any Restricted Payment permitted by Section 7.06;

(c) so long as no Event of Default has occurred and is continuing or would result therefrom, the payment of (i) [reserved], and (ii) Transaction Expenses;

(d) employment, consulting and severance agreements;

(e) loans and advances permitted by Section 7.03(b);

(f) payment of directors' fees, expenses and indemnities;

(g) incurrence of Subordinated Indebtedness by the Loan Parties otherwise permitted hereunder or the issuance of Equity Interests by Holdings, provided that no such Equity Interests may constitute Disqualified Equity Interests;

(h) transactions with joint ventures permitted hereunder for the purchase or sale of goods and services entered into in the ordinary course of business on terms no less favorable to the Loan Parties or such Subsidiary as would be obtainable by the Loan Parties or such Subsidiary at the time in a comparable arm's length transaction;

(i) to the extent constituting Affiliates of the Loan Parties, transactions with the Lenders in their respective capacities as such;

(j) transactions in which the Borrower or any of the Subsidiaries, as the case may be, delivers to the Administrative Agent a letter from an Independent Financial Advisor stating that such transaction is fair to the Borrower or such Subsidiary from a financial point of view; and

(k) Restricted Payments permitted by Section 7.06.

7.09 Burdensome Agreements. Enter into or permit to exist any Contractual Obligation (other than this Agreement or any other Loan Document) that (a) limits the ability (i) of any Subsidiary of Borrower to make Restricted Payments to any Loan Party or to otherwise transfer property to or invest in any Loan Party, except for any agreement in effect (A) on the date hereof and set forth on Schedule 7.09 and any modification, replacement, renewal, reinvestment or extension of any of the foregoing or (B) at the time any Person becomes a Subsidiary of Borrower, so long as such agreement was not entered into solely in contemplation of such Person becoming a Subsidiary of Borrower, (ii) of any Subsidiary of Borrower to Guarantee the Indebtedness of the Borrower, (iii) of any Subsidiary of Borrower to make or repay loans to a Loan Party or (iv) of the Borrower or any Subsidiary to create, incur, assume or suffer to exist Liens on property of such Person; provided, however, that this clause (iv) shall not prohibit any negative pledge incurred or provided in favor of any holder of Indebtedness permitted under Section 7.02 solely to the extent any such negative pledge relates to the property financed by or the subject of such Indebtedness; or (b) requires the grant of a Lien to secure an obligation of such Person if a Lien is granted to secure another obligation of such Person. The foregoing restrictions shall not be violated by reason of (i) applicable Laws, (ii) this Agreement and the other Loan Documents, (iii) (A) the ABL Loan Documents so long as the restrictions of the kind referred to in the previous sentence contained therein, taken as a whole, are not materially more restrictive than those contained in the ABL Loan Documents, (B) the Swedish Credit Facility, or (C) documents governing Permitted Holdco Debt so long as the restrictions of the kind referred to in the previous sentence contained therein, taken as a whole, are no more restrictive than those contained herein, (iv) customary non-assignment provisions of any contract, lease or license of the Borrower or any Subsidiary of the Borrower, (v) customary restrictions on a Subsidiary imposed pursuant to an agreement entered into for the sale or disposition of all or substantially all the Equity Interests or assets of a Subsidiary pending the closing of such sale or disposition, (vi) customary provisions in joint venture agreements and other similar agreements applicable to joint ventures entered into in the ordinary course of business, (vii) documents that represent Indebtedness of a Subsidiary that is not a Loan Party that is permitted by Section 7.03 to the extent such restriction applies only to such Subsidiary, (viii) documents that comprise restrictions imposed by any agreement governing Indebtedness entered into after the Closing Date and permitted under Section 7.03 that are, taken as a whole, in the good faith judgment of the Borrower, no more restrictive with respect to the Borrower or any Subsidiary than customary market terms for Indebtedness of such type (and, in any event, are no more restrictive than the restrictions contained in this Agreement), so long as the Borrower shall have determined in good faith that such restrictions will not affect its obligation or ability to make any payments or grant any Liens required hereunder or (ix) any restrictions under any agreement that amends, refinances or replaces any

agreement containing restrictions permitted under the preceding clauses provided that the terms and conditions are no less favorable taken as a whole to the Subsidiary.

7.10 Amendments of Material Indebtedness. Amend, modify or waive any of the Loan Party's rights under any Material Indebtedness (other than on account of any refinancing thereof otherwise permitted hereunder), in each case, to the extent that such amendment, modification or waiver would reasonably be likely to have a Material Adverse Effect.

7.11 Accounting Changes. Make any change in their Fiscal Year; provided, however, that Holdings and the Borrower may, upon written notice to the Administrative Agent, change its fiscal year to any other fiscal year reasonably acceptable to the Administrative Agent, in which case, Holdings, the Borrower and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary to reflect such change in Fiscal Year.

7.12 Prepayments, Etc. of Indebtedness. Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner any Subordinated Indebtedness, or make any payment in violation of any subordination terms of any Subordinated Indebtedness, except (a) regularly scheduled or mandatory repayments or redemptions of Subordinated Indebtedness, (b) voluntary prepayments of Subordinated Indebtedness as long as no Default or Event of Default then exists or would arise as a result of entering into such transaction or the making such payment, (c) refinancings and refundings of such Indebtedness in compliance with Section 7.02(b) or Section 7.02(e), as applicable and (d) payments of Subordinated Indebtedness up to the sum of (i) the greater of (x) \$25.0 million and (y) 33.3% of Consolidated EBTIDA in the aggregate during the term of this Agreement (together with any Restricted Payments made pursuant to Section 7.06(e)(i)) and (ii) an unlimited amount if, after giving effect to such Restricted Payment on a Pro Forma Basis, the Consolidated Leverage Ratio as of the last day of the most recently ended Measurement Period would be no greater than 2.00:1.00, the Available Amount at such time.

7.13 Holding Company. In the case of Holdings, engage in any business or activity other than (a) the ownership of all outstanding Equity Interests in the Borrower, (b) maintaining its corporate existence, (c) participating in Tax, accounting and other administrative activities as the parent of the Consolidated group of companies, including the Loan Parties, (d) the execution and delivery of the Loan Documents, the ABL Loan Documents, agreements governing other Indebtedness of the Borrower and its Subsidiaries not otherwise prohibited hereunder and agreements governing Permitted Holdco Debt, in each case, to which it is a party and the performance of its obligations thereunder, (e) any public offering of its common stock or any other issuance of its Equity Interests or any transaction permitted under Section 7.04, (f) holding any cash or property received in connection with Restricted Payments made by the Borrower in accordance with Section 7.06 pending application thereof by Holdings, (g) providing indemnification to officers and directors, (h) any activities in connection with the Transactions and (h) activities incidental to the businesses or activities described in clauses (a) through (g) of this Section.

7.14 Sale and Leaseback Transactions. Enter into any arrangement, directly or indirectly, with any person whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred, provided that Borrower and its Subsidiaries may become and remain liable as lessee, guarantor or other surety with respect to any such lease if and to the extent that the Borrower or any of its Subsidiaries would be permitted to enter into, and remain liable under, such lease to the extent that the transaction would be permitted under Section 7.02, assuming the sale and lease back transaction constituted Indebtedness in a principal amount equal to the gross proceeds of the sale and the related sale were permitted under Section 7.05(h).

7.15 Minimum Liquidity. The Loan Parties will not permit Liquidity of the Loan Parties and their Subsidiaries to be less than \$10 million as of the last Business Day of any calendar month.

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrower or any other Loan Party fails to (i) pay when and as required to be paid herein, any amount of principal of any Loan, or (ii) pay within three Business Days after the same becomes due, any interest on any Loan, or any fee due hereunder, or (iii) pay within five days after the same becomes due, any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants. Any Loan Party or any of its Subsidiaries fails to perform or observe any term, covenant or agreement applicable to it contained in any of Section 6.03(a), 6.05(a) (solely as it relates to the Borrower), 6.11 or Article VII; or

(c) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in Section 8.01(a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for 30 days following receipt of notice from the Administrative Agent or the Required Lenders; or

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrower or any other Loan Party herein, in any other Loan Document, or in any document delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made; or

(e) Cross-Default. (i) Any Loan Party or any Subsidiary thereof (A) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness or Guarantee (other than Indebtedness hereunder and Indebtedness under Swap Contracts) having an aggregate principal amount (including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than \$15.0 million, or (B) fails to observe or perform any other agreement or condition relating to any such Indebtedness or Guarantee or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such Guarantee to become payable or cash collateral in respect thereof to be demanded; provided that this paragraph (e)(B) shall not apply to (1) secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness; or (2) the occurrence of an event of default under the ABL Facility (other than a payment event of default) shall not constitute an Event of Default under this paragraph (e)(B) until the earliest of (x) 30 days after the date of such event of default (during which period such event of default is not waived or cured), (y) the acceleration of the obligations under the ABL Facility or (z) the exercise of secured creditor remedies by the ABL Agent and/or lenders under the ABL Facility as a result of such event

of default; or (ii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which a Loan Party or any Subsidiary thereof is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which a Loan Party or any Subsidiary thereof is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by such Loan Party or such Subsidiary as a result thereof is greater than \$15.0 million; or

(f) Insolvency Proceedings, Etc. Any Loan Party or any Material Subsidiary institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for 60 calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding; or

(g) Inability to Pay Debts; Attachment. (i) Any Loan Party or any Material Subsidiary becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within 30 days after its issue or levy; or

(h) Judgments. There is entered against any Loan Party or any Material Subsidiary and remains unpaid one or more final judgments or orders for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding \$20.0 million (to the extent not covered by independent third-party insurance as to which the insurer is rated at least "A" by A.M. Best Company, has been notified of the potential claim and does not dispute coverage) and (i) enforcement proceedings are commenced by any creditor upon such judgment or order, or (ii) there is a period of 30 consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(i) ERISA. An ERISA Event occurs or any substantially similar event occurs with respect to a Foreign Plan (that would have been an ERISA Event had the Foreign Plan been subject to ERISA and that gives rise to liability under analogous foreign law) which, together with all other ERISA Events (or such substantially similar events with respect to Foreign Plans) that have occurred, has resulted or could reasonably be expected to result in a Material Adverse Effect; or

(j) Invalidity of Loan Documents. Any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect against Holdings, the Borrower or any Material Subsidiary; or any Loan Party contests in any manner the validity or enforceability of any provision of any Loan Document; or any Loan Party denies that it has any or further liability or obligation under any provision of any Loan Document, or purports to revoke, terminate or rescind any provision of any Loan Document; or seeks to avoid, limit or otherwise adversely affect any Lien purported to be created under any Collateral Document; or

(k) Change of Control. There occurs any Change of Control; or

(l) Collateral Documents. Any Collateral Document after delivery thereof pursuant to Article IV, Section 6.12, or Section 6.18 shall for any reason (other than pursuant to the terms thereof) cease (or shall be asserted by any Loan Party or, in the reasonable discretion of the Administrative Agent, any other Person not) to create a valid and perfected First Priority Lien or Second Priority Lien, as applicable (subject to Liens permitted by Section 7.01), on the Collateral purported to be covered thereby with an aggregate fair market value for such Collateral of \$15.0 million or more, for any reason other than the failure of Collateral Agent to maintain control over any Collateral in its possession.

8.02 Remedies upon Event of Default. If any Event of Default occurs and is continuing, the Administrative Agent may (and at the request of, or with the consent of, the Required Lenders, shall) take any or all of the following actions:

(a) declare the commitment of each Lender to make Loans to be terminated, whereupon such commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Loan Parties; and

(c) whether or not the maturity of the Obligations shall have been accelerated pursuant hereto, proceed to protect, enforce and exercise all rights and remedies under this Agreement, any of the other Loan Documents or applicable Law, including, but not limited to, by suit in equity, action at law or other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Agreement and the other Loan Documents or any instrument pursuant to which the Obligations are evidenced, and, if such amount shall have become due, by declaration or otherwise, proceed to enforce the payment thereof or any other legal or equitable right of the Secured Parties;

provided, however, that upon the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States, the obligation of each Lender to make Loans shall automatically terminate, and the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, in each case without further act of the Administrative Agent or any Lender.

8.03 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable as set forth in the proviso to Section 8.02), or after the commencement of any Liquidation, subject to the terms of the Intercreditor Agreement, any amounts received on account of the Obligations shall be applied (by the Administrative Agent as hereby instructed so to apply) in the following order:

First, to payment in full of that portion of the Obligations constituting fees, indemnities, Secured Party Expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and the Collateral Agent and amounts payable under Article III) payable to the Administrative Agent and the Collateral Agent, each in its capacity as such;

Second, to the payment in full of the First-Out Term Loans (including both the principal, premium (including any Applicable Premium) and interest owed thereon) (the amounts so applied to be distributed among such Secured Parties *pro rata* in accordance with the amounts of the

First-Out Term Loans owed to them on the date of any such distribution) in accordance with this Agreement;

Third, to the payment in full of the Second-Out Term Loans (including both the principal, premium (including any Applicable Premium) and interest owed thereon) (the amounts so applied to be distributed among such Secured Parties *pro rata* in accordance with the amounts of the Second-Out Term Loans owed to them on the date of any such distribution) in accordance with this Agreement;

Fourth, to the payment in full of the amounts arising under Cash Management Services and Bank Products subject to confirmation by the Administrative Agent that any calculations of termination or other payment obligations are being made in accordance with normal industry practice;

Last, the balance, if any, after all of the Obligations have been paid in full, to the applicable Loan Parties or as otherwise required by Law.

Notwithstanding the foregoing, (a) amounts received from the Borrower or any Guarantor that is not a Qualified ECP Guarantor shall not be applied to the Obligations that are Excluded Swap Obligations (it being understood, that in the event that any amount is applied to Obligations other than Excluded Swap Obligations as a result of this clause (a), the Administrative Agent shall, to the extent permitted by law, make such adjustments as it determines are appropriate to distributions pursuant to clause Fourth above from amounts received from Qualified ECP Guarantors to ensure, as nearly as possible, that the proportional aggregate recoveries with respect to Obligations described in clause Fourth above by the holders of any Excluded Swap Obligations are the same as the proportional aggregate recoveries with respect to other Obligations pursuant to clause Fourth above) and (b) Obligations arising under Cash Management Services and Bank Products shall be excluded from the application described above if the Administrative Agent has not received written notice thereof, together with such supporting documentation as the Administrative Agent may request, from the applicable provider of Cash Management Services or Bank Products, as the case may be. Each provider of Cash Management Services or Bank Products not a party to this Agreement that has given the notice contemplated by the preceding sentence shall, by such notice, be deemed to have acknowledged and accepted the appointment of the Administrative Agent pursuant to the terms of Article IX hereof for itself and its Affiliates as if a “Lender” party hereto.¹³

ARTICLE IX ADMINISTRATIVE AGENT

9.01 Appointment and Authority.

(a) Each of the Lenders hereby irrevocably appoints [•] to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article IX are solely for the benefit of the Administrative Agent and the Lenders, and neither the Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions.

¹³ NTD: Intercreditor provisions providing typical intercreditor rights (e.g., DIP, enforcement of remedies, etc.) for the benefit of the First-Out Term Loans to come.

(b) The Administrative Agent shall also act as the Collateral Agent under the Loan Documents, and each of the Lenders (in its capacities as a Lender) hereby irrevocably appoints and authorizes the Administrative Agent to act as the agent of such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Collateral Agent and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Agent pursuant to Section 9.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Agents, shall be entitled to the benefits of all provisions of this Article IX and Article XI (including Section 11.04(c), as though such co-agents, sub-agents and attorneys-in-fact were the Collateral Agent under the Loan Documents) as if set forth in full herein with respect thereto.

9.02 Rights as a Lender. The Person serving as the Administrative Agent and Collateral Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent or the Collateral Agent and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent and Collateral Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent or the Collateral Agent hereunder and without any duty to account therefor to the Lenders.

9.03 Exculpatory Provisions. The Agents shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Agents:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent or Collateral Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent and the Collateral Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent or the Collateral Agent to liability or that is contrary to any Loan Document or applicable Law provided further that the Administrative Agent may seek clarification or directions from the Required Lenders prior to the exercise of any such instructed action and may refrain from acting until such clarification or directions have been provided; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or the Collateral Agent or any of its Affiliates in any capacity.

The Agents shall not be liable for any action taken or not taken by them (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Agents shall believe in good faith shall be necessary, under the circumstances as

provided in Sections 11.01 and 8.02) or (ii) in the absence of their own gross negligence or willful misconduct. The Agents shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent by the Borrower or a Lender.

The Agents shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Collateral Documents, (v) the value or the sufficiency of any Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Agents.

9.04 Reliance by Agents. The Agents shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by them to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Agents also may rely upon any statement made to them orally or by telephone and believed by them to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Agents may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by them, and shall not be liable for any action taken or not taken by them in accordance with the advice of any such counsel, accountants or experts. The Agents shall be fully justified in failing or refusing to take any action under any Loan Documents unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate. The Agents shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or consent of the Required Lenders (or such greater number of Lenders as may be expressly required hereby in any instance) and such request and any action take or failure to act pursuant thereto shall be binding upon all the Lenders.

9.05 Delegation of Duties. The Agents may perform in any and all of their duties and exercise their rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent or the Collateral Agent, as applicable. The Agents and any such sub-agent may perform any and all of their duties and exercise their rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article IX shall apply to any such sub-agent and to the Related Parties of the Agents and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facility provided for herein as well as activities as Administrative Agent or Collateral Agent. The Agents shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that the Agents acted with gross negligence or willful misconduct in the selection of such sub-agents.

9.06 Resignation of Agents. The Agents may at any time give notice of its resignation to the Lenders and the Borrower, including the effective date of such resignation which may be not less than 30 days from the date of such notice. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, with the consent of the Borrower at all times other than during the existence

of an Event of Default (which consent shall not be unreasonably withheld or delayed), to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agents give notice of their resignation, then the retiring Agents may on behalf of the Lenders, appoint a successor Administrative Agent and Collateral Agent meeting the qualifications set forth above; provided that if the Agents shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (a) the retiring Agents shall be discharged from their duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Collateral Agent on behalf of the Lenders under any of the Loan Documents, the retiring Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed) and (b) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section 9.06. Upon the acceptance of a successor's appointment as Administrative Agent and Collateral Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent and Collateral Agent, and the retiring Administrative Agent and Collateral Agent shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section 9.06). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's or Collateral Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article IX and Section 11.04 shall continue in effect for the benefit of such retiring Administrative Agent and Collateral Agent, their respective sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent and Collateral Agent was acting as Administrative Agent and Collateral Agent.

9.07 Non-Reliance on Agents and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon the Agents, or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Agents or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder. The Agents shall not have any duty or responsibility to provide any Lender with any other credit or other information concerning the affairs, financial condition or business of any Loan Party that may come into the possession of the Agents.

9.08 [Reserved]. Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses,

disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Sections 2.07 and 11.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.07 and 11.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

9.10 Collateral and Guaranty Matters. The Lenders irrevocably authorize the Agents, at their option and in their discretion,

(a) to release any Lien on any property granted to or held by the Collateral Agent under any Loan Document (i) upon termination of the Commitments payment in full of all Obligations (other than (A) contingent indemnification obligations for which no claim has then been asserted, (B) obligations and liabilities under Cash Management Services and (C) obligations and liabilities under Bank Products), (ii) that is sold or to be sold as part of or in connection with any sale permitted hereunder or under any other Loan Document to a Person that is not a Loan Party, or (iii) if approved, authorized or ratified in writing in accordance with Section 11.01;

(b) to release any Guarantor from its obligations hereunder if such Person ceases to be a Subsidiary as a result of a transaction permitted hereunder; and

(c) to subordinate any Lien on any property granted to or held by the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 7.01(i).

Upon request by the Agents at any time, the Required Lenders will confirm in writing the Agents' authority to release or subordinate their interest in particular types or items of property, or to release any Guarantor from its obligations hereunder pursuant to this Section 9.10. In each case as specified in this Section 9.10, the Administrative Agent or the Collateral Agent, as applicable, will, at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Collateral Documents or to subordinate its interest in such item, or to release such Guarantor from its obligations hereunder, in each case in accordance with the terms of the Loan Documents and this Section 9.10.

9.11 Notice of Transfer. The Agents may deem and treat a Lender party to this Agreement as the owner of such Lender's portion of the Obligations for all purposes, unless and until, and except to the extent, an Assignment and Assumption shall have become effective as set forth in Section 11.06.

9.12 Agency for Perfection. Each Lender hereby appoints each other Lender as agent for the purpose of perfecting Liens for the benefit of the Agents and the Lenders, in assets which, in accordance with Article 9 of the UCC or any other applicable Law can be perfected only by possession. Should any Lender (other than the Agents) obtain possession of any such Collateral, such Lender shall notify the Agents thereof, and, promptly upon the Collateral Agent's request therefor shall deliver such Collateral to the Collateral Agent or otherwise deal with such Collateral in accordance with the Collateral Agent's instructions.

9.13 Indemnification of Agents. The Lenders agree to indemnify the Agents (to the extent not reimbursed by the Loan Parties and without limiting the obligations of Loan Parties hereunder), ratably according to their respective principal amount of Loans held (or, if the Loans have been repaid, according to their respective principal amount of Loans held immediately prior to such repayment), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against any Agent in any way relating to or arising out of this Agreement or any other Loan Document or any action taken or omitted to be taken by any Agent in connection therewith; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from such Agent's gross negligence or willful misconduct as determined by a final and nonappealable judgment of a court of competent jurisdiction. Provided further that no action taken in accordance with the directions of the Required Lenders (or such greater number of Lenders as may be expressly required hereby in any instance) shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section 9.13

9.14 Withholding Tax. To the extent required by any applicable law, the Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. If the Internal Revenue Service or any other authority of the United States or other jurisdiction asserts a claim that the Agent did not properly withhold Tax from amounts paid to or for the account of any Lender for any reason (including, without limitation, because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Agent of a change in circumstance that rendered the exemption from, or reduction of withholding Tax ineffective), such Lender shall indemnify and hold harmless the Agent (to the extent that the Agent has not already been reimbursed by the Borrower and without limiting the obligation of the Borrower to do so) for all amounts paid, directly or indirectly, by the Agent as Tax or otherwise, including any interest, additions to Tax or penalties thereto, together with all expenses incurred, including legal expenses and any other out-of-pocket expenses, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error.

9.15 Relation Among Lenders. The Lenders are not partners or co-venturers, and no Lender shall be liable for the acts or omissions of, or (except as otherwise set forth herein in case of the Agents) authorized to act for, any other Lender.

9.16 Certain ERISA Matters. (a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of the Plan Asset Regulations or otherwise) of one or more Benefit Plans in connection with the Loans or the Commitments,

(ii) the prohibited transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable so as to exempt from the prohibitions of ERISA Section 406 and Code Section 4975 such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, and the conditions for exemptive relief thereunder are and will continue to be satisfied in connection therewith,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that none of the Administrative Agent or any of its Affiliates is a fiduciary with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto).

ARTICLE X CONTINUING GUARANTY

10.01 Guaranty. Each Guarantor hereby absolutely and unconditionally guarantees, as a guaranty of payment and performance and not merely as a guaranty of collection, prompt payment when due, whether at stated maturity, by required prepayment, upon acceleration, demand or otherwise, and at all times thereafter, of any and all of the Obligations, whether for principal, interest, premiums, fees, indemnities, damages, costs, expenses or otherwise, of the Borrower to the Secured Parties, arising hereunder and under the other Loan Documents (including all renewals, extensions, amendments, refinancings and other modifications thereof and all costs, attorneys' fees and expenses incurred by the Secured Parties in connection with the collection or enforcement thereof). The Administrative Agent's books and records showing the amount of the Obligations shall be admissible in evidence in any action or proceeding, and

shall be binding upon each Guarantor, and conclusive for the purpose of establishing the amount of the Obligations. This Guaranty shall not be affected by the genuineness, validity, regularity or enforceability of the Obligations or any instrument or agreement evidencing any Obligations, or by the existence, validity, enforceability, perfection, non-perfection or extent of any collateral therefor, or by any fact or circumstance relating to the Obligations which might otherwise constitute a defense to the obligations of any Guarantor under this Guaranty, and each Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to any or all of the foregoing.

Each Qualified ECP Guarantor (including the Borrower) hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of each such Loan Party's obligations (a) in respect of Swap Contracts to which it is a party and (b) under this Guaranty in respect of Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 10.01 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 10.01, or otherwise under this Guaranty, as it relates to such other Loan Party, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section shall remain in full force and effect until the termination of this Guaranty in accordance with Section 10.06 hereof. Each Qualified ECP Guarantor intends that this Section 10.01 constitute, and this Section 10.01 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

10.02 Rights of Lenders. Each Guarantor consents and agrees that the Secured Parties may, at any time and from time to time, without notice or demand, and without affecting the enforceability or continuing effectiveness hereof: (a) amend, extend, renew, compromise, discharge, accelerate or otherwise change the time for payment or the terms of the Obligations or any part thereof; (b) take, hold, exchange, enforce, waive, release, fail to perfect, sell, or otherwise dispose of any security for the payment of this Guaranty or any Obligations; (c) apply such security and direct the order or manner of sale thereof as the Administrative Agent and the Lenders in their sole discretion may determine; and (d) release or substitute one or more of any endorsers or other guarantors of any of the Obligations. Without limiting the generality of the foregoing, each Guarantor consents to the taking of, or failure to take, any action which might in any manner or to any extent vary the risks of such Guarantor under this Guaranty or which, but for this provision, might operate as a discharge of such Guarantor.

10.03 Certain Waivers. Each Guarantor waives (a) any defense arising by reason of any disability or other defense of the Borrower or any other Guarantor, or the cessation from any cause whatsoever (including any act or omission of any Secured Party) of the liability of the Borrower; (b) any defense based on any claim that such Guarantor's obligations exceed or are more burdensome than those of the Borrower; (c) the benefit of any statute of limitations affecting such Guarantor's liability hereunder; (d) any right to proceed against the Borrower, proceed against or exhaust any security for the Obligations, or pursue any other remedy in the power of any Secured Party whatsoever; (e) any benefit of and any right to participate in any security now or hereafter held by any Secured Party; and (f) to the fullest extent permitted by law, any and all other defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties. Each Guarantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Obligations, and all notices of acceptance of this Guaranty or of the existence, creation or incurrence of new or additional Obligations. As provided below, this Guaranty shall be governed by, and construed in accordance with, the laws of the State of New York.

10.04 Obligations Independent. The obligations of each Guarantor hereunder re those of primary obligor, and not merely as surety, and are independent of the Obligations and the obligations of any other guarantor, and a separate action may be brought against each Guarantor to enforce this Guaranty whether or not the Borrower or any other person or entity is joined as a party.

10.05 Subrogation. No Guarantor shall exercise any right of subrogation, contribution, indemnity, reimbursement or similar rights with respect to any payments it makes under this Guaranty until all of the Obligations (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement) and any amounts payable under this Guaranty have been paid and performed in full and the Commitments and the facility are terminated. If any amounts are paid to any Guarantor in violation of the foregoing limitation, then such amounts shall be held in trust for the benefit of the Secured Parties and shall forthwith be paid to the Secured Parties to reduce the amount of the Obligations, whether matured or unmatured.

10.06 Termination; Reinstatement. This Guaranty is a continuing and irrevocable guaranty of all Obligations now or hereafter existing and shall remain in full force and effect until all Obligations and any other amounts payable under this Guaranty are paid in full in cash (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement) and the Commitments and the facility with respect to the Obligations are terminated. Notwithstanding the foregoing, this Guaranty shall continue in full force and effect or be revived, as the case may be, if any payment by or on behalf of the Borrower or any Guarantor is made, or any of the Secured Parties exercises its right of setoff, in respect of the Obligations and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by any of the Secured Parties in their discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Laws or otherwise, all as if such payment had not been made or such setoff had not occurred and whether or not the Secured Parties are in possession of or have released this Guaranty and regardless of any prior revocation, rescission, termination or reduction. The obligations of each Guarantor under this paragraph shall survive termination of this Guaranty.

10.07 Subordination. Each Guarantor hereby subordinates the payment of all obligations and indebtedness of the Borrower owing to such Guarantor, whether now existing or hereafter arising, including but not limited to any obligation of the Borrower to any Guarantor as subrogee of the Secured Parties or resulting from such Guarantor's performance under this Guaranty, to the indefeasible payment in full in cash of all Obligations (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement). If the Secured Parties so request, any such obligation or indebtedness of the Borrower to any Guarantor shall be enforced and performance received by such Guarantor as trustee for the Secured Parties and the proceeds thereof shall be paid over to the Secured Parties on account of the Obligations, but without reducing or affecting in any manner the liability of such Guarantor under this Guaranty.

10.08 Stay of Acceleration. If acceleration of the time for payment of any of the Obligations is stayed, in connection with any case commenced by or against any Guarantor or the Borrower under any Debtor Relief Laws, or otherwise, all such amounts shall nonetheless be payable by such Guarantor immediately upon demand by the Secured Parties.

10.09 Condition of Borrower. Each Guarantor acknowledges and agrees that it has the sole responsibility for, and has adequate means of, obtaining from the Borrower and any other guarantor such information concerning the financial condition, business and operations of the Borrower and any such other Guarantor as such Guarantor requires, and that none of the Secured Parties has any duty, and

such Guarantor is not relying on the Secured Parties at any time to disclose to such Guarantor any information relating to the business, operations or financial condition of the Borrower or any other Guarantor (such Guarantor waiving any duty on the part of the Secured Parties to disclose such information and any defense relating to the failure to provide the same).

ARTICLE XI MISCELLANEOUS

11.01 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders and the Borrower or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall:

- (a) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02) without the written consent of such Lender (it being understood that the waiver of any mandatory prepayment shall not constitute an extension or increase of any Commitment of any Lender);
- (b) postpone any date fixed by this Agreement, any other Loan Document for any payment of principal, interest, fees or other amounts due to the Lenders (or any of them) hereunder or under any of the other Loan Documents without the written consent of each Lender entitled to such payment (it being understood that the waiver of or amendment to the terms of any mandatory prepayment of the Loans shall not constitute a postponement of any date scheduled for the payment of principal or interest); provided, however, that only the consent of the Required Lenders shall be necessary for a Second-Out PIK Election in accordance with Section 2.06(c);
- (c) reduce the principal of, or the rate of interest specified herein on, any Loan, or any fees or other amounts payable hereunder or under any other Loan Document, without the written consent of each Lender entitled to such amount; provided, however, that only the consent of the Required Lenders shall be necessary to amend the definition of “Default Rate” or to waive any obligation of the Borrower to pay interest at the Default Rate;
- (d) change Section 8.03 in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender;
- (e) change any provision of this Section 11.01 or the definition of “Required Lenders” or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender;
- (f) except as expressly permitted hereunder, release all or substantially all of the Guarantors from their obligations under the Loan Documents without the written consent of each Lender;
- (g) except for releases of Collateral in accordance with the provisions of Section 9.10 hereof (in which case, such release may be made by the Administrative Agent acting alone), release all or substantially all of the Collateral from the Liens of the Collateral Documents in any transaction or series of related transactions, without the written consent of each Lender;

(h) subordinate (x) the Liens securing any of the Obligations on all or substantially all of the Collateral (“Existing Liens”) to the Liens securing any other Indebtedness or other obligations or (y) any Obligations in contractual right of payment to any other Indebtedness or other obligations, including by way of any amendment to Section 8.03 (any such other Indebtedness or other obligations, to which such Liens securing any of the Obligations or such Obligations, as applicable, are subordinated, “Senior Indebtedness”), in either the case of subclause (x) or (y), unless each adversely affected Lender holding First-Out Term Loans has been offered a bona fide opportunity to fund or otherwise provide its pro rata share (based on the amount of First-Out Term Loans that are adversely affected thereby held by each such Lender) of the Senior Indebtedness on the same terms (other than bona fide backstop fees and reimbursement of counsel fees and other expenses in connection with the negotiation of the terms of such transaction; such fees and expenses, “Ancillary Fees”) as offered to all other providers (or their Affiliates) of the Senior Indebtedness and to the extent such adversely affected Lender decides to participate in the Senior Indebtedness, receive its pro rata share of the fees and any other similar benefit (other than Ancillary Fees) of the Senior Indebtedness afforded to the providers of the Senior Indebtedness (or any of their Affiliates) in connection with providing the Senior Indebtedness pursuant to a written offer made to each such adversely affected Lender describing the material terms of the arrangements pursuant to which the Senior Indebtedness is to be provided, which offer shall remain open to each adversely affected Lender for a period of not less than five Business Days; provided, however, that (1) an amendment to permit an increase in the maximum permitted amount of Obligations under the ABL Facility shall not be restricted by this clause (h) above and (2) any subordination expressly permitted by the Intercreditor Agreement shall not be restricted by this clause (h); or

(i) amend, modify or waive any provision of this Agreement that would permit Parent or any Subsidiary or Affiliate thereof to acquire, prepay or otherwise retire (x) any First-Out Term Loans on a non-pro rata basis with respect to all other First-Out Term Loans, unless offered to all Lenders holding First-Out Term Loans on the same terms or (y) any Second-Out Term Loans on a non-pro rata basis with respect to all other Second-Out Term Loans, unless offered to all Lenders holding Second-Out Term Loans on the same terms, in each case, without the written consent of each Lender; or

(j) amend, modify or waive the last paragraph of Section 7.02 or the last paragraph of Section 7.05, without the written consent of Lenders [holding 95]% in aggregate principal amount of the Term Loans.

and provided further, that no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent or the Collateral Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent or the Collateral Agent, as applicable, under this Agreement or any other Loan Document. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except an amendment under clause (a), (b) or (c) above that directly affects the rights and obligations of such Lender.

This Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and Loan Parties (i) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Loans and the accrued interest and fees in respect thereof and (ii) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders.

If any Lender does not consent to a proposed amendment, waiver, consent or release with respect to any Loan Document that requires the consent of each Lender, and that has been approved by the Required Lenders, the Borrower may replace such non-consenting Lender in accordance with Section 11.13; provided that such amendment, waiver, consent or release can be effected as a result of the assignment contemplated by such Section (together with all other such assignments required by the Borrower to be made pursuant to this paragraph).

Notwithstanding anything to the contrary herein contained, no provider of any Bank Product or Cash Management Service in its capacity as such (a) shall have any right to consent to any amendment, modification, termination or waiver of this Agreement or any other Loan Document (including any amendment and/or restatement of this Agreement and the other Loan Documents refinancing, replacing or restructuring the Loans and the Obligations including any increase thereof) or to contest any such amendment, modification, termination or waiver, (b) shall be deemed a Lender for any purposes of the Loan Documents, or (c) shall have any right to (i) enforce any security interest, right or remedy under any of the Loan Documents or (ii) instruct the Agents with respect to any action or inaction by the Agents with respect to the exercise of any rights or remedies under the Loan Documents or at law or equity, or consent to or contest any such action or inaction. Except for the payment of amounts on account of Bank Products and Cash Management Services (but only to the extent the Agents shall have received sufficient funds therefor), the Agents shall have no duties or obligations to any provider of any Bank Product or Cash Management Services in its capacity as such. The provisions of this paragraph shall survive the assignment by any Lender of its Loans and Commitments.

Notwithstanding anything to the contrary contained in this Section 11.01, if the Administrative Agent and the Borrower shall have jointly identified an obvious error (including, but not limited to, an incorrect cross-reference) or any error or omission of a technical or immaterial nature, in each case, in any provision of any Loan Document, then the Administrative Agent and/or the Collateral Agent (acting in their sole discretion) and the Borrower or any other relevant Loan Party shall be permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party to any Loan Document.

11.02 Notices; Effectiveness; Electronic Communications.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

- (i) if to Holdings, the Borrower, any Loan Party, the Administrative Agent or the Collateral Agent to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 11.02; and
- (ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall

be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in subsection (b) below shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to Holdings or any of its Subsidiaries, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or the Administrative Agent's transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to Holdings or any of its Subsidiaries, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of Holdings, the Borrower, any other Loan Party, and the Administrative Agent may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the Borrower and the Administrative Agent. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times

have selected the “Private Side Information” or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender’s compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the “Public Side Information” portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities laws.

(e) Reliance by Administrative Agent, the Collateral Agent and Lenders. The Administrative Agent, the Collateral Agent and the Lenders shall be entitled to rely and act upon any notices (including telephonic Committed Loan Notices and Conversion/Continuation Notices) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent, the Collateral Agent, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

11.03 No Waiver; Cumulative Remedies. No failure by any Lender, the Administrative Agent or the Collateral Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

11.04 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Loan Parties shall pay all Secured Party Expenses within ten (10) Business Days after receipt of an invoice therefor.

(b) Indemnification by the Loan Parties. The Loan Parties shall indemnify the Administrative Agent (and any sub-agent thereof), the Collateral Agent, each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an “Indemnitee”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the reasonable and documented in reasonable detail fees, charges and disbursements of one counsel to all Indemnitees taken as a whole and, if reasonably necessary, a single local counsel for all Indemnitees taken as a whole in each relevant jurisdiction material to the interests of the Lenders, in each case, selected by the Administrative Agent and solely in the case of an actual conflict of interest between Indemnitees where the Indemnitees affected by such conflict inform the Borrower of such conflict, one additional counsel in each relevant jurisdiction material to the interest of the Lenders to each group of affected Indemnitees taken as a whole) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any other Loan Party arising out of, in connection with, or as a result of (i) the preparation, execution, delivery or administration of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby or any amendment or waiver with respect hereto or thereto, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents, (ii) any Loan or letter of credit or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or Release or threat of Release of Hazardous Materials, at,

under, on or from any property or facility currently or formerly owned, leased or operated by Holdings or any of its Subsidiaries, or any Environmental Liability related in any way to Holdings or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee (y) result from a claim brought by the Borrower or any other Loan Party against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if the Borrower or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction, or (z) result from the presence, Release or threat of Release of Hazardous Materials or violations of Environmental Laws first occurring or first existing after completion of the foreclosure upon the Collateral, granting of a deed-in-lieu of foreclosure with respect to the Collateral or similar transfer of title or possession of the Collateral, unless such presence, release or violation is actually caused by any Loan Party or any Subsidiary thereof. This Section 11.04(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims or damages arising from any non-Tax claim.

(c) Reimbursement by Lenders. To the extent that the Borrower for any reason fails to pay any amount required under subsection (a) or (b) of this Section 11.04 to be paid by it to the Agents (or any sub-agent thereof), or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), the Collateral Agent, or such Related Party, as the case may be, such Lender's share (based on the amount of Loans held by each Lender at the time that the applicable unreimbursed expense or indemnity payment is sought or if the Loans have been repaid in full, based on the amount of Loans held by such Lender immediately prior to such repayment) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) or the Collateral Agent, in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or the Collateral Agent in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.10(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, the Loan Parties shall not assert, and hereby waive, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof. No Indemnitee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Payments. All amounts due under this Section 11.04 shall be payable not later than ten Business Days after receipt of an invoice or demand therefor.

(f) Survival. The agreements in this Section 11.04 shall survive the resignation of the Agents, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

11.05 Payments Set Aside. To the extent that any payment by or on behalf of any of the Loan Parties is made to the Administrative Agent or any Lender, or the Administrative Agent or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Effective Rate from time to time in effect. The obligations of the Lenders under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

11.06 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of Section 11.06(b), (ii) by way of participation in accordance with the provisions of Section 11.06(d), or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 11.06(f) (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section 11.06 and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment(s) and the Loans at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section 11.06, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined

as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if “Trade Date” is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than \$500,000, unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met;

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender’s rights and obligations under this Agreement with respect to the Loans or the Commitment assigned;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by subsection (b)(i)(B) of this Section 11.06 and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; provided that the Borrower shall be deemed to have consented to any assignment if it does not respond to a written request for consent within 5 Business Days; and

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of (i) any Commitment if such assignment is to a Person that is not a Lender with a Commitment, an Affiliate of Lender or an Approved Fund with respect to such Lender or (ii) any Loan to a Person that is not a Lender, an Affiliate of a Lender or an Approved Fund;

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of \$3,500; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire and any Tax forms required by Section 3.01(e) or (f);

(v) No Assignments to Certain Persons. No such assignment shall be made to Holdings, the Borrower or any of its Subsidiaries; and

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural person.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section 11.06, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender’s rights and obligations under this

Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 3.01, 3.04, 3.05 and 11.04 with respect to facts and circumstances occurring prior to the effective date of such assignment). Upon request, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 11.06(d).

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal and interest amounts of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary.

The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice, but solely as to such Lender in the case of a Lender.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, including, for avoidance of doubt, any indemnification obligation with respect to the participated interest, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in clauses (a), (b), (c), (f) and (g) in the first proviso to Section 11.01 that affects such Participant. Subject to subsection (e) of this Section 11.06, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 11.06(b), provided such Participant agrees to be subject to Section 3.01 as though it were a Lender. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 11.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.11 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal and interest amount of each Participant's interest in the Loans held by it (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans or other obligations under any Loan Document) except to the extent that such disclosure is necessary to establish that any such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive, absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.04 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant except to the extent that such entitlement to any greater payment results from any Change in Law after the Participant becomes a Participant or the sale of the participation to such Participant is made with the Borrower's prior written consent.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a FRB or any central bank having jurisdiction over such Lender; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Electronic Execution of Assignments. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(h) Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 11.06, whether or not such assignment or transfer is reflected in the Register, shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (d) of this Section.

11.07 Treatment of Certain Information; Confidentiality. Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 11.07, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, or (iii) any funding or financing source of any Lender, (g) with the consent of the Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 11.07 or (ii) becomes available to the Administrative Agent, any Lender, or any of their respective Affiliates on a non-confidential basis from a source other than the Borrower.

For purposes of this Section 11.07, "Information" means all information received from any Loan Party or any Subsidiary thereof relating to any Loan Party or any Subsidiary thereof or their respective businesses, operations, assets and related matters, other than any such information that is available to the Administrative Agent, any Lender on a non-confidential basis prior to disclosure by any Loan Party or any Subsidiary thereof, provided that, in the case of information received from a Loan Party or

any such Subsidiary after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section 11.07 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Administrative Agent and the Lenders acknowledges that (a) the Information may include material non-public information concerning Holdings or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including Federal and state securities Laws.

11.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Secured Party and each of its respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to setoff and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Secured Party or any such Affiliate to or for the credit or the account of the Borrower or any other Loan Party against any and all of the obligations of the Borrower or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Secured Party, irrespective of whether or not such Secured Party shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Secured Party different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each Secured Party and their respective Affiliates under this Section 11.08 are in addition to other rights and remedies (including other rights of setoff) that such Secured Party or their respective Affiliates may have. Each Secured Party agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

11.09 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

11.10 Counterparts; Integration; Effectiveness. (a) This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) The words “execution,” “signed,” “signature,” and words of like import in this Agreement, any other Loan Document and/or any document, amendment, approval, consent, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 11.02), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an “Ancillary Document”), shall be deemed to include Electronic Signatures. Such signatures or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page) shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be; to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it. Without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, each party hereto shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of any other party hereto without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of any party hereto, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, each party hereto hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the parties hereto, Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (ii) each party hereto may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person’s business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (iii) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (iv) waives any claim against any party hereto, and any Related Party of any of the foregoing Persons for any liabilities arising solely from any such party’s reliance on or use of Electronic Signatures and/or transmissions by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any Liabilities arising as a result of the failure of any party hereto to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

11.11 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Loan, and shall continue in full force and effect as long as any Loan or other Obligation (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement) shall remain unpaid or unsatisfied.

11.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining

provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11.13 Replacement of Lenders. (A) If any Lender requests compensation under Section 3.04, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or (B) if any Lender is a Defaulting Lender, or (C) if in connection with a proposed amendment, modification, waiver, or consent with respect to any of the provisions hereof as contemplated by Section 11.01, the consent of the Required Lenders shall have been obtained but the consent of one or more of such other Lenders whose consent is required shall not have been obtained, or (D) if any other circumstance exists hereunder that gives the Borrower the right to replace a Lender as a party hereto, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 11.06), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

- (a) the Borrower shall have paid to the Administrative Agent the assignment fee specified in Section 11.06(b);
- (b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, the Applicable Premium, accrued interest thereon and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.05) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);
- (c) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter; and
- (d) such assignment does not conflict with applicable Laws.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

11.14 Governing Law; Jurisdiction; Etc. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) SUBMISSION TO JURISDICTION. EACH OF THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES

HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH OF THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

11.15 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

11.16 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower and Holdings each acknowledge and agree, and acknowledge their respective Affiliates' understanding, that: (i) the arranging and other services regarding this Agreement provided by the Administrative Agent and the Lenders are arm's-length commercial transactions between the Borrower, Holdings and their respective Affiliates, on the one hand, and the Administrative Agent and the Lenders, on the other hand, (ii) each of the Borrower and Holdings and each other Loan Party has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Borrower and Holdings and each other Loan Party is capable of

evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (iv) the Administrative Agent and each Lender is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower, Holdings or any of their respective Affiliates, or any other Person and (v) neither the Administrative Agent nor any Lender has any obligation to the Borrower, Holdings or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (vi) the Administrative Agent and the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, Holdings and their respective Affiliates, and neither the Administrative Agent nor Lenders have any obligation to disclose any of such interests to the Borrower, Holdings and their respective Affiliates. To the fullest extent permitted by law, each of the Borrower and Holdings hereby waives and releases any claims that it may have against the Administrative Agent and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

11.17 USA PATRIOT Act Notice. Each Lender that is subject to the USA PATRIOT Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the USA PATRIOT Act. No part of the proceeds of the Loans will be used by the Loan Parties, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

11.18 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

11.19 Attachments. The exhibits, schedules and annexes attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

11.20 Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement or the other Loan Documents and the exercise of any right or remedy by the Collateral Agent hereunder or under the other Loan Documents are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

11.21 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Af-

affected Financial Institution arising under any Loan Document may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

11.22 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Contracts or any other agreement or instrument that is a QFC (such support “QFC Credit Support” and each such QFC a “Supported QFC”), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the “U.S. Special Resolution Regimes”) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a “Covered Party”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

BORROWER
THE CONTAINER STORE, INC.
By:
Name: _____
Title: _____

GUARANTORS
THE CONTAINER STORE GROUP, INC.
TCS GIFT CARD SERVICES, LLC
C STUDIO MANUFACTURING INC.
C STUDIO MANUFACTURING LLC
By:
Name: _____
Title: _____

LENDER [-]
By:
Name: _____
Title: _____

EXHIBIT D

Exit ABL Facility Credit Agreement

THIS DRAFT REMAINS SUBJECT TO CONTINUING NEGOTIATIONS WITH ALL PARTIES AND THE FINAL VERSION MAY CONTAIN MATERIAL DIFFERENCES. FOR THE AVOIDANCE OF DOUBT, NO PARTY HAS CONSENTED TO THIS VERSION AS THE FINAL FORM, AND ALL PARTIES RESERVE THEIR RESPECTIVE RIGHTS WITH RESPECT TO THIS DOCUMENT AND ANY RELATED DOCUMENTS, INCLUDING SUCH PARTIES' CONSENT RIGHTS UNDER TRANSACTION SUPPORT AGREEMENT.

ASSET-BASED REVOLVING CREDIT AGREEMENT

\$140,000,000

Dated as of January [●], 2025

among

THE CONTAINER STORE, INC.,
as Borrower,

THE GUARANTORS PARTY HERETO

ECLIPSE BUSINESS CAPITAL LLC,
as Administrative Agent and Collateral Agent,

and

THE OTHER LENDERS PARTY HERETO

ECLIPSE BUSINESS CAPITAL LLC,
as Lead Arranger

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ASSET-BASED REVOLVING CREDIT AGREEMENT

This ASSET-BASED REVOLVING CREDIT AGREEMENT (this “**Agreement**”) is entered into as of January [●], 2025, among THE CONTAINER STORE, INC., a Texas corporation (the “**Borrower**”), the Guarantors party hereto, each lender from time-to-time party hereto (collectively, the “**Lenders**” and individually, a “**Lender**”), ECLIPSE BUSINESS CAPITAL LLC (“**Eclipse**”), as Administrative Agent, Collateral Agent and Lead Arranger.

PRELIMINARY STATEMENTS:

WHEREAS, on December 22, 2024 (the “**Petition Date**”), the Borrower and certain affiliates and direct and indirect Subsidiaries of the Borrower (each, a “**Chapter 11 Debtor**” and collectively, the “**Chapter 11 Debtors**”) filed voluntary petitions with the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) initiating their cases under Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”) (collectively, the “**Chapter 11 Cases**”);

WHEREAS, on December 24, 2024, the Borrower and certain affiliates and direct and indirect Subsidiaries of the Borrower entered into that certain Senior Secured Superpriority Debtor-In-Possession Asset-Based Revolving Credit Agreement with Eclipse, as administrative and collateral agent thereunder, and the lenders from time-to-time party thereto, pursuant to which the lenders thereunder provided a \$140,000,000 asset-based credit facility (the “**DIP ABL Facility**”);

WHEREAS, concurrent with the confirmation of an Approved Plan of Reorganization (as defined below), The Container Store Group, Inc., a Delaware corporation (“**Holdings**”) and the Borrower have asked the Lenders to provide the Borrower with a senior secured asset-based revolving credit facility in an aggregate amount not to exceed \$140,000,000 (subject to the then applicable Borrowing Base) pursuant to the terms, and subject to the conditions set forth, in this Agreement (the “**ABL Facility**”);

WHEREAS, the Lenders are willing to make Committed Loans (as defined below) to the Borrower, subject to the terms and conditions set forth in this Agreement;

WHEREAS, the Obligations of the Borrower are guaranteed by the Guarantors and are secured by Liens on the Collateral, in each case, as set forth in, and subject to, the Loan Documents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

ARTICLE I DEFINITIONS AND ACCOUNTING TERMS

1.01 Defined Terms. Unless otherwise defined herein, the following terms are used herein as defined in the UCC: Account Debtor, Chattel Paper, Deposit Accounts, Equipment, Fixtures, Instruments, Inventory and Proceeds. In addition, as used in this Agreement, the following terms shall have the meanings set forth below:

“**ABL Facility**” has the meaning specified in the recitals hereto.

“**ABL Priority Collateral**” shall have the meaning specified therefor in the Intercreditor Agreement.

“**ABLSoft**” means the electronic and/or internet-based system approved by the Administrative Agent for the purpose of making notices, requests, deliveries, communications and for the other purposes contemplated in this Agreement or otherwise approved by the Administrative Agent, whether such system is owned, operated or hosted by the Administrative Agent, any of its Affiliates or any other Person.

“**Accounts**” means “accounts” as defined in the UCC, and also means a right to payment of a monetary obligation, whether or not earned by performance, (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (b) for services rendered or to be rendered, (c) for a policy of insurance issued or to be issued, (d) for a secondary obligation incurred or to be incurred, or (e) arising out of the use of a credit or charge card or information contained on or for use with the card.

“**ACH**” means automated clearing house transfers.

“**Administrative Agent**” means Eclipse in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent as provided in Section 9.06.

“**Administrative Agent’s Account**” has the meaning provided in Section 6.13(c).

“**Administrative Agent’s Office**” means the Administrative Agent’s address and, as appropriate, account as set forth on Schedule 11.02, or such other address or account as the Administrative Agent may from time to time notify the Borrower and the Lenders.

“**Administrative Questionnaire**” means an Administrative Questionnaire in a form supplied by the Administrative Agent.

“**Affected Financial Institution**” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“**Affiliate**” means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“**Agent Parties**” has the meaning specified in Section 11.02(c).

“**Agents**” means, collectively, the Administrative Agent and the Collateral Agent.

“**Aggregate Commitments**” means, at any time, the sum of the Commitments of all the Lenders at such time. As of the Closing Date, the Aggregate Commitments are \$140.0 million.

“**Agreement**” has the meaning specified in the introductory paragraph hereto, as amended, restated, modified or supplemented from time to time in accordance with the terms hereof.

“**Ancillary Document**” has the meaning specified in Section 11.10(b).

“**Anti-Corruption Laws**” means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or any of its Affiliates from time to time concerning or relating to bribery or corruption.

“**Applicable Margin**” means, with respect to any Term Benchmark Loan, 4.25% and, with respect to any Base Rate Loan, 3.25%.

“**Applicable Percentage**” means, with respect to any Lender, at any time, the percentage (carried out to the fourth decimal place) of the Aggregate Commitments represented by such Lender’s Commitment at such time. If the commitment of each Lender to make Loans and the obligation of any L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 8.02 or if the Aggregate Commitments have expired, then the Applicable Percentage of each Lender shall be determined based on the Applicable Percentage of such Lender most recently in effect, giving effect to any subsequent assignments. The initial Applicable Percentage of each Lender is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto. Notwithstanding the foregoing, in the case of Section 2.03(e) when a Defaulting Lender shall exist, “**Applicable Percentage**” as used in such Section 2.03(e) with respect to any non-Defaulting Lender shall mean the percentage of the Aggregate Commitments (disregarding any Defaulting Lender’s Commitments) represented by such non-Defaulting Lender’s Commitment.

“**Appraised Value Percentage**” means the net orderly liquidation value of the Borrower’s and the Subsidiary Guarantors’ Inventory as determined by the Prepetition Appraisal or, if later, the most current third-party appraisal report, performed in a manner substantially consistent with the Prepetition Appraisal by an appraisal firm retained by the Administrative Agent for such appraisal project with respect to the Eligible Inventory and Eligible In-Transit Inventory.

“**Approved Electronic Communication**” means each notice, demand, communication, information, document and other material transmitted, posted or otherwise made or communicated by e-mail, facsimile, ABLSoft or any other equivalent electronic service, whether owned, operated or hosted by the Administrative Agent, any of its Affiliates or any other Person, that any party is obligated to, or otherwise chooses to, provide to the Administrative Agent pursuant to this Agreement or any other Loan Document, including any financial statement, financial and other report, notice, request, certificate and other information or material; provided, that Approved Electronic Communications shall not include any notice, demand, communication, information, document or other material that Agent specifically instructs a Person to deliver in physical form.

“**Approved Fund**” means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“**Approved Plan of Reorganization**” shall mean that certain Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code, as attached to the Disclosure Statement dated December 21, 2024 and filed with the Bankruptcy Court in connection with the Chapter 11 Cases, as such plan is amended or otherwise modified in a manner reasonably acceptable to the Administrative Agent.

“**Arranger**” means Eclipse Business Capital LLC.

“**Assignee Group**” means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

“**Assignment and Assumption**” means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 11.06(b)(iii)), and accepted by the Administrative Agent, in substantially the form of Exhibit F or any other form approved by the Administrative Agent.

“**Attributable Indebtedness**” means, on any date, (a) in respect of any Capital Lease Obligations of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared

as of such date in accordance with GAAP, (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease or similar payments under the relevant lease or other applicable agreement or instrument that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease or other agreement or instrument were accounted for as a Capital Lease Obligation and (c) all Synthetic Debt of such Person.

“**Availability Period**” means the period from and including the Closing Date to the earliest of (a) the Scheduled Maturity Date, (b) the date of termination of the Aggregate Commitments pursuant to Section 2.06, and (c) the date of termination of the Commitment of each Lender to make Loans pursuant to Section 8.02.

“**Availability Reserves**” means, without duplication of any other Reserves or items that are otherwise addressed or excluded through eligibility criteria, an amount, if any, established in the Administrative Agent’s reasonable discretion, equal to the sum of (a) the amount of all sales taxes that have been collected by the Borrower and Subsidiary Guarantors and not remitted to any state taxing authority when due, (b) an amount equal to two (2) months’ gross rent for (x) each leased Store of the Borrower and the Subsidiary Guarantors located in a Landlord Lien State or (y) after the period provided therefor in Schedule 6.19, each distribution center of the Borrower and the Subsidiary Guarantors, in each case, other than those applicable Stores and/or distribution centers with respect to which the Collateral Agent has received a Collateral Access Agreement, (c) 50% of Customer Credit Liabilities, (d) an amount based on rent which is past due for more than ten days for any of the Borrower’s or Subsidiary Guarantors’ leased locations, with the exception of past due rent that is the subject of a Permitted Protest as determined by the Administrative Agent in its reasonable discretion, (e) reserves in respect of Store closings and related dispositions and liquidation sales, solely to the extent that such dispositions or sales are below the greater of (x) net orderly liquidation value of such Collateral and (y) cost of such Collateral, (f) such other reserves established in the Administrative Agent’s reasonable discretion which are reasonably required pursuant to this Agreement, including, without limitation, reserves implemented in connection with Permitted Liens, and Permitted Indebtedness, but in the case of each of the foregoing, only to the extent such Liens, encumbrances and Indebtedness relate or in any way affect the Borrowing Base, (g) reserves implemented in order to protect the Credit Parties from any Liens, encumbrances or claims that could, in the reasonable judgment of the Administrative Agent, take priority over the Liens of the Collateral Agent in the Collateral, (h) Dilution Reserves, (i) reserves for Shrink related to Eligible Inventory and freight and duties related to Eligible In-Transit Inventory and (j) a reserve in an amount equal to \$1,000,000 in respect of cash interest due under the Term Facility.¹

“**Available Tenor**” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an interest period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” (or similar concept) pursuant to clause (e) of Section 3.02.

¹ NTD: The reserve in clause (j) was agreed prior to the filing date, in connection with changes to the portion of interest payable in cash in respect of the exit term loan facility. [NTD: To be discussed, our recollection of this was that is was related solely to a DIP lien under the cash management order, and so would only be relevant to the DIP.] [NOTE TO LW: This was specifically related to the change to the Exit TL Term Sheet on 12/19, and the discussions prior launching the solicitation to the term lenders].

“**Bail-In Action**” means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

“**Bail-In Legislation**” means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“**Bankruptcy Code**” has the meaning specified in the introductory paragraphs hereto.

“**Bankruptcy Court**” has the meaning specified in the introductory paragraphs hereto.

“**Base Rate**” means, for any day, the rate per annum equal to the greatest of (a) the Floor plus one percent (1.00%), (b) the Federal Funds Rate in effect on such day plus one-half of one percent ($\frac{1}{2}\%$), (c) the Term SOFR Rate in effect on such day, plus one percent (1.00%), provided, that this clause (c) shall not be applicable during any period in which Term SOFR is unavailable or unascertainable, and (d) the rate of interest announced, from time to time, by Wells Fargo Bank, N.A. at its principal office in San Francisco as its “prime rate” in effect on such day, with the understanding that the “prime rate” is one of Wells Fargo Bank, N.A.’s base rates (not necessarily the lowest of such rates) and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto and is evidenced by the recording thereof after its announcement in such internal publications as Wells Fargo Bank, N.A. may designate (or, if such rate ceases to be so published, as quoted from such other generally available and recognizable source as Agent may select in its reasonable discretion). If the Base Rate is being used as an alternate rate of interest pursuant to Section 3.02 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 3.02(b)), then the Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Base Rate as determined pursuant to the foregoing would be less than 3.00%, such rate shall be deemed to be 3.00% for purposes of this Agreement.

“**Base Rate Committed Loan**” means a Committed Loan that is a Base Rate Loan.

“**Base Rate Loan**” means a Loan that bears interest based on the Base Rate.

“**Benchmark**” means, initially, the Term SOFR Rate; provided that if a Benchmark Transition Event and the related Benchmark Replacement Date have occurred with respect to the Term SOFR Rate or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) of Section 3.02.

“**Benchmark Replacement**” means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

- (a) Daily Simple SOFR; or

(b) the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for dollar-denominated syndicated credit facilities at such time in the United States and (ii) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (a) or (b) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable interest period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for dollar-denominated syndicated credit facilities at such time.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement and/or any Term Benchmark Loan, any technical, administrative or operational changes (including changes to the definition of “Base Rate”, the definition of “Business Day”, the definition of “U.S. Government Securities Business Day”, the definition of “Interest Period” (or similar concept), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“Benchmark Replacement Date” means, with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of “Benchmark Transition Event”, the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of “Benchmark Transition Event”, the first date on which all Available Tenors of such Benchmark (or such component thereof) have been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“**Benchmark Transition Event**” means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the FRB, the NYFRB, the CME Term SOFR Administrator, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“**Benchmark Unavailability Period**” means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (a) or (b) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for

all purposes hereunder and under any Loan Document in accordance with Section 3.02 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.02.

“**Beneficial Ownership Certification**” means a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation.

“**Beneficial Ownership Regulation**” means 31 C.F.R. § 1010.230.

“**Benefit Plan**” means any of (a) an “employee benefit plan” (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in Section 4975 of the Code to which Section 4975 of the Code applies, and (c) any Person whose assets include (for purposes of the Plan Asset Regulations or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such “employee benefit plan” or “plan”.

“**BHC Act Affiliate**” means, as to any Person, an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such Person.

“**Borrower**” has the meaning specified in the introductory paragraph hereto.

“**Borrower Materials**” has the meaning provided in Section 6.02.

“**Borrowing**” means a borrowing of a Committed Loan or a Swing Line Loan, as the context may require.

“**Borrowing Base**” means, at any time of calculation, an amount equal to:

- (a) the Eligible Accounts Component; plus
- (b) the Credit Card Receivables Component; plus
- (c) the Inventory Component; minus
- (d) the then amount of all Availability Reserves.

“**Borrowing Base Calculation**” means a calculation of the Borrowing Base, in form and substance reasonably satisfactory to the Administrative Agent, utilizing information certified by the Borrowers and provided to the Administrative Agent in electronic format in the Borrowing Base portal tab in ABLSoft.

“**Business Day**” means any day (other than a Saturday or a Sunday) on which banks are open for business in New York City; provided that, in addition to the foregoing, a Business Day shall be in relation to Loans referencing the Term SOFR Rate and any interest rate settings, fundings, disbursements, settlements or payments of any such Loans referencing the Term SOFR Rate or any other dealings of such Loans referencing the Term SOFR Rate, any such day that is only a U.S. Government Securities Business Day.

“**Capital Lease Obligations**” means, with respect to any Person, the obligation of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP as in effect on the Closing Date, and

the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP as in effect on the Closing Date.

“Cash Collateralize” means providing Letter of Credit Collateralization.

“Cash Dominion Trigger Event” means either (a) that Excess Availability is less than 15% of the lesser of (i) Borrowing Base and (ii) the Aggregate Commitments, or (b) the occurrence of an Event of Default. For purposes of this Agreement, the occurrence of a Cash Dominion Trigger Event shall be deemed continuing at the Administrative Agent’s option (a) so long as any Event of Default giving rise to such Cash Dominion Trigger Event is continuing, and (b) if such Cash Dominion Trigger Event arises under clause (a) of the preceding sentence, until Excess Availability has equaled or exceeded 15% of the lesser of (i) the Borrowing Base and (ii) the Aggregate Commitments for 30 consecutive days, in which case a Cash Dominion Trigger Event shall no longer be deemed to be continuing for purposes of this Agreement.

“Cash Equivalents” means any of the following types of Investments, to the extent owned by Holdings, the Borrower, or any of their respective Subsidiaries:

(a) readily marketable obligations issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof having maturities of not more than 360 days from the date of acquisition thereof; provided that the full faith and credit of the United States of America is pledged in support thereof;

(b) time deposits with, or insured certificates of deposit or bankers’ acceptances of, any commercial bank that (i) (A) is a Lender that offers such deposits, certificates of deposit or bankers’ acceptances in the ordinary course of such Lender’s business or (B) is organized under the laws of the United States of America, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States of America, any state thereof or the District of Columbia, and is a member of the Federal Reserve System, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (c) of this definition and (iii) has combined capital and surplus of at least \$1.0 billion, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(c) commercial paper issued by any Person organized under the laws of any state of the United States of America and rated at least “Prime-1” (or the then equivalent grade) by Moody’s or at least “A-1” (or the then equivalent grade) by S&P, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(d) Investments, classified in accordance with GAAP as current assets of Holdings, the Borrower, or any of their respective Subsidiaries, in money market investment programs registered under the Investment Company Act of 1940, which are administered by financial institutions that have the highest rating obtainable from either Moody’s or S&P, and the portfolios of which are limited solely to Investments of the character, quality and maturity described in clauses (a), (b) and (c) of this definition; and

(e) in the case of any Foreign Subsidiary, investments of comparable tenor and credit quality to those described in the foregoing clauses (a) through (d) customarily utilized in countries in which such Foreign Subsidiary operates for short term cash management purposes.

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980.

“**CERCLIS**” means the Comprehensive Environmental Response, Compensation and Liability Information System maintained by the U.S. Environmental Protection Agency.

“**CFC**” means a Person that is a controlled foreign corporation under Section 957 of the Code.

“**Change in Law**” means the occurrence after the date of this Agreement of any of the following: (a) the adoption of or taking effect of any law, rule, regulation or treaty; (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority; or (c) compliance by any Lender or L/C Issuer (or, for purposes of Section 3.03(b), by any lending office of such Lender or by such Lender’s or L/C Issuer’s holding company, if any) with any request, guideline, requirement or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith or in the implementation thereof, and (y) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted, issued or implemented.

“**Change of Control**” means an event or series of events by which:

(a) any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such Person or its subsidiaries, and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan that in each case is not acting in concert with another Person) other than the Permitted Holders becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed to have “beneficial ownership” of all securities that such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an “option right”)), directly or indirectly, of 40% or more of the equity securities of Holdings entitled to vote for members of the board of directors or equivalent governing body of Holdings on a fully-diluted basis (and taking into account all such securities that such “person” or “group” has the right to acquire pursuant to any option right); or

(b) Holdings shall cease, directly or indirectly, to own and control legally and beneficially all of the Equity Interests in the Borrower; or

(c) a “change of control” or any comparable term under, and as defined in, the Term Loan Documents or any other instrument, document or agreement governing Material Indebtedness shall have occurred, in any case that gives the holders thereof the right to require Holdings or any of its Subsidiaries to repurchase, offer to repurchase or immediately repay such Indebtedness.

“**Chapter 11 Cases**” has the meaning specified in the introductory paragraphs hereto.

“**Chapter 11 Debtors**” has the meaning specified in the introductory paragraphs hereto.

“**Class**” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Committed Loans or Swing Line Loans, when used in reference to any Commitment, refers to whether such Commitment is a Commitment or a Swing Line Commitment and

when used in reference to any Lender, refers to whether such Lender has a Loan or Commitment with respect to a single class.

“**Closing Date**” means the first date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 11.01.

“**Closing Date Equity Holders**” means [●].

“**CME Term SOFR Administrator**” means CME Group Benchmark Administration Limited as administrator of the forward-looking term SOFR (or a successor administrator).

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Collateral**” means all of the “Collateral” and “Mortgaged Property” or “Trust Property”, as applicable, referred to in the Collateral Documents and all of the other property that is or is intended under the terms of the Collateral Documents to be subject to Liens in favor of the Collateral Agent for the benefit of the Credit Parties.

“**Collateral Agent**” means Eclipse in its capacity as collateral agent under any of the Loan Documents, or any successor collateral agent as provided in Section 9.06.

“**Collateral Documents**” means, collectively, the Security Agreement, the Pledge Agreement, the Swedish Pledge Agreement, the Intellectual Property Security Agreement, the Mortgages, the Control Agreements, the Intercreditor Agreement, each of the Mortgages, collateral assignments, security agreements, pledge agreements, control agreements or other similar agreements delivered to the Collateral Agent pursuant to Sections 6.12 and each of the other agreements, instruments or documents that creates or purports to create a Lien in favor of the Collateral Agent for the benefit of the Credit Parties.

“**Commercial Letter of Credit**” means any Letter of Credit issued for the purpose of providing the primary payment mechanism in connection with the purchase of any materials, goods or services by the Borrower or a Subsidiary Guarantor in the ordinary course of business of such Borrower or Subsidiary Guarantor.

“**Commitment**” means, as to each Lender, its obligation to (a) make Committed Loans to the Borrower pursuant to Section 2.01, (b) purchase participations in L/C Obligations, (c) purchase participations in Swing Line Loans and (d) [reserved], in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender’s name on Schedule 2.01 under the caption “Commitment” or in the applicable Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement including, without limitation, pursuant to Section 2.03.

“**Commitment Fee**” has the meaning specified in Section 2.09(a).

“**Commitment Letter**” means the \$140 Million Senior Secured (a) Debtor-in-Possession Revolving Credit Facility and (b) Exit Revolving Credit Facility Commitment Letter, dated December 21, 2024, by and among the Borrower, Holdings and Eclipse Business Capital LLC, including all exhibits, annexes, schedules and other attachments thereto, in each case, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“**Committed Loan**” has the meaning specified in Section 2.01.

“**Commodity Exchange Act**” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“**Compliance Certificate**” means a certificate substantially in the form of Exhibit D.

“**Concentration Account**” has the meaning provided in Section 6.13(b).

“**Confirmation Order**” means the Order Approving (I) the Debtors’ Disclosure Statement and (II) Confirming First Amended Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of The Bankruptcy Code entered on January [●], 2025.

“**Connection Income Taxes**” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“**Consolidated**” means, when used to modify a financial term, test, statement, or report of a Person, the application or preparation of such term, test, statement or report (as applicable) based upon the consolidation, in accordance with GAAP, of the financial condition or operating results of such Person and its Subsidiaries.

“**Contractual Obligation**” means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “**Controlling**” and “**Controlled**” have meanings correlative thereto.

“**Control Agreement**” has the meaning provided in Section 6.13(a)(ii).

“**Controlled Account**” has the meaning provided in Section 6.13(a)(ii).

“**Controlled Account Bank**” means each bank with whom deposit accounts are maintained in which any funds of any of the Loan Parties from one or more DDAs are concentrated, and, in each case, with whom a Control Agreement has been, or is required to be, executed in accordance with the terms hereof.

“**Corresponding Tenor**” with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“**Cost**” means the calculated cost of purchases, based upon the Borrower’s and Subsidiary Guarantors’ accounting practices, known to the Administrative Agent, which practices are in effect on the Closing Date as such calculated cost is determined from invoices received by the Borrower and the Subsidiary Guarantors, the Borrower’s and Subsidiary Guarantors’ purchase journals or the Borrower’s and Subsidiary Guarantors’ stock ledger. “Cost” includes inventory capitalization costs and other non-purchase price charges (such as duty, brokerage, freight and expenses related to design, raw material procurement and quality control) used in the Borrower’s or the Subsidiary Guarantors’ calculation of cost of goods sold.

“**Covered Entity**” means any of the following: (a) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (b) a “covered bank” as that term is defined in,

and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (c) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“**Covered Party**” has the meaning specified in Section 11.22.

“**Credit Card Advance Rate**” means 100%.

“**Credit Card Receivables Component**” means the face amount of Eligible Credit Card Receivables multiplied by the Credit Card Advance Rate.

“**Credit Extensions**” mean each of the following: (a) a Borrowing and (b) an L/C Credit Extension.

“**Credit Party**” means, individually, and “**Credit Parties**” means collectively, the following: (a) the Lenders and their Affiliates, (b) the Agents, each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.05, (c) each L/C Issuer, (d) the Arranger, (e) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document, (f) any other Person to whom Obligations under this Agreement and other Loan Documents are owing and (g) the successors and assigns of each of the foregoing.

“**Credit Party Expenses**” means, without limitation, (a) all reasonable and documented in reasonable detail out-of-pocket expenses incurred by the Agents, the Arranger and their respective Affiliates, in connection with this Agreement and the other Loan Documents, including without limitation (i) the reasonable and documented in reasonable detail fees, charges and disbursements of (A) internal and external counsel for the Agents and the Arranger, provided that the Agents and the Arranger shall be entitled to be reimbursed for no more than one external counsel and, if reasonably necessary, for one local counsel in each relevant jurisdiction material to the interest of the Lenders, in each case, selected by the Agent, absent a conflict of interest between any of such Persons where the affected Persons inform the Borrower of such conflict, in which case the affected Persons may engage and be reimbursed for one additional counsel, (B) outside consultants for the Agents, (C) appraisers, (D) collateral field examinations and (E) all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Obligations and (ii) in connection with (A) [reserved], (B) the preparation, negotiation, administration, management, execution and delivery of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (C) the enforcement or protection of their rights in connection with this Agreement or the Loan Documents or efforts to preserve, protect, collect, or enforce the Collateral, or (D) any workout, restructuring or negotiations in respect of any Obligations, (b) with respect to each L/C Issuer, and its Affiliates, all reasonable and documented in reasonable detail out-of-pocket expenses incurred in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder, and (c) all reasonable and documented in reasonable detail out-of-pocket expenses incurred by the Credit Parties who are not the Agents, the Arranger, an L/C Issuer or any Affiliate of any of them, after the occurrence and during the continuance of an Event of Default, provided that such Credit Parties shall be entitled to reimbursement for no more than one internal and one external counsel representing all such Credit Parties (absent a conflict of interest between the Credit Parties, where the affected Credit Parties inform the Borrower of such conflict, in which case the Credit Parties may engage and be reimbursed for one additional counsel).

“**Customer Credit Liabilities**” means at any time, the aggregate remaining value at such time of (a) outstanding gift certificates and gift cards sold by the Borrower and Subsidiary Guarantors entitling the holder thereof to use all or a portion of the certificate or gift card to pay all or a portion of the purchase

price for any Inventory, and (b) outstanding merchandise credits issued by and customer deposits received by the Borrower and the Subsidiary Guarantors.

“**Customs Broker Agreement**” means an agreement, in form and substance reasonably satisfactory to the Collateral Agent, among the Borrower, the Subsidiary Guarantors, a customs broker or other carrier, and the Collateral Agent, in which the customs broker or other carrier acknowledges that it has control over and holds the documents evidencing ownership of the subject Inventory for the benefit of the Collateral Agent and agrees, upon notice from the Collateral Agent, to hold and dispose of the subject Inventory solely as directed by the Collateral Agent.

“**Daily Simple SOFR**” means, for any day (a “**SOFR Rate Day**”), a rate per annum equal to SOFR for the day (such day, a “**SOFR Determination Date**”) that is five (5) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

“**DDA**” means each checking or other demand deposit account maintained by any of the Loan Parties. All funds in each DDA shall be conclusively presumed to be Collateral and proceeds of Collateral and the Agents and the Lenders shall have no duty to inquire as to the source of the amounts on deposit in any DDA.

“**Debtor Relief Laws**” means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“**Default**” means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

“**Default Rate**” means (a) when used with respect to Obligations other than Letter of Credit Fees, an interest rate equal to (i) the Base Rate plus (ii) the Applicable Margin applicable to Base Rate Loans, plus (iii) 2% per annum; provided, however, that with respect to a Term Benchmark Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Margin) otherwise applicable to such Loan plus 2% per annum, and (b) when used with respect to Letter of Credit Fees, a rate equal to the Applicable Margin for Term Benchmark Loans plus 2% per annum.

“**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“**Defaulting Lender**” means any Lender that (a) has failed, within one (1) Business Day of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or (iii) pay over to any Loan Party any other amount required to be paid by it hereunder; (b) has notified the Borrower or any Loan Party in writing, or has made a public statement, to the effect that it does not intend or expect to comply with any of its funding obligations under this Agreement or generally under other agreements in which it commits to extend credit; (c) has failed, within one (1) Business Day after request by the Administrative Agent or a Loan Party, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations to fund prospective Loans and participations in then outstanding Letters of Credit under this Agreement;

provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Loan Party's receipt of such certification in form and substance satisfactory to it and the Administrative Agent; or (d) has (or whose bank holding company has) (i) been placed into receivership, conservatorship or bankruptcy or (ii) become the subject of a Bail-In Action; provided that a Lender shall not become a Defaulting Lender solely as a result of the acquisition or maintenance of an ownership interest in such Lender or Person controlling such Lender or the exercise of control over a Lender or Person controlling such Lender by a Governmental Authority or an instrumentality thereof so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to the Borrower, each L/C Issuer, the Swing Line Lender and each Lender.

"Dilution" means, as of any date of determination, a percentage, based upon the experience of the immediately prior twelve (12) months, that is the result of dividing the amount of (a) bad debt write-downs, discounts, advertising allowances, credits, or other dilutive items with respect to a Loan Party's Accounts during such period by (b) such Loan Party's billings with respect to Accounts during such period.

"Dilution Reserve" shall have the meaning set forth in the definition of "Eligible Accounts Advance Rate".

"DIP ABL Facility" has the meaning specified in the introductory paragraphs hereto.

"Disposition" or **"Dispose"** means the sale, transfer, license, lease, or other disposition (including any sale and leaseback transaction) of any property (including, without limitation, any Equity Interests or Disqualified Equity Interests of any other Person held by a specified Person) by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith, in each case, resulting in consideration to such Person (including assumption of liabilities) for any such transaction or series of related transactions in excess of \$1.0 million.

"Disqualified Equity Interests" means any Equity Interests of any Person that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder thereof), or upon the happening of any event, (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or sales event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable and the termination of the Commitments), or is redeemable at the option of the holder thereof, in whole or in part (other than solely for Qualified Equity Interests), in each case prior to the six month anniversary of the Scheduled Maturity Date, (b) requires the payment of any cash dividend or any other scheduled payment constituting a return of capital, in each case prior to the six month anniversary of the Scheduled Maturity Date or (c) is convertible into or exchangeable for debt securities or for any Equity Interest referred to in clause (a) above, in each case at any time prior to the six month anniversary of the Scheduled Maturity Date; provided that if such Equity Interests are issued pursuant to a plan for the benefit of employees of Holdings or its Subsidiaries or by any such plan to such employees, such Equity Interests shall not constitute Disqualified Equity Interests solely because it may be required to be repurchased by Holdings or its Subsidiaries in order to satisfy applicable statutory or regulatory obligations.

“Dividing Person” has the meaning specified in the definition of “Division.”

“Division” means the division of the assets, liabilities and/or obligations of a Person (the **“Dividing Person”**) among two or more Persons (whether pursuant to a “plan of division” or similar arrangement), which may or may not include the Dividing Person and pursuant to which the Dividing Person may or may not survive.

“Division Successor” means any Person that, upon the consummation of a Division of a Dividing Person, holds all or any portion of the assets, liabilities and/or obligations previously held by such Dividing Person immediately prior to the consummation of such Division. A Dividing Person which retains any of its assets, liabilities and/or obligations after a Division shall be deemed a Division Successor upon the occurrence of such Division.

“Dollar”, **“dollars”** and **“\$”** mean lawful money of the United States.

“Domestic Subsidiary” means any Subsidiary that is organized or existing under the laws of the United States, any state thereof or the District of Columbia.

“Drawing Document” means any Letter of Credit or other document presented for purposes of drawing under any Letter of Credit, including by electronic transmission such as SWIFT, electronic mail, facsimile or computer-generated communication.

“EEA Financial Institution” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

“Electronic Signature” means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

“Eligible Accounts” means, at any time of determination and subject to the criteria below, an Account of the Borrower or any Subsidiary Guarantor, that was generated and billed by the Borrower or such Subsidiary Guarantor in the ordinary course of business, and which the Administrative Agent, in its reasonable discretion, deems to be an Eligible Account. The net amount of an Eligible Account at any time shall be the face amount of such Eligible Account as originally billed minus all customer deposits, unapplied cash collections and other Proceeds of such Account received from or on behalf of the Account Debtor thereunder as of such date and any and all returns, rebates, discounts (which may, at the Administrative Agent’s option, be calculated on shortest terms), credits, allowances or excise Taxes of any nature at any time issued, owing, claimed by Account Debtors, granted, outstanding or payable in

connection with such Accounts at such time. Without limiting the generality of the foregoing, the following Accounts shall not be Eligible Accounts:

- (a) the Account Debtor is a Loan Party or an Affiliate of any Loan Party;
- (b) it remains unpaid longer than the earlier to occur of (A) 120 days after the original invoice date or (B) 60 days after the original invoice due date;
- (c) the Account Debtor or its Affiliates are past any of the applicable dates referenced in clause (b) above on other Accounts owing to the Borrower or such Subsidiary Guarantor comprising more than fifty percent (50%) of all of the Accounts owing to the Borrower or such Subsidiary Guarantor by such Account Debtor or its Affiliates;
- (d) all Accounts owing by the Account Debtor or its Affiliates represent more than thirty percent (30%) of all other Accounts; provided, that Accounts which are deemed to be ineligible solely by reason of this clause (d) shall be considered Eligible Accounts to the extent of the amount thereof which does not exceed thirty percent (30%) of all other Accounts;
- (e) [reserved];
- (f) the Account is subject to any contra relationship, counterclaim, dispute deposit, or set-off; provided, that Accounts which are deemed to be ineligible by reason of this clause (f) shall be considered ineligible only to the extent of such applicable contra relationship, counterclaim, dispute or set-off;
- (g) the Account Debtor's chief executive office or principal place of business is located outside of the United States, unless the Account is (i) supported by an irrevocable letter of credit or credit insurance satisfactory to Agent in its reasonable discretion, (ii) generated by an Account Debtor with its principal place of business in Canada (provided that the Collateral Agent has a first priority perfected security interest in such Account in the appropriate Canadian province), or (iii) approved by Administrative Agent on a case by case basis;
- (h) it is payable in a currency other than Dollars or Canadian Dollars;
- (i) it (i) arises from a sale on a bill-and-hold, guaranteed sale, sale-or-return, sale-on-approval, consignment, retainage or any other repurchase or return basis or (ii) consists of progress billings or other advance billings that are due prior to the completion of performance by Borrower or the applicable Subsidiary Guarantor of the subject contract for goods or services;
- (j) the Account Debtor is the United States of America or any state or political subdivision (or any department, agency or instrumentality thereof), unless the Borrower or the applicable Subsidiary Guarantor has complied with the Assignment of Claims Act or other applicable similar state or local law in a manner reasonably satisfactory to the Administrative Agent;

(k) it is (a) not at all times subject to the Administrative Agent's duly perfected, first-priority security interest, or (b) subject to any other Lien, or the goods giving rise to such Account were, at the time of sale, subject to any Lien, in each case, other than a Permitted Lien;²

(l) it is evidenced by Chattel Paper, Promissory Note or an Instrument of any kind or has been reduced to judgment;

(m) there are facts or circumstances existing, or which could reasonably be anticipated to occur, which could reasonably be expected to result in a material adverse change in the Account Debtor's financial condition or materially impair or delay the collectability of all or any portion of such Account;

(n) the Administrative Agent has not been furnished with all documents and other information pertaining to such Account which the Administrative Agent has reasonably requested, or which any Borrower is obligated to deliver to the Administrative Agent, pursuant to this Agreement;

(o) the Borrower has made an agreement with the Account Debtor to extend the time of payment thereof beyond the time periods set forth in clause (b) above;

(p) the Borrower has posted a surety or other bond in respect of the contract or transaction under which such Account arose;

(q) the Account Debtor is subject to any proceeding seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar applicable law or is subject to any Sanctions or any specially designated nationals list maintained by OFAC or any Governmental Authority;

(r) the sale giving rise to such Account is on cash in advance or cash on delivery terms;

(s) any Accounts of Account Debtors against whom the materialmen, laborers or suppliers of any of the Loan Parties have Liens; provided, that Accounts which are deemed to be ineligible by reason of this clause (r) shall be considered ineligible only to the extent of such Liens;

(t) Accounts that have not been earned by performance or do not represent bona fide amounts due to the Borrower from an Account Debtor;

(u) which (i) does not arise from the sale of goods or performance of services in the ordinary course of business, (ii) is not evidenced by a customer statement or other documentation satisfactory to the Administrative Agent which has been sent to the Account Debtor or (iii) relates to payments of interest;

(v) Accounts with respect to which (A) the goods giving rise to such Account have not been shipped and billed to the Account Debtor, or (B) the services giving rise to such Account have not been performed and billed to the Account Debtor;

² NTD: EBC will accept the expansion to all Permitted Liens in this exception and in in clause (e) of Eligible Inventory, but will need to include a reporting item in Article VI regarding Permitted Liens that attach to assets in the Borrowing Based, to enable EBC to implement any necessary reserves.

(w) the Account Debtor on such Accounts is located in any jurisdiction which adopts a statute or other requirement that any Person that obtains business from within such jurisdiction or is otherwise subject to such jurisdiction's Tax law must file a "Business Activity Report" (or other applicable report) or make any required filings in a timely manner in order to enforce its claims in such jurisdiction's courts or arising under such jurisdiction's laws; provided, that such Accounts shall nonetheless be Eligible Accounts if such the Borrower has filed a "Business Activity Report" (or other applicable report or required filing);

(x) with respect to which any check or other instrument of payment has been returned uncollected for any reason;

(y) which is owed by an Account Debtor (a) is a Sanctioned Person or (b) that has sold all or substantially all of its assets; or

(z) which is for goods that have been sold under a purchase order or pursuant to the terms of a contract or other agreement or understanding (written or oral) that indicates or purports that any Person other than the Borrower or a Subsidiary Guarantor has or has had an ownership interest in such goods, or which indicates any party other than the Borrower or a Subsidiary Guarantor as payee or remittance party.

"Eligible Accounts Advance Rate" means 85%; provided, that if Dilution exceeds five percent (5%), the Administrative Agent may, at its option in its reasonable discretion, (A) reduce such advance rates by the number of full or partial percentage points comprising such excess or (B) establish a Reserve on account of such excess (the **"Dilution Reserve"**).

"Eligible Accounts Component" means the amount of Eligible Accounts multiplied by the Eligible Accounts Advance Rate.

"Eligible Assignee" means (a) a Credit Party or any of its Affiliates; (b) a bank, insurance company, or company engaged in the business of making commercial loans, which Person, together with its Affiliates, has a combined capital and surplus in excess of \$250.0 million; (c) an Approved Fund; (d) any Person to whom a Credit Party assigns its rights and obligations under this Agreement as part of an assignment and transfer of such Credit Party's rights in and to a material portion of such Credit Party's portfolio of asset based credit facilities, and (e) any other Person (other than a natural person) approved by (i) the Administrative Agent and each L/C Issuer, and (ii) unless an Event of Default under Section 8.01(a) or 8.01(g) has occurred and is continuing, the Borrower (each such approval not to be unreasonably withheld or delayed); provided that notwithstanding the foregoing, "Eligible Assignee" shall not include a Loan Party or any of the Loan Parties' Affiliates or Subsidiaries; and provided further that any proposed assignee that would be a Fee Recipient will not be an Eligible Assignee unless such Person is a Permitted Investor.

"Eligible Credit Card Receivables" means Accounts due to the Borrower and the Subsidiary Guarantors on a non-recourse basis from Visa, Mastercard, American Express Company, Discover, and other credit card issuer and processors acceptable to the Administrative Agent in its reasonable discretion, as arise in the ordinary course of business (net of fees payable to the applicable credit card issuer), which have been earned by performance, and are deemed by the Administrative Agent in its reasonable discretion to be eligible for inclusion in the calculation of the Borrowing Base. Without limiting the foregoing, none of the following shall be deemed to be Eligible Credit Card Receivables:

(a) Accounts due from major credit card processors that have been outstanding for more than five (5) Business Days from the date of sale;

(b) Accounts due from major credit card processors with respect to which the Borrower or a Subsidiary Guarantor does not have good, valid and marketable title, free and clear of any Lien (other than Liens granted to the Collateral Agent for its own benefit and the ratable benefit of the other Credit Parties and Liens to secure the Term Facility);

(c) Accounts due from major credit card processors that are not subject to a first priority security interest in favor of the Collateral Agent for its own benefit and the ratable benefit of the other Credit Parties (it being the intent that chargebacks in the ordinary course by the credit card processors shall not be deemed violative of this clause);

(d) Accounts due from major credit card processors which are disputed, are subject to holdbacks (provided, that such Accounts shall only be ineligible to the extent of any such holdbacks), are with recourse, or with respect to which a claim, counterclaim, offset or chargeback has been asserted (to the extent of such claim, counterclaim, offset or chargeback);

(e) Accounts due from major credit card processors as to which the credit card processor has the right under certain circumstances to require the Borrower or a Subsidiary Guarantor to repurchase the Accounts from such credit card processor;

(f) Accounts due from any Person on account of any private label credit card receivables other than such Accounts under programs between a Loan Party and a third party reasonably acceptable to the Administrative Agent where the third party retains the consumer credit exposure;

(g) Accounts due from major credit card processors which the Administrative Agent determines in its reasonable discretion to be uncertain of collection, or

(h) Accounts not subject to Credit Card Notification, except Accounts with credit card processors set forth on Schedule 6.12 for a period of 90 days following the Closing Date (or such longer period as may be agreed by the Administrative Agent in its sole discretion).

“Eligible In-Transit Inventory” means, as of any date of determination thereof, without duplication of other Eligible Inventory, Inventory:

(a) Which is in transit from one U.S. location of the Borrower or a Subsidiary Guarantor to another U.S. location of the Borrower or a Subsidiary Guarantor and which otherwise would constitute Eligible Inventory; or

(b) (i) Which has been shipped by a Foreign Subsidiary or other Person from a foreign location for receipt by the Borrower or a Subsidiary Guarantor within forty-five (45) days of the date of shipment, which has left such foreign location in a water borne vessel or is in transit from such vessel on ground in the U.S. but has not yet been delivered to such Borrower or Subsidiary Guarantor;

(ii) For which the purchase order is in the name of the Borrower or a Subsidiary Guarantor and title has passed to such Borrower or Subsidiary Guarantor;

(iii) For which Collateral Agent has a first priority perfected security interest in such Inventory and all documents of title with respect to such Inventory by either of the following: (x) the Administrative Agent shall have in its possession true and correct originals of all applicable negotiable bills of lading covering such Inventory or (y) (i) the Administrative Agent shall be named as the consignee on non-negotiable bills of lading covering such Inventory and (ii) the Agent shall have received a duly executed bailee agreement from each applicable broker, freight forwarder, bailee or carrier for such Inventory, in form and substance satisfactory to the Administrative Agent; provided, however, that in the event of any change in law or judicial interpretation thereof the Collateral Agent reasonably believes that any additional actions are required by the Borrower or Subsidiary Guarantor in order to ensure that the Collateral Agent has a first priority, perfected security interest in such Inventory, the Borrower or such Subsidiary Guarantor shall be required to take such actions in order for such Inventory to satisfy this clause (b)(iii);

(iv) Which, at such time, (A) a UCC financing statement naming the Collateral Agent as secured party is on file in the appropriate UCC filing office and (B) is not subject to any Liens in favor of Persons other than the Collateral Agent (other than any Permitted Liens);

(v) Which is insured in accordance with the terms of this Agreement; and

(vi) Which otherwise would constitute Eligible Inventory;

provided, that at any time, Eligible In-Transit Inventory (other than Eligible In-Transit Inventory which is in transit from one location of the Borrower or a Subsidiary Guarantor to another location of the Borrower or a Subsidiary Guarantor) shall not exceed 15% (or during the period from October 1 through December 31 of any Fiscal Year, 30%) of Eligible Inventory at such time.

“Eligible Inventory” means, as of the date of determination thereof, without duplication, (a) Eligible In-Transit Inventory and (b) items of Inventory of the Borrower or a Subsidiary Guarantor that are finished goods, merchantable and readily saleable to the public in the ordinary course deemed by the Administrative Agent in its reasonable discretion to be eligible for inclusion in the calculation of the Borrowing Base, in each case that, except as otherwise agreed by the Administrative Agent, complies with each of the representations and warranties respecting Inventory made by the Borrower and the Subsidiary Guarantors in the Loan Documents, and that is not excluded as ineligible by virtue of one or more of the criteria set forth below. The following items of Inventory shall not be included in Eligible Inventory:

(a) Inventory that is not solely owned by the Borrower or a Subsidiary Guarantor;

(b) Inventory that is leased by or is on consignment to the Borrower or a Subsidiary Guarantor or as to which the Borrower or a Subsidiary Guarantor does not have good and valid title thereto;

(c) Inventory (other than Eligible In Transit Inventory or Inventory which is the subject of an Eligible Letter of Credit) that is not located (x) in the United States of America (excluding Puerto Rico and other territories or possessions of the United States) or (y) at a location that is owned or leased by the Borrower or a Subsidiary Guarantor, except, in the case of clause (y), to the extent that the Borrower or the Subsidiary Guarantors have furnished the Administrative Agent with (i) any UCC financing statements or other documents that the Administrative Agent

may determine to be necessary to perfect its security interest in such Inventory at such location, and (ii) after the period provided therefor in Schedule 6.19, a Collateral Access Agreement executed by the Person owning such location on terms reasonably acceptable to the Administrative Agent against the Eligible Inventory held at such location; provided, that in order for Inventory at a location to be deemed Eligible Inventory, after the period provided therefor in Schedule 6.19, Collateral Access Agreements are strictly required if such location is a distribution center or warehouse (excluding any warehouse or other storage facility utilized by a store location for storage of inventory after shipment from a distribution center if the Cost of Inventory at such warehouse or other storage facility is less than \$2.0 million), and for locations other than distribution centers and warehouses, such a Collateral Access Agreement shall be so required after the period provided therefor in Schedule 6.19 only if the Cost of the Inventory at such location is greater than \$2.0 million;

(d) Inventory that is comprised of goods which (i) are damaged, defective, “seconds,” or otherwise unmerchantable, (ii) are to be returned to the vendor, (iii) are obsolete or slow moving, or custom items, work-in-process, raw materials, or that constitute spare parts, promotional, marketing, packaging and shipping materials or supplies used or consumed in the Borrower’s or a Subsidiary Guarantor’s business, (iv) are not in compliance with all standards imposed by any Governmental Authority having regulatory authority over such Inventory, its use or sale, (v) are vendor serviced merchandise not reflected in the stock ledger, (vi) are bill and hold goods, (vii) are “zero-quantity” or “zero-cost” items, or (viii) constitute foreign exchange rate (FX) losses reclassified to Inventory;

(e) Inventory that (i) is not subject to a perfected first-priority security interest in favor of the Collateral Agent for its own benefit and the ratable benefit of the other Credit Parties or (ii) is subject to any Lien other than Permitted Liens;

(f) Inventory that consists of samples, labels, bags, packaging, and other similar non-merchandise categories;

(g) Inventory that is not insured in compliance with the provisions of Section 6.07 hereof;

(h) Inventory that has been sold but not yet delivered or as to which the Borrower or a Subsidiary Guarantor has accepted a deposit;

(i) Inventory that is subject to any licensing, patent, royalty, trademark, trade name or copyright agreement with any third party from which the Borrower or any of its Subsidiaries has received notice of a dispute in respect of any such agreement, which would materially interfere with the use of such license, patent, trademark, trade name or copyright by the Borrower or any of its Subsidiaries; or

(j) Inventory acquired in an acquisition permitted under Section 7.03, unless and until the Collateral Agent has completed or received (i) an appraisal of such Inventory from appraisers satisfactory to the Collateral Agent, establishes an inventory advance rate and Inventory Reserves (if applicable) therefor, and otherwise agrees that such Inventory shall be deemed Eligible Inventory, and (ii) such other due diligence as the Agents may require, all of the results of the foregoing to be reasonably satisfactory to the Agents.

“Eligible Letter of Credit” means, as of any date of determination thereof, a Commercial Letter of Credit which supports the purchase of Inventory, (a) which Inventory does not constitute Eligible In-Transit Inventory and for which no documents of title have then been issued; (b) which Inventory otherwise would constitute Eligible Inventory, (c) which Commercial Letter of Credit has an expiry within forty-five (45) days of the date of determination, and (d) which Commercial Letter of Credit provides that it may be drawn only after the Inventory is completed and after documents of title have been issued for such Inventory reflecting the Borrower, a Subsidiary Guarantor, or the Collateral Agent as consignee of such Inventory.

“Enhanced Collateral Trigger Event” means that Excess Availability is less than 17.5% of the lesser of (i) the Borrowing Base and (ii) the Aggregate Commitments. For purposes of this Agreement, the occurrence of an Enhanced Collateral Trigger Event shall be deemed continuing until Excess Availability has equaled or exceeded 17.5% of the lesser of (i) Borrowing Base and (ii) the Aggregate Commitments for 30 consecutive days, in which case an Enhanced Collateral Trigger Event shall no longer be deemed to be continuing for purposes of this Agreement.

“Environmental Laws” means any and all Federal, state, local and foreign statutes, laws, regulations, ordinances, rules, common law, judgments, orders, decrees, permits, concessions, grants, franchises or licenses, relating to pollution or the protection of the environment or the Release or threat of Release of any hazardous substances, materials or wastes (including Hazardous Materials) into the environment or human health (to the extent related to exposure to Hazardous Materials), or generation, storage, treatment, transport or handling of any Hazardous Materials.

“Environmental Liability” means any liability, whether pending or threatened (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower, any other Loan Party or any of their respective Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Environmental Permit” means any permit, approval, identification number, license or other authorization required under any Environmental Law.

“Equity Interests” means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

“ERISA Affiliate” means any entity under common control with Holdings and the Borrower and which Holdings or the Borrower would be treated as a single employer within the meaning of Section 414 of the Code or Section 4001(a)(14) of ERISA.

“ERISA Event” means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by Holdings, the Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) with respect to any Pension Plan, a failure to satisfy the minimum funding standard under Sections 412 and 430 of the Code or Sections 302 and 303 of ERISA, whether or not waived; (d) a determination that any Pension Plan is, or is expected to be, in “at-risk” status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code); (e) a complete or partial withdrawal (within the meanings of Sections 4203 and 4205 of ERISA) by Holdings, the Borrower or any ERISA Affiliate from a Multiemployer Plan or receipt by Holdings or the Borrower of notice from any Multiemployer Plan that it is insolvent (within the meanings of Section 4245 of ERISA) or in “endangered” or “critical” status (within the meaning of Section 432 of the Code or Section 305 of ERISA); (f) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Section 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate under Section 4042 of ERISA a Pension Plan or Multiemployer Plan; (g) the appointment of a trustee to administer under Section 4042 of ERISA any Pension Plan or Multiemployer Plan; or (h) with respect to any Pension Plan the imposition of a lien or the posting of a bond or other security pursuant to Section 436(f) of the Code or Section 206(g)(5) of ERISA.

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

“Event of Default” has the meaning specified in Section 8.01. An “Event of Default” shall be deemed to be continuing unless and until that Event of Default has been duly waived as provided in Section 11.01.

“Excess Availability” means, as of any date of determination thereof by the Administrative Agent, the result, if a positive number, of:

- (a) The lesser of:
 - (i) the Borrowing Base; or
 - (ii) the Aggregate Commitments; minus
- (b) The aggregate of the outstanding Credit Extensions.

“Excess Swing Line Loans” has the meaning specified in Section 2.14(a).

“Excluded Account” means any (a) deposit account which is used solely for purposes of funding payroll, payroll taxes, employee benefit payments, (b) deposit accounts which are zero balance accounts, (c) other controlled disbursement accounts, (d) escrow, trust or other fiduciary accounts, (e) petty cash accounts, (f) deposit accounts to the extent holding funds from unredeemed gift cards, (g) cash collateral accounts securing obligations to the extent permitted to be cash collateralized hereunder and (h) other deposit accounts with a demand deposit balance not exceeding \$10,000 individually and \$100,000 in the aggregate at any time.

“Excluded Property” means (i) any permit, lease, license or contract held by any Loan Party that validly prohibits the creation by such Loan Party of a security interest therein; (ii) any property or assets held by any Loan Party to the extent that any requirement of Law applicable thereto prohibits the creation of a security interest therein; (iii) equipment owned by any Loan Party on the date hereof or hereafter

acquired that is subject to a Lien securing indebtedness incurred for purposes of financing such item of equipment (a “**Purchase Money Obligation**”) or Capital Lease Obligation permitted to be incurred pursuant to Section 7.02 if the contract or other agreement in which such Lien is granted (or the documentation providing for such Purchase Money Obligation or Capital Lease Obligation) validly prohibits the creation of any other Lien on such equipment; and (iv) any property for which attaching a security interest would result in the forfeiture of the applicable Loan Party’s rights over the property (including any intent-to-use application for trademark or service mark registration prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use trademark or service mark application under applicable federal law); provided, that (a) such property shall constitute “Excluded Property” only to the extent and for so long as, in each case described in clauses (i) through (iv) of this definition, such permit, lease, license, contract or other agreement, requirement of Law, or negative pledge provision applicable thereto validly prohibits the creation of a Lien on such property in favor of the Collateral Agent (after giving effect to Sections 9-406, 9-407(a), 9-408, and 9-409 of the UCC or other similar provisions of applicable law) and, upon the termination of such prohibition (howsoever occurring), such property shall cease to constitute “Excluded Property” and (b) Excluded Property shall not include any proceeds, substitutions or replacements of any Excluded Property (unless such proceeds, substitutions or replacements would otherwise constitute Excluded Property). Except with respect to the Swedish Pledge Agreement and as specified by the Collateral Agent, no Loan Party shall be required to take any action under the Law of any non-U.S. jurisdiction to create or perfect a security interest in any assets located outside the United States or any other assets that require such action, including any intellectual property registered in any non-U.S. jurisdiction (and no security agreements or pledge agreements governed under the Laws of any non-U.S. jurisdiction shall be required), including any intellectual property registered in any non-U.S. jurisdiction (and no security agreements or pledge agreements governed under the Laws of any non-U.S. jurisdiction shall be required).

“**Excluded Swap Obligation**” means, with respect to any Loan Party, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Loan Party of, or the grant by such Loan Party of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Loan Party’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time such Loan Party’s obligations under the last paragraph of Section 10.01 become effective with respect to such related Swap Obligation.

“**Excluded Taxes**” means, with respect to the Agents, any Lender, each L/C Issuer or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) taxes imposed on or measured by its overall net income (however denominated), franchise taxes imposed on it (in lieu of net income taxes) and branch profits taxes, in each case, (i) imposed as a result of such recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Borrower under Section 11.13), any U.S. federal withholding tax to the extent imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new Lending Office) except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from the Borrower with respect to such withholding tax pursuant to Section 3.01; (c) taxes attributable to a recipient’s failure to comply with Section 3.01(g), 3.01(h) or 3.01(i) and (d) any tax imposed under FATCA.

“**Existing Letters of Credit**” means the Letters of Credit set forth on Schedule 2.03.

“**Facility**” means the Commitments, Loans and other Credit Extensions under this Agreement.

“**FATCA**” means Sections 1471 through 1474 of the Code, as of the date of this Agreement, (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations promulgated thereunder or official interpretations thereof, any agreement entered into pursuant to Section 1471(b)(1) of the Code, any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to such intergovernmental agreement.

“**Federal Funds Effective Rate**” means, for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions (as determined in such manner as shall be set forth on the NYFRB’s Website from time to time) and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate, provided that, if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

“**Fee Letter**” means the letter agreement, dated as of the date hereof, among the Borrower and Eclipse, as such letter agreement may from time to time be amended, restated, supplemented or otherwise modified from time to time.

“**Fee Recipient**” means any Person (other than the Administrative Agent in its capacity as such) that will be entitled to receive any payment of fees (however denominated), including, without limitation, any Commitment Fee or any Letter of Credit Fee.

“**First Priority**” means, with respect to any Lien purported to be created on any Collateral pursuant to any Collateral Document, that such Lien is the most senior Lien to which such Collateral is subject (subject to, in the case of Mortgages, Permitted Encumbrances).

“**Fiscal Month**” means any fiscal month of any Fiscal Year.

“**Fiscal Quarter**” means any fiscal quarter of any Fiscal Year.

“**Fiscal Year**” means any period of twelve consecutive Fiscal Months ending on the Saturday closest to March 31 in each calendar year (except for 53-week years).

“**Flood Documentation**” means, with respect to each Mortgaged Property located in the United States or any territory thereof, (i) a completed “life-of-loan” Federal Emergency Management Agency standard flood hazard determination (together with a notice about Special Flood Hazard Area status and flood disaster assistance duly executed by the Borrower and the applicable Loan Party relating thereto) and (ii) a copy of, or a certificate as to coverage under, and a declaration page relating to, the insurance policies required by Section 6.07 hereof and the applicable provisions of the Collateral Documents, each of which shall (A) be endorsed or otherwise amended to include a “standard” or “New York” lender’s loss payable or mortgagee endorsement (as applicable), (B) name the Collateral Agent, on behalf of the Credit Parties, as additional insured and loss payee/mortgagee and (C) identify the address of each property located in a Special Flood Hazard Area, the applicable flood zone designation and the flood insurance coverage and deductible relating thereto and (iii) be otherwise in form and substance reasonably satisfactory to the Administrative Agent.

“Flood Insurance Laws” means, collectively, (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (iii) the National Flood Insurance Reform Act of 1994 as now or hereafter in effect or any successor statute thereto and (iv) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto.

“Floor” means 2.00%.

“Foreign Lender” means any Lender or L/C Issuer that is not, for U.S. federal income tax purposes, (a) an individual who is a citizen or resident of the United States, (b) a corporation, partnership or other entity treated as a corporation or partnership created or organized in or under the laws of the United States, or any political subdivision thereof, (c) an estate whose income is subject to U.S. federal income taxation regardless of its source or (d) a trust if a court within the United States is able to exercise primary supervision over the administration of such trust and one or more United States persons have the authority to control all substantial decisions of such trust. In addition, solely for purposes of clause (b) of the definition of “Excluded Taxes”, a Foreign Lender shall include a partnership or other entity treated as a partnership created or organized in or under the laws of the United States, or any political subdivision thereof, but only to the extent the partners of such partnership (including indirect partners if the direct partners are partnerships or other entities treated as partnerships for U.S. federal income tax purposes created or organized in or under the laws of the United States, or any political subdivision thereof) are treated as Foreign Lenders under the preceding sentence.

“Foreign Plan” means any employee benefit plan, program, policy, arrangement or agreement maintained or contributed to by, or entered into with, Holdings, the Borrower or any Subsidiary with respect to employees employed by Holdings, the Borrower or any Subsidiary outside the United States that is not subject to the laws of the United States.

“Foreign Subsidiary” means any Subsidiary that is not a Domestic Subsidiary.

“FRB” means the Board of Governors of the Federal Reserve System of the United States.

“Fund” means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

“GAAP” means generally accepted accounting principles in the United States, as in effect from time to time; provided, however, that if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof (including through the adoption of IFRS) on the operation of such provisions (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof (including through the adoption of IFRS), then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

“Governmental Authority” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing,

regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“Guarantee” means, as to any Person, without duplication (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the **“primary obligor”**) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other monetary obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other monetary obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other monetary obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other monetary obligation of any other Person, whether or not such Indebtedness or other monetary obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien); provided that the term “Guarantee” shall not include endorsements for collection or deposit, in either case in the ordinary course of business. The amount of any Guarantee shall be deemed to be an amount equal to, with respect to clause (a) above, the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith or, with respect to clause (b) above, the fair market value of the property subject to (or contemplated to be subject to) such Lien as determined by the guaranteeing Person in good faith. The term “Guarantee” as a verb has a corresponding meaning.

“Guarantors” means, collectively, Holdings and each Domestic Subsidiary of the Borrower.

“Guaranty” means the guaranty contained in Article X hereof made by the Guarantors in favor of the Credit Parties.

“Hazardous Materials” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated or defined as hazardous or toxic (or words of similar import) pursuant to any Environmental Law.

“Holdings” has the meaning specified in the Preliminary Statements.

“IFRS” means International Financial Reporting Standards and applicable accounting requirements set by the International Accounting Standards Board or any successor thereto (or the Financial Accounting Standards Board, the Accounting Principles Board of the American Institute of Certified Public Accountants, or any successor to either such Board, or the SEC, as the case may be), as in effect from time to time.

“Indebtedness” means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

- (a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;
- (b) the maximum amount (after giving effect to any prior drawings or reductions that may have been reimbursed) of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial letters of credit), bankers' acceptances, bank guaranties, surety bonds and similar instruments;
- (c) net obligations of such Person under Swap Contracts;
- (d) all obligations of such Person to pay the deferred purchase price of property or services (other than (i) trade accounts payable in the ordinary course of business which are being disputed in good faith by appropriate proceedings or which are not past due for more than 120 days after the date on which such trade account was created, (ii) any bona fide earn-out obligation or purchase price adjustment until such obligation is not paid after becoming due and payable and (iii) accounts for payroll and other liabilities in the ordinary course of business);
- (e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;
- (f) all Attributable Indebtedness in respect of Capital Lease Obligations and Synthetic Lease Obligations of such Person and all Synthetic Debt of such Person;
- (g) all obligations of such Person to in respect of Disqualified Equity Interests; and
- (h) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is non-recourse to such Person. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of outstanding Indebtedness as of any date shall be the principal amount or accreted value thereof at such date.

“**Indemnified Taxes**” means Taxes other than Excluded Taxes imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document.

“**Indemnitee**” has the meaning specified in Section 11.04(b).

“**Independent Financial Advisor**” means an accounting, appraisal, investment banking firm or consultant of nationally recognized standing that is, in the good faith judgment of the Borrower, qualified to perform the task for which it has been engaged and that is independent of the Borrower and its Affiliates.

“**Information**” has the meaning specified in Section 11.07.

“**Intellectual Property**” means all present and future: trade secrets, know-how and other proprietary information; trademarks, internet domain names, service marks, trade dress, trade names, business names, designs, logos, slogans, indicia of origin, and other source and/or business identifiers, and

all registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights and copyright applications; unpatented inventions (whether or not patentable); patents and patent applications; license agreements related to any of the foregoing; all other intellectual property; and all common law and other rights throughout the world in and to all of the foregoing.

“**Intercreditor Agreement**” means the Intercreditor Agreement, dated as of the date hereof, by and among the Collateral Agent and the Term Loan Agent, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“**Interest Payment Date**” means (a) with respect to any Base Rate Loan (including a Swing Line Loan), the first Business Day after the end of each calendar month, upon any prepayment and the Scheduled Maturity Date, (b) [reserved], and (c) with respect to any Term Benchmark Loan, the first day of each calendar month, upon any prepayment and the Scheduled Maturity Date.

“**Inventory**” has the meaning given that term in the UCC, and shall also include, without limitation, all: (a) goods which (i) are leased by a Person as lessor, (ii) are held by a Person for sale or lease or to be furnished under a contract of service, (iii) are furnished by a Person under a contract of service, or (iv) consist of raw materials, work in process, or materials used or consumed in a business; (b) goods of said description in transit; (c) goods of said description which are returned, repossessed or rejected; and (d) packaging, advertising, and shipping materials related to any of the foregoing.

“**Inventory Component**” means (a) Eligible Inventory, net of Inventory Reserves, valued at cost, multiplied by (b) the Appraised Value Percentage, multiplied by 100%.

“**Inventory Reserves**” means such reserves as may be established from time to time by the Administrative Agent in the Administrative Agent’s reasonable discretion which negatively affect the saleability, at retail, of the Eligible Inventory or which reflect such other factors as negatively affect the market value of the Eligible Inventory. Without limiting the generality of the foregoing, Inventory Reserves may include (but are not limited to) reserves based on:

- (a) Obsolescence;
- (b) Seasonality;
- (c) [reserved];
- (d) [reserved];
- (e) Change in Inventory character;
- (f) Change in Inventory composition;
- (g) Change in Inventory mix;
- (h) Markdowns (both permanent and point of sale);
- (i) Retail markdowns and markups inconsistent with prior period practice and performance, industry standards, current business plans or advertising calendar and planned advertising events; and
- (j) Out-of-date and/or expired Inventory.

“Investment” means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or interest in, another Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the assets of another Person or of the assets of another Person that constitute a discrete business unit. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested (measured at the time made (which, in the case of any Investment constituting the contribution of an asset or property, shall be based on the Borrower’s good faith estimate of the fair market value of such asset or property at the time such Investment is made)), without adjustment for subsequent changes in the value of such Investment, net of any return representing a return of capital with respect to such Investment.

“IRS” means the United States Internal Revenue Service.

“ISDA Definitions” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.

“ISP” means, with respect to any Letter of Credit, the “International Standby Practices 1998” published by the Institute of International Banking Law & Practice (or such later version thereof as may be in effect at the time of issuance).

“Issuer Documents” means with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by any L/C Issuer and the Borrower (or any Subsidiary Guarantor) or in favor of such L/C Issuer and relating to any such Letter of Credit.

“Landlord Lien State” means such state(s) in which a landlord’s claim for rent has priority over the lien of the Collateral Agent in any of the Collateral (including, without limitation, Virginia, Pennsylvania, and Washington).

“Laws” means, collectively, all international, foreign, Federal, state and local statutes, laws (including common law), treaties, rules, guidelines, regulations, judgments, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“L/C Credit Extension” means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof.

“L/C Issuer” means Wells Fargo Bank, National Association, BMO, Capital One, Truist Bank, or any other Person that, at the request of Borrower and with the consent of the Administrative Agent, agrees, in such Person’s sole discretion to become an L/C Issuer for the purpose of issuing Letters of Credit pursuant to Section 2.03.

“L/C Obligations” means, as at any date of determination, the aggregate undrawn amount available to be drawn under all outstanding Letters of Credit plus the aggregate of all Unreimbursed Amounts, including all Letter of Credit Disbursements. For purposes of computing the amounts available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with

Section 1.07. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be “outstanding” in the amount so remaining available to be drawn.

“**Lease**” means any agreement, whether written or oral, no matter how styled or structured, pursuant to which a Loan Party is entitled to the use or occupancy of any space in a structure, land, improvements or premises for any period of time.

“**Lender**” has the meaning specified in the introductory paragraph hereto and their respective successors and assigns as permitted hereunder, each of which is referred to herein as a “**Lender**”; as the context requires, the term “**Lender**” includes the Swing Line Lender.

“**Lending Office**” means, as to any Lender, the office or offices of such Lender described as such in such Lender’s Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent.

“**Letter of Credit**” means any letter of credit issued hereunder.

“**Letter of Credit Application**” means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by any L/C Issuer.

“**Letter of Credit Collateralization**” means any of the following, at the option of the Borrower:

(a) providing cash collateral (pursuant to documentation reasonably satisfactory to the Administrative Agent (including that the Administrative Agent has a first priority perfected Lien in such cash collateral) to be held by the Administrative Agent for the benefit of the Revolving Lenders in an amount equal to 105% of the then existing Letter of Credit Usage;

(b) delivering to the Administrative Agent documentation executed by all beneficiaries under the Letters of Credit, in form and substance reasonably satisfactory to the Administrative Agent and the applicable L/C Issuer, terminating all of such beneficiaries’ rights under the Letters of Credit;

(c) providing the Administrative Agent with a standby letter of credit, in form and substance reasonably satisfactory to the Administrative Agent, from a commercial bank acceptable to the Administrative Agent (in its sole discretion) in an amount equal to 105% of the then existing Letter of Credit Usage; or

(d) the Borrower making other arrangements with respect to the Letters of Credit of the applicable L/C Issuer satisfactory to such L/C Issuer in its sole discretion.

“**Letter of Credit Disbursement**” means a payment made by an L/C Issuer pursuant to a Letter of Credit.

“**Letter of Credit Expiration Date**” means the day that is five days prior to the Scheduled Maturity Date or, if such day is not a Business Day, the next preceding Business Day.

“**Letter of Credit Fee**” has the meaning specified in Section 2.09(c).

“**Letter of Credit Sublimit**” means an amount equal to \$15.0 million. The Letter of Credit Sublimit is part of, and not in addition to, the Aggregate Commitments. A permanent reduction of the Aggregate Commitments shall not require a corresponding pro rata reduction in the Letter of Credit Sublimit; provided, however, that if the Aggregate Commitments are reduced to an amount less than the Letter of Credit Sublimit, then the Letter of Credit Sublimit shall be reduced to an amount equal to (or, at the Borrower’s option, less than) the Aggregate Commitments.

“**Lien**” means any mortgage, pledge, hypothecation, collateral assignment, encumbrance, lien (statutory or other), charge, preference, or priority in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to Real Estate, and any capital lease having substantially the same economic effect as any of the foregoing).

“**Liquidation**” means the exercise by the Administrative Agent or Collateral Agent of those rights and remedies accorded to such Agents under the Loan Documents and applicable Law as a creditor of the Loan Parties with respect to the realization on the Collateral, including (after the occurrence and continuation of an Event of Default) the conduct by the Loan Parties acting with the consent of the Administrative Agent, of any public, private or going out of business sale or other disposition of the Collateral for the purpose of liquidating the Collateral. Derivations of the word “Liquidation” (such as “Liquidate”) are used with like meaning in this Agreement.

“**Loan**” means an extension of credit by a Lender to the Borrower under Article II in the form of a Committed Loan or any Swing Line Loan.

“**Loan Account**” has the meaning assigned to such term in Section 2.11(a).

“**Loan Documents**” means, collectively, (a) this Agreement, (b) [reserved], (c) the Collateral Documents, (d) the Fee Letter, (e) [reserved] and (f) any agreement entered into after the Closing Date between or among the Borrower, the Administrative Agent and/or any other Credit Party or any of their Affiliates in connection with this Agreement or any transactions contemplated hereby which, in the case of this clause (f), is specified by its terms as a “Loan Document” hereunder.

“**Loan Parties**” means, collectively, the Borrower and each Guarantor.

“**Material Adverse Effect**” means (a) any change, circumstance, event or effect that would be materially adverse to the assets, liabilities, business, financial condition or results of operations of Holdings and its Subsidiaries taken as a whole; (b) a material impairment of the rights and remedies of the Administrative Agent, the Collateral Agent or any Lender under any Loan Document, or of the ability of any of Holdings, the Borrower or any Subsidiary to perform its obligations under any Loan Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any of Holdings, the Borrower or any Subsidiary of any Loan Document to which it is a party; provided, that, the Chapter 11 Cases, the entry of the Confirmation Order and the facts disclosed publicly in the filings made in connection therewith and the consummation of the Approved Plan of Reorganization in accordance with such Approved Plan of Reorganization shall not constitute a Material Adverse Effect.

“**Material Indebtedness**” means Indebtedness (other than the Obligations) of any of Holdings or any of its Subsidiaries in an aggregate principal amount exceeding \$15.0 million for all such Persons. For purposes of determining the amount of Material Indebtedness at any time, the amount of the obligations in respect of any Swap Contract at such time shall be calculated at the Swap Termination Value thereof.

“Material Intellectual Property” means any Intellectual Property that, individually or in the aggregate, is material to the operation of the business of the Borrower and its Subsidiaries, taken as a whole.

“Material Subsidiary” means, at any date of determination, any Subsidiary or group of Subsidiaries (a) whose total assets at the last day of the most recently ended Measurement Period were equal to or greater than 5% of the Consolidated total assets of Holdings and its Subsidiaries at such date, or (b) whose gross revenues for such Measurement Period were equal to or greater than 5% of the Consolidated gross revenues of Holdings and its Consolidated Subsidiaries for such period, in each case determined in accordance with GAAP.

“Maximum Rate” has the meaning specified in Section 11.09.

“Measurement Period” means, at any date of determination, the most recently completed four consecutive Fiscal Quarters of Holdings and its Subsidiaries for which financial statements pursuant to Section 6.01(a) or (b) have been, or were required to have been, delivered for the applicable fiscal period.

“Moody’s” means Moody’s Investors Service, Inc. and any successor thereto.

“Mortgage” means any deed of trust, trust deed, deed to secure debt, mortgage or other similar instrument, as applicable, creating a real property Lien on and security interest in Real Estate in favor of Collateral Agent on behalf of the Credit Parties, in each case in form and substance reasonably satisfactory to the Administrative Agent and its counsel.

“Mortgage Policy” has the meaning specified in Section 6.12(b).

“Mortgaged Property” means each parcel of Real Estate owned in fee by any Loan Party, if any, which shall be subject to a Mortgage pursuant to Section 6.12.

“Multiemployer Plan” means a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA, to which Holdings, the Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions on behalf of participants who are or were employed by any of them.

“Net Cash Proceeds” means with respect to any Disposition by the Borrower or any of its Subsidiaries, the excess, if any, of (a) the sum of cash and Cash Equivalents received in connection with such transaction (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received) over (b) the sum of (i) the principal amount of any Indebtedness (plus any premium or other required payment on account thereof) that is secured by a Lien having priority over the Lien of the Collateral Agent (if any) on the applicable asset and that is required to be repaid in connection with such transaction (other than Indebtedness under the Loan Documents, but including, the payment of the proceeds from any Term Priority Collateral in reduction of the Indebtedness under the Term Facility) and (ii) the reasonable out-of-pocket expenses incurred by Borrower or such Subsidiary in connection with such transaction.

“Notes” means the promissory notes of the Borrower substantially in the form of Exhibit E, each payable to a Lender, evidencing the Loans made by the Lenders, as each may be amended, supplemented or modified from time to time.

“Notice of Borrowing” means a notice of a Borrowing, which, if in writing, shall be substantially in the form of Exhibit A-1.

“**NPL**” means the National Priorities List under CERCLA.

“**NYFRB**” means the Federal Reserve Bank of New York.

“**NYFRB Rate**” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day to the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“**NYFRB’s Website**” means the website of the NYFRB at <http://www.newyorkfed.org>, or any successor source.

“**Obligations**” means all debts (including principal, interest, fees, costs, and expenses), liabilities, obligations, covenants, indemnities, and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan or Letter of Credit (including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral therefor), whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

“**Organization Documents**” means (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, limited partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

“**Other Connection Taxes**” means, with respect to any Agents, any Lender, each L/C Issuer or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, Taxes imposed as a result of a present or former connection between such recipient and the jurisdiction imposing such Tax (other than connections arising from such recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

“**Other Taxes**” means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies (including any interest, additions to tax or penalties applicable thereto) arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

“**Outstanding Amount**” means (a) with respect to Committed Loans and Swing Line Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Committed Loans and Swing Line Loans, as the case may be, occurring on such date; and (b) with respect to any L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements by the Borrower of Unreimbursed Amounts.

“**Overadvance**” means a Credit Extension to the extent that, immediately after its having been made, Excess Availability is less than zero.

“**Overnight Bank Funding Rate**” means, for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in Dollars by U.S.-managed banking offices of depository institutions (as such composite rate shall be determined by the NYFRB as set forth on the NYFRB’s Website from time to time) and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

“**Participant**” has the meaning specified in Section 11.06(d).

“**Participant Register**” has the meaning specified in Section 11.06(d).

“**Payment**” has the meaning specified in Section 9.18(a).

“**Payment Conditions**” means, and will be deemed to be satisfied with respect to any particular action as to which the satisfaction of the Payment Conditions is being determined if, after giving effect to the taking of such action:

(a) no Default or Event of Default then exists or would arise as a result of entering into such transaction or the making such payment;

(b) Excess Availability for each day in the 60-day period prior to such action and on the date of such proposed action (after giving pro forma effect to such payment or transaction) would exceed 25% of the lesser of (i) the Borrowing Base and (ii) the Aggregate Commitments; and

(c) the Administrative Agent has received a certificate from a Responsible Officer of Borrower certifying as to the calculations and satisfaction of the conditions set forth in foregoing clauses (a) and (b) above, which calculations shall be true and correct in all material respects.

“**Payment Notice**” has the meaning specified in Section 9.18(b).

“**PBGC**” means the Pension Benefit Guaranty Corporation.

“**PCAOB**” means the Public Company Accounting Oversight Board.

“**Pension Plan**,” means any “employee pension benefit plan” (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Section 412 of the Code or Title IV of ERISA and is sponsored or maintained by Holdings, the Borrower or any ERISA Affiliate or to which Holdings, the Borrower or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any

time during the immediately preceding five plan years on behalf of participants who are or were employed by any of them.

“Perfection Certificate” means a certificate in the form of Exhibit H-1 or any other form approved by the Collateral Agent, as the same shall be supplemented from time to time by a Perfection Certificate Supplement or otherwise.

“Perfection Certificate Supplement” means a certificate supplement in the form of Exhibit H-2 or any other form approved by the Collateral Agent.

“Permitted Encumbrances” has the meaning specified in the Mortgages.

“Permitted Holdco Debt” means Indebtedness of Holdings that (a) is not subject to any Guarantee by the Borrower or any other Subsidiary, (b) will not mature prior to the date that is 180 days after the Scheduled Maturity Date, (c) has no scheduled amortization or mandatory redemption of principal (excluding customary offers to purchase under certain circumstances, such as a “change in control”) prior to the date that is 180 days after the Scheduled Maturity Date, (d) does not require or permit payments in cash of interest or other amounts in the nature of interest prior to the date that is 180 days after the Scheduled Maturity Date, (e) is subordinated to the Obligations on terms reasonably acceptable to the Administrative Agent, (f) is unsecured, (g) is not convertible into or exchangeable for any Indebtedness or Equity Interests other than Equity Interests in Holdings (other than Disqualified Equity Interests) on market terms, (h) has covenants, defaults and remedies provisions customary for senior discount notes of an issuer that is the parent of a borrower under senior credit facilities, and (i) the net proceeds from which are contributed by Holdings to the Borrower or any of the Subsidiaries for its general corporate purposes.

“Permitted Holders” means (i) Closing Date Equity Holders and (ii) any person that, directly or indirectly, holds or acquires beneficial ownership of 100% on a fully diluted basis of the total voting power of the Voting Stock of Holdings, and of which no other any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such Person or its subsidiaries, and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan that in each case is not acting in concert with another Person), other than any of the other Permitted Holders, (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed to have “beneficial ownership” of all securities that such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an “option right”)) more than 50% of the equity securities of Holdings entitled to vote for members of the board of directors or equivalent governing body of Holdings on a fully-diluted basis (and taking into account all such securities that such “person” or “group” has the right to acquire pursuant to any option right).

“Permitted Indebtedness” has the meaning specified in Section 7.02.

“Permitted Investor” means any Fee Recipient that, with respect to all payments of fees (however denominated) to be paid under this Agreement or any other Loan Document, is entitled to a complete exemption from United States Federal withholding tax at the time such Person becomes a party to this Agreement (and absent a subsequent change in law, at all times thereafter); provided that any Person claiming an exemption with respect to fees pursuant to Internal Revenue Service Form W-8BEN or W-8BEN-E, as applicable, (directly or indirectly through Internal Revenue Service Form W-8IMY) will not be a Permitted Investor unless such exemption is based on the “business profits” or “other income” articles of a tax treaty to which the United States is a party; and provided further that a Person shall not be a Permitted Investor unless it provides the Borrower and the Administrative Agent with one or more executed

original copies (as requested by the Borrower or the Administrative Agent) of Internal Revenue Service Form W-9 (or its successor form) or the applicable Internal Revenue Service Form W-8 (or its successor form) no later than the date such Person becomes a party.

“Permitted Lien” has the meaning specified in Section 7.01.

“Permitted Overadvance” means an Overadvance made by the Administrative Agent, in its discretion, which:

- (a) Is made to maintain, protect or preserve the Collateral and/or the Credit Parties’ rights under the Loan Documents or which is otherwise for the benefit of the Credit Parties; or
- (b) Is made to enhance the likelihood of, or to maximize the amount of, repayment of any Obligation;
- (c) Is made to pay any other amount chargeable to any Loan Party hereunder; and
- (d) Together with all other Permitted Overadvances then outstanding, shall not
 - (i) exceed five percent (5%) of the Borrowing Base in the aggregate outstanding at any time or
 - (ii) unless a Liquidation is taking place, remain outstanding for more than forty-five (45) consecutive Business Days, or
 - (iii) be made on more than two occasions in any 180 day period;

provided, however, that the foregoing shall not (i) modify or abrogate any of the provisions of Section 2.03 regarding the Lenders’ obligations with respect to L/C Obligations, or (ii) result in any claim or liability against the Administrative Agent (regardless of the amount of any Overadvance) for “inadvertent Overadvances” (*i.e.*, where an Overadvance results from changed circumstances beyond the control of the Administrative Agent (such as a reduction in the collateral value)), and such “inadvertent Overadvances” shall not reduce the amount of Permitted Overadvances allowed hereunder, and provided further that in no event shall the Administrative Agent make an Overadvance, if after giving effect thereto, the principal amount of the Credit Extensions would exceed the Aggregate Commitments (as in effect prior to any termination of the Commitments pursuant to Section 2.06, hereof).

“Permitted Protest” means the protest by the Borrower or any Subsidiary of any Lien (other than any such Lien that secures the Obligations), taxes, or rental payment, provided that (a) a reserve with respect to such obligation is established on the books and records of the applicable Person in such amount (if any) to the extent required under GAAP, (b) any such protest is prosecuted diligently by the Borrower or such Subsidiary, as the case may be, in good faith, by appropriate proceedings, and (c) such protest effectively suspends collection of the contested obligation and enforcement of any Lien securing such obligation.

“Permitted Refinancing Indebtedness” means, with respect to any Person, any modification, refinancing, refunding, renewal or extension of any Indebtedness of such Person (or any successor of such Person) by such Person or its successor; provided, that (a) the principal or committed amount (or accreted value, if applicable) thereof does not exceed the sum of (i) the outstanding principal or committed amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed or extended plus (ii) prepayment premiums and other reasonable amounts paid, and fees (including original issue discount and upfront fees) and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal or extension, (b) other than with regard to Permitted Refinancing Indebtedness in respect of Indebtedness permitted pursuant to Section 7.02(e) or Section 7.02(g), such modification, refinancing, refunding, renewal or extension has (i) a final maturity date equal to or later than the final maturity date of the Indebtedness being modified, refinanced, refunded, renewed or extended and

(ii) a weighted average life to maturity equal to or greater than the weighted average life to maturity of the Indebtedness being modified, refinanced, refunded, renewed or extended, (c) if the Indebtedness being modified, refinanced, refunded, renewed or extended is Subordinated Indebtedness, such modification, refinancing, refunding, renewal or extension (i) is subordinated in right of payment to the Obligations on terms at least as favorable, taken as a whole, to the Lenders as those contained in the documentation governing the Subordinated Indebtedness being modified, refinanced, refunded, renewed or extended, (ii) does not require payments of cash interest prior to the date that is six months following the maturity date of the Indebtedness being refinanced in amounts greater than was required by the Indebtedness being refinanced, and (iii) contains covenants and events of default that are not more restrictive taken as a whole than the covenants and events of default contained in the documentation governing the Indebtedness being refinanced (as determined in good faith by the Borrower), and (d) no property of any Loan Party or Subsidiary shall constitute collateral security for the Indebtedness so modified, refinanced, refunded, renewed, or extended other than any Permitted Liens.

“**Person**” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, limited partnership, Governmental Authority or other entity.

“**Plan**” means any “employee benefit plan” (as such term is defined in Section 3(3) of ERISA) established or maintained by Holdings, the Borrower or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate.

“**Plan Asset Regulations**” means 29 CFR § 2510.3-101 et seq., as modified by Section 3(42) of ERISA, as amended from time to time.

“**Platform**” has the meaning specified in Section 6.02.

“**Pledge Agreement**” means the Pledge Agreement dated as of the date hereof, among the Loan Parties and the Collateral Agent, together with each other pledge agreement and pledge agreement supplement delivered pursuant to Section 6.12(a)(ii), as amended.

“**Pledged Debt**” means any debt instrument constituting Collateral under any of the Collateral Documents.

“**Pledged Equity**” means any certificated equity security constituting Collateral under any of the Collateral Documents.

“**Prepetition Appraisal**” means the inventory appraisal dated August 27, 2024 by Gordon Brothers Asset Advisors, LLC, provided by Borrower to the Administrative Agent prior to the Closing Date.

“**Prime Rate**” means the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the FRB in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the FRB (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

“**PTE**” means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

“**Public Lender**” has the meaning specified in Section 6.02.

“**Real Estate**” means all Leases and all land, together with the buildings, structures, parking areas, and other improvements thereon, now or hereafter owned by any Loan Party.

“**Reference Time**” with respect to any setting of the then-current Benchmark means, (a) if such Benchmark is the Term SOFR Rate, 5:00 a.m. (Chicago time) on the day that is two (2) U.S. Government Securities Business Days preceding the date of such setting, (b) [reserved] or (c) if such Benchmark is not the Term SOFR Rate, the time determined by the Administrative Agent in its reasonable discretion.

“**Register**” has the meaning specified in Section 11.06(c).

“**Registered Public Accounting Firm**” has the meaning specified by the Securities Laws and shall be independent of Holdings and its Subsidiaries as prescribed by the Securities Laws.

“**Regulation T**” means Regulation T of the FRB, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“**Regulation U**” means Regulation U of the FRB, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“**Regulation X**” means Regulation X of the FRB, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“**Related Parties**” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person’s Affiliates.

“**Release**” means any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, dispersing, or migrating of any Hazardous Material into or through the environment.

“**Relevant Governmental Body**” means the FRB and/or the NYFRB, or a committee officially endorsed or convened by the FRB and/or the NYFRB or, in each case, any successor thereto.

“**Relevant Rate**” means with respect to any Term Benchmark Borrowing, the Term SOFR Rate.

“**Reportable Event**” means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period has been waived by regulation.

“**Reports**” has the meaning provided in Section 9.12(b).

“**Request for Credit Extension**” means (a) with respect to a Borrowing of Committed Loans, a Notice of Borrowing, (b) with respect to an L/C Credit Extension, a Letter of Credit Application, and (c) with respect to a Swing Line Loan, a Notice of Borrowing.

“**Required Lenders**” means, as of any date of determination, (a) if there are less than three Lenders at such time, all Lenders, and (b) if there are three or more Lenders at such time, (i) Lenders holding more than 50% of the Aggregate Commitments or, (ii) if the Aggregate Commitments of the Lenders to make Loans and the obligation of the Administrative Agent to cause the L/C Issuers to make L/C Credit Extensions have been terminated pursuant to Section 8.02, Lenders holding in the aggregate more than 50% of the Total Outstandings (with the aggregate amount of each Lender’s risk participation and funded

participation in L/C Obligations and Swing Line Loans being deemed “held” by such Lender for purposes of this definition); provided that the Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

“**Reserves**” means all (if any) Inventory Reserves and Availability Reserves.

“**Resolution Authority**” means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“**Responsible Officer**” means the chief executive officer, president, chief financial officer, chief administrative officer, any executive or senior vice president, vice president of finance and treasury, treasurer, assistant treasurer or controller of a Loan Party or any of the other officers designated in writing to the Administrative Agent by an existing Responsible Officer of a Loan Party as an authorized signatory of any certificate or other document to be delivered hereunder. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

“**Restricted Payment**” means any dividend or other distribution (whether in cash, securities or other property) by Holdings or any of its Subsidiaries with respect to any Equity Interest of Holdings or any of its Subsidiaries, or any payment by Holdings or any of its Subsidiaries (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such Equity Interest, or on account of any return of capital to Holding’s or any of its Subsidiaries’ direct or indirect stockholders, partners or members (or the equivalent of any thereof).

“**S&P**” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, and any successor thereto.

“**Sanctioned Country**” means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (as of the Closing Date, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, Cuba, Iran, North Korea, Syria and the Crimea, Zaporizhzhia and Kherson Regions of Ukraine).

“**Sanctioned Person**” means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, or the U.S. Department of State or by the United Nations Security Council, the European Union or any European Union member state, His Majesty’s Treasury of the United Kingdom or other relevant sanctions authority, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b), or (d) any Person otherwise the subject of Sanctions.

“**Sanctions**” means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union, any European Union member state, His Majesty’s Treasury of the United Kingdom or other relevant sanctions authority.

“**Scheduled Maturity Date**” has the meaning specified in Section 2.07(a).

“**SEC**” means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

“**Second Priority**” means, with respect to any Lien purported to be created in any Term Priority Collateral pursuant to any Collateral Document, that such Lien is second in priority only to the Liens created under the Term Loan Documents in accordance with the Intercreditor Agreement (subject to (a) in the case of Mortgages, Permitted Encumbrances, and (b) otherwise, Permitted Liens).

“**Securities Act**” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“**Securities Laws**” means the Securities Act, the Securities Exchange Act of 1934, the Sarbanes-Oxley Act of 2002 (in each case, as amended), and the applicable accounting and auditing principles, rules, standards and practices promulgated, approved or incorporated by the SEC or the PCAOB.

“**Security Agreement**” means the Security Agreement dated as of the date hereof, among the Loan Parties and the Collateral Agent, together with each other security agreement and security agreement supplement delivered pursuant to Section 6.12(a)(ii), as amended.

“**Settlement Date**” has the meaning specified in Section 2.14(a).

“**Shrink**” means Inventory which has been lost, misplaced, stolen, or is otherwise unaccounted for.

“**SOFR**” means a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator.

“**SOFR Administrator**” means the NYFRB (or a successor administrator of the secured overnight financing rate).

“**SOFR Administrator’s Website**” means the NYFRB’s Website, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“**SOFR Determination Date**” has the meaning specified in the definition of “Daily Simple SOFR”.

“**SOFR Rate Day**” has the meaning specified in the definition of “Daily Simple SOFR”.

“**Solvent**” and “**Solvency**” mean, with respect to any Person on any date of determination, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person’s ability to pay such debts and liabilities as they mature, (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person’s property would constitute an unreasonably small capital, and (e) such Person is able to pay its debts and liabilities, contingent obligations and other commitments as they mature in the ordinary course of business. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

“Standard Letter of Credit Practice” means, for any L/C Issuer, any domestic or foreign law or letter of credit practices applicable in the city in which such L/C Issuer issued the applicable Letter of Credit or, for its branch or correspondent, such laws and practices applicable in the city in which it has advised, confirmed or negotiated such Letter of Credit, as the case may be, in each case, (a) which letter of credit practices are of banks that regularly issue letters of credit in the particular city, and (b) which laws or letter of credit practices are required or permitted under ISP or UCP, as chosen in the applicable Letter of Credit.

“Stated Amount” means at any time the maximum amount for which a Letter of Credit may be honored.

“Store” means any retail store (which includes any real property, Fixtures, Equipment, Inventory and other property related thereto) operated, or to be operated, by the Borrower or any Subsidiary.

“Subordinated Indebtedness” means all Indebtedness of a Loan Party that is subordinate in right of payment to any or all of the Obligations pursuant to subordination provisions reasonably acceptable to the Administrative Agent and which provide, without limitation, (a) for a maturity after the Scheduled Maturity Date, (b) that such Indebtedness is unsecured, (c) that no principal payments shall be required to be made until after the Scheduled Maturity Date, and (d) that interest shall accrue and be payable in cash at a market rate of interest, subject to the right of the Administrative Agent to impose a payment blockage period upon the occurrence and during the continuance of any Event of Default. In no event shall Disqualified Equity Interests be deemed Subordinated Indebtedness.

“Subsidiary” of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of Holdings.

“Subsidiary Guarantors” means collectively, all Subsidiaries of the Borrower other than (i) any Foreign Subsidiary, (ii) any Subsidiary owned directly or indirectly by a Foreign Subsidiary or (iii) any Domestic Subsidiary that is a disregarded entity for U.S. federal income tax purposes if substantially all of the assets of such Domestic Subsidiary consist of Equity Interests in one or more Foreign Subsidiaries.

“Supermajority Lenders” means, as of any date of determination, (a) if there are less than three Lenders at such time, all Lenders, and (b) if there are three or more Lenders at such time, (i) Lenders holding more than 75% of the Aggregate Commitments or, (ii) if the Commitments of the Lenders to make Loans and the obligation of the Administrative Agent to cause the L/C Issuers to make L/C Credit Extensions have been terminated pursuant to Section 8.02, Lenders holding in the aggregate more than 75% of the Total Outstandings (with the aggregate amount of each Lender’s risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed “held” by such Lender for purposes of this definition); provided that the Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Supermajority Lenders.

“Survey” means a survey of any Mortgaged Property (and all improvements thereon) which is (a) (i) prepared by a surveyor or engineer licensed to perform surveys in the jurisdiction where such Mortgaged Property is located, (ii) dated (or redated) not earlier than six months prior to the date of delivery thereof unless there shall have occurred within six months prior to such date of delivery any exterior

construction on the site of such Mortgaged Property or any easement, right of way or other interest in the Mortgaged Property has been granted or become effective through operation of law or otherwise with respect to such Mortgaged Property which, in either case, can be depicted on a survey, in which events, as applicable, such survey shall be dated (or redated) after the completion of such construction or if such construction shall not have been completed as of such date of delivery, not earlier than 20 days prior to such date of delivery, or after the grant or effectiveness of any such easement, right of way or other interest in the Mortgaged Property, provided that with respect to any of the Mortgaged Properties described on Schedule 5.08(c) where no new construction has occurred since the most recent survey and no new encumbrances have been created since the date of such survey, a survey affidavit of no change shall satisfy the provisions of this clause (ii), (iii) certified by the surveyor (in a manner reasonably acceptable to the Administrative Agent) to the Administrative Agent, the Collateral Agent and the Title Company, (iv) complying in all respects with the minimum detail requirements of the American Land Title Association as such requirements are in effect on the date of preparation of such survey, and (v) sufficient for the Title Company to remove all standard survey exceptions from the title insurance policy (or commitment) relating to such Mortgaged Property and issue the endorsements of the type required by Section 6.12, or (b) otherwise acceptable to the Collateral Agent.

“Swap Contract” means any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement.

“Swap Obligation” means, with respect to any Loan Party, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act.

“Swap Termination Value” means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

“Swedish Credit Facility” means the Master Credit Agreement, dated March 18, 2019, between Elfa International AB and Nordea Bank Abp, filial i Sverige, including any related notes, guarantees and collateral documents executed in connection therewith, and in each case as amended, restated, modified, refinanced, renewed, refunded, restructured or replaced in any manner.

“Swedish Pledge Agreement” means that certain Share Pledge Agreement to be entered into after the Closing Date (in accordance with Section 6.19) between the Borrower, as pledgor, and the Collateral Agent.

“Swing Line” means the revolving credit facility made available by the Swing Line Lender pursuant to Section 2.04.

“**Swing Line Lender**” means Eclipse in its capacity as provider of Swing Line Loans, or any successor swing line lender hereunder.

“**Swing Line Loan**” has the meaning specified in Section 2.04(a).

“**Swing Line Sublimit**” means an amount equal to the lesser of (a) \$15.0 million and (b) the Aggregate Commitments. The Swing Line Sublimit is part of, and not in addition to, the Aggregate Commitments.

“**Synthetic Debt**” means, with respect to any Person as of any date of determination thereof, all obligations of such Person in respect of transactions entered into by such Person that are intended to function primarily as a borrowing of funds (including any minority interest transactions that function primarily as a borrowing) but are not otherwise included in the definition of “Indebtedness” or as a liability on the Consolidated balance sheet of such Person and the Subsidiaries in accordance with GAAP.

“**Synthetic Lease Obligation**” means the monetary obligation of a Person under an agreement for the use or possession of property (including sale and leaseback transactions), in each case, creating obligations that do not appear on the balance sheet of such Person but which, upon the application of any Debtor Relief Laws to such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

“**Taxes**” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“**Term Benchmark**” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Term SOFR Rate.

“**Term Facility**” shall mean the term loan credit facility evidenced by the Term Loan Documents, including commitments and loans thereunder.

“**Term Loan Agent**” shall mean, collectively, Acquiom Agency Services LLC and Seaport Loan Products LLC, as co-administrative agents and Acquiom Agency Services LLC, as collateral agent under the Term Loan Agreement.

“**Term Loan Agreement**” shall mean that certain Term Loan Agreement, dated as of the date hereof, by and among Holdings, the Borrower, the other guarantors from time to time party thereto, the lenders party from time to time party thereto, and the Term Loan Agent, as amended, restated, supplemented or otherwise modified from time to time.

“**Term Loan Documents**” shall mean the Term Loan Agreement, any note issued thereunder and the other “Loan Documents” under and as defined in the Term Loan Agreement, as each may be amended, restated, supplemented or otherwise modified from time to time.

“**Term Loan Obligations**” shall mean the “Obligations” as defined in the Term Loan Agreement.

“**Term Loans**” shall mean the loans now or hereafter made by or on behalf of any lender under the Term Loan Agreement or by the Term Loan Agent pursuant to the Term Facility as set forth therein in the Term Loan Agreement.

“**Term Priority Collateral**” shall have the meaning specified therefor in the Intercreditor Agreement.

“**Term SOFR Determination Day**” has the meaning assigned to it under the definition of Term SOFR Reference Rate.

“**Term SOFR Rate**” means, with respect to any Term Benchmark Borrowing and for a tenor of one-month, the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two (2) U.S. Government Securities Business Days prior to the commencement of each calendar month, as such rate is published by the CME Term SOFR Administrator.

“**Term SOFR Reference Rate**” means, for any day and time (such day, the “**Term SOFR Determination Day**”), and for any tenor of one month, the rate per annum published by the CME Term SOFR Administrator and identified by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the “Term SOFR Reference Rate” for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then, so long as such day is otherwise a U.S. Government Securities Business Day, the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding U.S. Government Securities Business Day is not more than five (5) U.S. Government Securities Business Days prior to such Term SOFR Determination Day.

“**Title Company**” means any title insurance company as shall be retained by the Borrower and reasonably acceptable to the Collateral Agent.

“**Total Outstandings**” means, on any date, the aggregate Outstanding Amount of all Loans and all L/C Obligations, after giving effect to any borrowings or repayments of Loans occurring on such date.

“**Transaction**” means, collectively, (a) the execution of the Term Facility and the borrowing of term loans thereunder by the Borrower, (b) the entering into the ABL Facility under this Agreement and the Loan Documents by the Borrower and the other Loan Parties and their applicable Subsidiaries, (c) the consummation of any other transactions in connection with the foregoing, including, without limitation, the consummation of the Approved Plan of Reorganization and the termination and repayment of all Indebtedness under the DIP Term Loan Facility (as defined in the Approved Plan of Reorganization) and the DIP ABL Facility, and (d) the payment of the fees and Transaction Expenses.

“**Transaction Expenses**” means all fees, premiums, costs and expenses incurred or payable by Holdings or any Subsidiary of Holdings in connection with the closing of the Transactions.

“**Type**” when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Term SOFR Rate or the Base Rate.

“**UCC**” means the Uniform Commercial Code as in effect in the State of New York; provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral or the availability of any remedy under the Loan Documents is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, “**UCC**” means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions

hereof relating to such perfection, effect of perfection or non-perfection, priority or availability of such remedy.

“**UCP**” means, with respect to any Letter of Credit, the Uniform Customs and Practice for Documentary Credits 2007 Revision, International Chamber of Commerce Publication No. 600 and any version or revision thereof accepted by the applicable L/C Issuer for use.

“**UK Financial Institutions**” means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“**UK Resolution Authority**” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“**Unadjusted Benchmark Replacement**” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“**Unfunded Pension Liability**” means the excess of a Pension Plan’s benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Pension Plan’s assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to Section 412 of the Code for the applicable plan year.

“**United States**” and “**U.S.**” mean the United States of America.

“**Unreimbursed Amount**” has the meaning specified in Section 2.03.

“**USA PATRIOT Act**” means The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Public Law No. 107-56 (signed into law October 26, 2001)), as amended or modified from time to time.

“**U.S. Government Securities Business Day**” means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“**U.S. Special Resolution Regimes**” has the meaning specified in Section 11.22.

“**U.S. Tax Compliance Certificate**” has the meaning specified in Section 3.01(g)(iii).

“**Write-Down and Conversion Powers**” means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised

under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “**include**,” “**includes**” and “**including**” shall be deemed to be followed by the phrase “**without limitation**.” The word “**will**” shall be construed to have the same meaning and effect as the word “**shall**.” Unless the context requires otherwise, (i) any definition of or reference to any Law, agreement, instrument or other document (including any Organization Document) shall be construed as referring to such Law, agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (iii) the words “**herein**,” “**hereof**” and “**hereunder**,” and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Preliminary Statements, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Preliminary Statements, Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. “**Knowledge**” shall mean the actual knowledge of a Responsible Officer of the Borrower after reasonable investigation.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding”; and the word “through” means “to and including.”

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

1.03 Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a “Committed Loan”) or by Type (e.g., a “Term Benchmark Loan”) or by Class and Type (e.g., a “Term Benchmark Committed Loan”). Borrowings also may be classified and referred to by Class (e.g., a “Borrowing”) or by Type (e.g., a “Term Benchmark Borrowing”) or by Class and Type (e.g., a “Term Benchmark Borrowing”).

1.04 Accounting Terms. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, except as otherwise specifically prescribed herein.

1.05 Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the

result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.06 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Chicago time (daylight or standard, as applicable).

1.07 Letter of Credit Amounts. Unless otherwise specified, all references herein to the amount of a Letter of Credit at any time shall be deemed to be the Stated Amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by the terms of any Issuer Documents related thereto, provides for one or more automatic increases in the Stated Amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum Stated Amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum Stated Amount is in effect at such time.

1.08 Senior Debt. The Loans and other Obligations are hereby designated as “Senior Debt” and “Designated Senior Debt” (or other similar terms) for all purposes of any Subordinated Indebtedness.

1.09 [Reserved].

1.10 [Reserved].

1.11 Interest Rates; Benchmark Notifications. The interest rate on a Loan denominated in dollars may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 3.02(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or replacement rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

1.12 Divisions. For all purposes under the Loan Documents, in connection with any Division or plan of division under Delaware law (or any comparable event under a different jurisdiction’s laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized and acquired on the first date of its existence by the holders of its Equity Interests at such time.

1.13 Letters of Credit. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the amount of such Letter of Credit available to be drawn at such time; *provided that* with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the available amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum amount is available to be drawn at such time. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Article 29(a) of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600 (or such later version thereof as may be in effect at the applicable time) or Rule 3.13 or Rule 3.14 of the International Standby Practices, International Chamber of Commerce Publication No. 590 (or such later version thereof as may be in effect at the applicable time) or similar terms of the Letter of Credit itself, or if compliant documents have been presented but not yet honored, such Letter of Credit shall be deemed to be “outstanding” and “undrawn” in the amount so remaining available to be paid, and the obligations of the Borrower and each Lender shall remain in full force and effect until the L/C Issuer and the Lenders shall have no further obligations to make any payments or disbursements under any circumstances with respect to any Letter of Credit.

ARTICLE II THE COMMITMENTS AND CREDIT EXTENSIONS

2.01 Committed Loans; Reserves.

(a) Subject to the terms and conditions set forth herein, each Lender severally agrees to make loans (each such loan, a “**Committed Loan**”) to the Borrower from time to time, on any Business Day during the Availability Period, subject in each case to the following limitations:

(i) after giving effect to any Borrowing, the Total Outstandings shall not exceed the lesser of (A) the Aggregate Commitments, or (B) the Borrowing Base;

(ii) after giving effect to any Borrowing, the aggregate Outstanding Amount of the Committed Loans of any Lender, plus such Lender’s Applicable Percentage of the Outstanding Amount of all L/C Obligations, plus such Lender’s Applicable Percentage of the Outstanding Amount of all Swing Line Loans shall not exceed the lesser of (x) such Lender’s Commitment, or (y) such Lender’s Applicable Percentage of the Borrowing Base; and

(iii) the Outstanding Amount of all L/C Obligations shall not at any time exceed the Letter of Credit Sublimit.

Within the limits of each Lender’s Commitment, and subject to the other terms and conditions hereof, the Borrower may borrow under this Section 2.01, prepay under Section 2.05, and reborrow under this Section 2.01. Committed Loans may be Base Rate Loans or Term Benchmark Loans, as further provided herein.

2.02 Borrowings of Committed Loans.

(a) Committed Loans and Swing Line Loans shall be Term Benchmark Loans, except as set forth in Section 3.02.

(b) Each Borrowing of Committed Loans shall be made upon the Borrower's irrevocable notice to the Administrative Agent, which may be given by telephone. Each such notice must be received by the Administrative Agent not later than 10:00 a.m. on the requested date of any Borrowing. Each telephonic notice by the Borrower pursuant to this Section 2.02(b) must be confirmed promptly by delivery to the Administrative Agent of a Notice of Borrowing, either in writing or by an Approved Electronic Communication, appropriately completed and signed by a Responsible Officer of the Borrower. Each Borrowing shall be in a principal amount of \$1,000,000 or a whole multiple of \$500,000 in excess thereof. Each Notice of Borrowing (whether telephonic, written or by Approved Electronic Communication) shall specify (A) the requested date of the Borrowing (which shall be a Business Day), and (B) the principal amount of Committed Loans to be borrowed.

(c) [Reserved].

(d) Following receipt of a Notice of Borrowing, the Administrative Agent shall promptly notify each Lender of the amount of its Applicable Percentage of the applicable Committed Loans. In the case of a Borrowing of Committed Loans, each Lender shall make the amount of its Committed Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 1:00 p.m. on the Business Day specified in the applicable Notice of Borrowing. Upon satisfaction of the applicable conditions set forth in Section 4.02 (and, if such Borrowing is the initial Credit Extension, Section 4.01), the Administrative Agent shall use reasonable efforts to make all funds so received available to the Borrower in like funds by no later than 4:00 p.m. on the day of receipt by the Administrative Agent either by (i) crediting the account of the Borrower on the books of Eclipse with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower; provided, however, that if, on the date the Notice of Borrowing with respect to such Borrowing is given by the Borrower, there are Letter of Credit Disbursements outstanding, then the proceeds of such Borrowing, first, shall be applied to the payment in full of any such Letter of Credit Disbursements, and second, shall be made available to the Borrower as provided above.

(e) Each Borrowing of Committed Loans shall be made by the Lenders pro rata in accordance with their respective Applicable Percentage with respect to the applicable Class. The failure of any Lender to make any Loan shall neither relieve any other Lender of its obligation to fund its Loan in accordance with the provisions of this Agreement nor increase the obligation of any such other Lender.

(f) The Administrative Agent, without the request of the Borrower, may advance any interest, fee, service charge, Credit Party Expenses, or other payment to which any Credit Party is entitled from the Loan Parties pursuant hereto or any other Loan Document and may charge the same to the Loan Account notwithstanding that an Overadvance may result thereby. The Administrative Agent shall deliver to the Borrower a statement of any such advance or charge promptly after the making thereof (or in the case of Credit Party Expenses, at the time that the five (5) Business Days' notice is furnished) in reasonable detail sufficient to allow the Borrower to verify such interest, fee, service charge, Credit Party Expenses, or other payment. Such action on the part of the Administrative Agent shall not constitute a waiver of the Administrative Agent's rights and the Borrower's obligations under Section 2.05. Any amount which is added to the principal balance of the Loan Account as provided in this Section 2.02(f) shall bear interest at the interest rate then and thereafter applicable to Base Rate Loans.

(g) [Reserved].

(h) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any interest period for Term Benchmark Loans upon determination of such

interest rate. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Borrower and the Lenders of any change in the Prime Rate used in determining the Base Rate promptly following the public announcement of such change.

(i) [Reserved].

(j) The Administrative Agent, the Lenders and the Swing Line Lender shall have no obligation to make any Loan or to provide any Letter of Credit if an Overadvance would result. The Administrative Agent may, in its discretion, make Permitted Overadvances without the consent of the Lenders, the Swing Line Lender and each Lender shall be bound thereby. Any Permitted Overadvance may constitute a Swing Line Loan. A Permitted Overadvance is for the account of the Borrower and shall constitute a Loan and an Obligation. The making of any such Permitted Overadvance on any one occasion shall not obligate the Administrative Agent or any Lender to make or permit any Permitted Overadvance on any other occasion or to permit such Permitted Overadvances to remain outstanding. The making by the Administrative Agent of a Permitted Overadvance shall not modify or abrogate any of the provisions of Section 2.03 regarding the Lenders' obligations to purchase participations with respect to Letter of Credits. The Administrative Agent shall have no liability for, and no Loan Party or Credit Party shall have the right to, or shall, bring any claim of any kind whatsoever against the Administrative Agent with respect to "inadvertent Overadvances" (i.e., where an Overadvance results from changed circumstances beyond the control of the Administrative Agent (such as a reduction in the collateral value)) regardless of the amount of any such Overadvance(s).

(k) For the avoidance of doubt, as of the Closing Date, the Types of Borrowings available to the Borrower shall be comprised of either Base Rate Loans or Term Benchmark Loans.

2.03 Letters of Credit.

(a) General. Subject to the terms and conditions of this Agreement, upon the request of the Borrower made in accordance herewith, and prior to the Scheduled Maturity Date, the Administrative Agent agrees to arrange for one or more L/C Issuers to issue standby Letters of Credit for any lawful purpose of any Loan Party. Pursuant to the foregoing, and subject to the terms and conditions contained herein, the Administrative Agent shall make standby Letters of Credit available to the Loan Parties by causing one or more L/C Issuers to issue such standby Letters of Credit. By submitting a request to the Administrative Agent for the issuance of a Letter of Credit, the Borrower shall be deemed to have requested that the Administrative Agent cause the issuance of the requested Letter of Credit by the applicable L/C Issuer. Each request for the issuance of a Letter of Credit, or the amendment, renewal, or extension of any outstanding Letter of Credit, shall be (i) irrevocable and made in writing by a Responsible Officer of the Borrower, (ii) delivered to the Administrative Agent via Approved Electronic Communications and reasonably in advance of the requested date of issuance, amendment, renewal, or extension, and (iii) subject to the Administrative Agent's and, as applicable, the applicable L/C Issuer's, authentication procedures with results satisfactory to such Persons. Each such request shall be in form and substance reasonably satisfactory to the Administrative Agent and the applicable L/C Issuer and (i) shall specify (A) the amount of such Letter of Credit, (B) the date of issuance, amendment, renewal, or extension of such Letter of Credit, (C) the proposed expiration date of such Letter of Credit, (D) the name and address of the beneficiary of the Letter of Credit, and (E) such other information (including, the conditions to drawing, and, in the case of an amendment, renewal, or extension, identification of the Letter of Credit to be so amended, renewed, or extended) as shall be necessary to prepare, amend, renew, or extend such Letter of Credit, and (ii) shall be accompanied by such Issuer Documents as the Administrative Agent or such L/C Issuer may request or require, to the extent that such requests or requirements are consistent with the Issuer Documents that such

L/C Issuer generally requests for Letters of Credit in similar circumstances. The Administrative Agent's records of the content of any such request will be conclusive.

(b) The Administrative Agent shall have no obligation to cause the issuance, amendment, renewal or extension of a Letter of Credit if any of the following would result after giving effect to the requested issuance, amendment, renewal or extension:

(i) the Outstanding Amount of L/C Obligations would exceed the Letter of Credit Sublimit;

(ii) the Total Revolving Credit Exposure would exceed the lesser of (i) the Borrowing Base and (ii) the Aggregate Commitments;

(iii) the Outstanding Amount of L/C Obligations would exceed the result of (x) the Borrowing Base at such time less (y) the outstanding principal balance of the Committed Loans (inclusive of Swing Line Loans) at such time; or

(iv) the Letter of Credit would expire after the Letter of Credit Expiration Date.

(c) [Reserved].

(d) Each Letter of Credit shall be in form and substance reasonably acceptable to the applicable L/C Issuer and the Administrative Agent, including the requirement that the amounts payable thereunder must be payable in Dollars. If an L/C Issuer or the Administrative Agent makes a payment under, or pursuant to, a Letter of Credit, the Borrower shall pay to the Administrative Agent an amount equal to the applicable Letter of Credit Disbursement on the Business Day such Letter of Credit Disbursement is made. In the absence of such payment, the amount of the Letter of Credit Disbursement immediately and automatically shall be deemed to be a Committed Loan hereunder (notwithstanding any failure to satisfy any condition precedent set forth in Section 4.02) and, initially, shall bear interest at the rate then applicable to Base Rate Loans. If a Letter of Credit Disbursement is deemed to be a Committed Loan hereunder, the Borrower's obligation to pay the amount of such Letter of Credit Disbursement to the applicable L/C Issuer shall be automatically converted into an obligation to pay the resulting Committed Loan. Promptly following receipt by the Administrative Agent of any payment from the Borrower pursuant to this Section 2.03(d) the Administrative Agent shall distribute such payment to such L/C Issuer or, to the extent that Lenders have made payments pursuant to Section 2.03(e) to reimburse such L/C Issuer, then to such Lenders and such L/C Issuer as their interests may appear.

(e) Promptly following receipt of a notice of a Letter of Credit Disbursement in respect of a Letter of Credit pursuant to Section 2.03(d), each Lender agrees to fund its Applicable Percentage of any Committed Loan deemed made pursuant to Section 2.03(d) on the same terms and conditions as if the Borrower had requested the amount thereof as a Committed Loan and the Administrative Agent shall promptly pay to the Administrative Agent the amounts so received by it from the Lenders. By the issuance of a Letter of Credit (or an amendment, renewal, or extension of any such Letter of Credit) and without any further action on the part of the Administrative Agent or the Lenders, the Administrative Agent shall be deemed to have granted to each Lender, and each Lender shall be deemed to have purchased, a participation in each such Letter of Credit caused by the Administrative Agent to be issued, in an amount equal to its Applicable Percentage of such Letter of Credit, and each such Lender agrees to pay to the Administrative Agent such Lender's Applicable Percentage of any Letter of Credit Disbursement made by an L/C Issuer under the applicable Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent such Lender's Applicable

Percentage of each Letter of Credit Disbursement in respect of a Letter of Credit made by an L/C Issuer and not reimbursed by the Borrower on the date due as provided in Section 2.03(d), or of any reimbursement payment that is required to be refunded (or that the Administrative Agent elects, based upon the advice of counsel, to refund) to the Borrower for any reason. Each Lender acknowledges and agrees that its obligation to deliver to the Administrative Agent an amount equal to its respective Applicable Percentage of each Letter of Credit Disbursement in respect of a Letter of Credit pursuant to this Section 2.03(e) shall be absolute and unconditional and such remittance shall be made notwithstanding the occurrence or continuation of an Event of Default or Default or the failure to satisfy any condition set forth in Section 4.02. If any such Lender fails to make available to the Administrative Agent the amount of such Lender's Applicable Percentage of a Letter of Credit Disbursement in respect of a Letter of Credit as provided in this Section 2.03 (an "Unreimbursed Amount"), such Lender shall be deemed to be a Defaulting Lender and the Administrative Agent (for the account of the L/C Issuers) shall be entitled to recover such amount on demand from such Lender together with interest thereon at the Defaulting Lender Rate until paid in full.

(f) [Reserved].

(g) The liability of the Administrative Agent under, in connection with or arising out of any Letter of Credit (or pre-advice), regardless of the form or legal grounds of the action or proceeding, shall be limited to direct damages suffered by the Borrower or other applicable Loan Party that are caused directly by such Person's bad faith, gross negligence or willful misconduct in (i) honoring a presentation under a Letter of Credit that on its face does not at least substantially comply with the terms and conditions of such Letter of Credit, (ii) failing to honor a presentation under a Letter of Credit that strictly complies with the terms and conditions of such Letter of Credit, or (iii) retaining Drawing Documents presented under a Letter of Credit. The Borrower's or other applicable Loan Party's aggregate remedies against the Administrative Agent for wrongfully honoring a presentation under any Letter of Credit or wrongfully retaining honored Drawing Documents shall in no event exceed the aggregate amount paid by the Borrower to the Administrative Agent in respect of the honored presentation in connection with such Letter of Credit under Section 2.03(d), plus interest at the rate then applicable to Base Rate Loans hereunder. The Borrower or other applicable Loan Party shall use commercially reasonable efforts to avoid and mitigate the amount of any damages claimed against the Administrative Agent, including by enforcing its rights against the beneficiaries of the Letters of Credit. Any claim by the Borrower or other applicable Loan Party under or in connection with any Letter of Credit shall be reduced by an amount equal to the sum of (x) the amount (if any) saved by the Borrower or other applicable Loan Party as a result of the breach or alleged wrongful conduct complained of, and (y) the amount (if any) of the loss that would have been avoided had the Borrower or other applicable Loan Party used commercially reasonable efforts to mitigate any loss, and in case of a claim of wrongful dishonor, by specifically and timely authorizing the Administrative Agent and the applicable L/C Issuer to effect a cure.

(h) The Borrower is responsible for the final text of the Letter of Credit as issued by any L/C Issuer, irrespective of any assistance the Administrative Agent or such L/C Issuer may provide such as drafting or recommending text or by such L/C Issuer's use or refusal to use text submitted by the Borrower. The Borrower understands that the final form of any Letter of Credit may be subject to such revisions and changes as are deemed necessary or appropriate by the applicable L/C Issuer, and the Borrower hereby consents to such revisions and changes not materially different from the application executed in connection therewith. The Borrower is solely responsible for the suitability of the Letter of Credit for the Borrower's or other applicable Loan Party's purposes. If the Borrower requests the Administrative Agent to cause the issuance of a Letter of Credit for an affiliated or unaffiliated third party (an "Account Party"), (i) such Account Party shall have no rights against the Administrative Agent; (ii) the Borrower shall be responsible for the application and obligations under this Agreement; and (iii) communications (including notices) related to the respective Letter of Credit shall be among the

Administrative Agent and/or the applicable L/C Issuer and the Borrower. The Borrower will examine the copy of the Letter of Credit and any other documents sent by the Administrative Agent on behalf of the applicable L/C Issuer in connection therewith and shall promptly notify the Administrative Agent (not later than three (3) Business Days following the Borrower's receipt of documents from the Administrative Agent) of any non-compliance with the Borrower's instructions and of any discrepancy in any document under any presentment or other irregularity. The Borrower understands and agrees that neither the Administrative Agent nor any L/C Issuer is required to extend the expiration date of any Letter of Credit for any reason. With respect to any Letter of Credit containing an "automatic amendment" to extend the expiration date of such Letter of Credit, the applicable L/C Issuer, in its sole and absolute discretion, may give notice of nonrenewal of such Letter of Credit and, if the Borrower does not at any time want the then current expiration date of such Letter of Credit to be extended, the Borrower will so notify such L/C Issuer (with a copy to the Administrative Agent) at least thirty (30) calendar days before such L/C Issuer is required to notify the beneficiary of such Letter of Credit or any advising bank of such non-extension pursuant to the terms of such Letter of Credit.

(i) The Borrower's reimbursement and payment obligations under this Section 2.03 are absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever, including:

(i) any lack of validity, enforceability or legal effect of any Letter of Credit, any Issuer Document, this Agreement, or any Loan Document, or any term or provision therein or herein;

(ii) payment against presentation of any draft, demand or claim for payment under any Drawing Document that does not comply in whole or in part with the terms of the applicable Letter of Credit or which proves to be fraudulent, forged or invalid in any respect or any statement therein being untrue or inaccurate in any respect, or which is signed, issued or presented by a Person or a transferee of such Person purporting to be a successor or transferee of the beneficiary of such Letter of Credit;

(iii) the Administrative Agent, any L/C Issuer or any of its respective branches or Affiliates being the beneficiary of any Letter of Credit;

(iv) any L/C Issuer or any correspondent honoring a drawing against a Drawing Document up to the amount available under any Letter of Credit even if such Drawing Document claims an amount in excess of the amount available under the Letter of Credit;

(v) the existence of any claim, set-off, defense or other right that any Loan Party or its Subsidiaries may have at any time against any beneficiary or transferee beneficiary, any assignee of proceeds, the Administrative Agent, any L/C Issuer or any other Person;

(vi) any L/C Issuer or any correspondent honoring a drawing upon receipt of an electronic presentation under a Letter of Credit requiring the same, regardless of whether the original Drawing Documents arrive at such L/C Issuer's counters or are different from the electronic presentation;

(vii) any other event, circumstance or conduct whatsoever, whether or not similar to any of the foregoing that might, but for this Section 2.03(i), constitute a legal or

equitable defense to or discharge of, or provide a right of set-off against, any Loan Party or any of its Subsidiaries' reimbursement and other payment obligations and liabilities, arising under, or in connection with, any Letter of Credit, whether against any L/C Issuer, the Administrative Agent, the beneficiary or any other Person; or

(viii) the fact that any Default or Event of Default shall have occurred and be continuing;

provided, that subject to Section 2.03(i)(vii), the foregoing shall not release the Administrative Agent or any L/C Issuer from such liability to the Borrower as may be finally determined in a final, non-appealable judgment of a court of competent jurisdiction against the Administrative Agent or such L/C Issuer, as applicable, following reimbursement or payment of the obligations and liabilities, including reimbursement and other payment obligations, of the Borrower to the Administrative Agent and such L/C Issuer arising under, or in connection with, this Section 2.05 or any Letter of Credit.

(j) Without limiting any other provision of this Agreement, the Administrative Agent shall not be responsible to the Borrower for, and the Administrative Agent's rights and remedies against the Borrower and the obligation of the Borrower to reimburse the Administrative Agent for each drawing under each Letter of Credit shall not be impaired by:

(i) honor of a presentation under any Letter of Credit that on its face substantially complies with the terms and conditions of such Letter of Credit, even if the Letter of Credit requires strict compliance by the beneficiary;

(ii) honor of a presentation of any Drawing Document that appears on its face to have been signed, presented or issued (A) by any purported successor or transferee of any beneficiary or other Person required to sign, present or issue such Drawing Document or (B) under a new name of the beneficiary;

(iii) acceptance as a draft of any written or electronic demand or request for payment under a Letter of Credit, even if nonnegotiable or not in the form of a draft or notwithstanding any requirement that such draft, demand or request bear any or adequate reference to the Letter of Credit;

(iv) the identity or authority of any presenter or signer of any Drawing Document or the form, accuracy, genuineness or legal effect of any Drawing Document (other than an L/C Issuer's determination that such Drawing Document appears on its face substantially to comply with the terms and conditions of the Letter of Credit);

(v) acting upon any instruction or request relative to a Letter of Credit or requested Letter of Credit that an L/C Issuer in good faith believes to have been given by a Person authorized to give such instruction or request;

(vi) any errors, omissions, interruptions or delays in transmission or delivery of any message, advice or document (regardless of how sent or transmitted) or for errors in interpretation of technical terms or in translation or any delay in giving or failing to give notice to the Borrower;

(vii) any acts, omissions or fraud by, or the insolvency of, any beneficiary, any nominated person or entity or any other Person or any breach of contract between any

beneficiary and the Borrower or any of the parties to the underlying transaction to which the Letter of Credit relates;

(viii) assertion or waiver of any provision of the ISP or UCP that primarily benefits an issuer of a letter of credit, including any requirement that any Drawing Document be presented to it at a particular hour or place;

(ix) payment to any presenting bank (designated or permitted by the terms of the applicable Letter of Credit) claiming that it rightfully honored or is entitled to reimbursement or indemnity under Standard Letter of Credit Practice applicable to it;

(x) acting or failing to act as required or permitted under Standard Letter of Credit Practice applicable to where the applicable L/C Issuer has issued, confirmed, advised or negotiated such Letter of Credit, as the case may be;

(xi) honor of a presentation after the expiration date of any Letter of Credit notwithstanding that a presentation was made prior to such expiration date and dishonored by an L/C Issuer if subsequently such L/C Issuer or any court or other finder of fact determines such presentation should have been honored;

(xii) dishonor of any presentation that does not strictly comply or that is fraudulent, forged or otherwise not entitled to honor; or

(xiii) honor of a presentation that is subsequently determined by an L/C Issuer to have been made in violation of international, federal, state or local restrictions on the transaction of business with certain prohibited Persons.

(k) The Borrower shall pay immediately upon demand to the Administrative Agent for the account of the applicable L/C Issuer as non-refundable fees, commissions, and charges (it being acknowledged and agreed that any charging of such fees, commissions, and charges to the Register pursuant to the terms of this Agreement shall be deemed to constitute a demand for payment thereof for the purposes of this Section 2.03(k)) any and all customary commissions, fees and charges then in effect imposed by, and any and all documented expenses incurred by the Administrative Agent relating to Letters of Credit, at the time of issuance of any Letter of Credit and upon the occurrence of any other activity with respect to any Letter of Credit (including transfers, assignments of proceeds, amendments, drawings, renewals or cancellations).

(l) [Reserved].

(m) Each Letter of Credit shall expire not later than the date that is 12 months after the date of the issuance of such Letter of Credit; provided that any Letter of Credit may provide for the automatic extension thereof for any number of additional periods each of up to one year in duration; provided, further, that with respect to any Letter of Credit which extends beyond the Scheduled Maturity Date, Cash Collateralization shall be provided therefor on or before the Letter of Credit Expiration Date.

(n) If (i) any Event of Default occurs and is continuing or (ii) Excess Availability is less than zero, then on the Business Day following the date on which the Borrower receives notice from the Administrative Agent or the Required Lenders (or, if the maturity of the Obligations has been accelerated, Lenders with Letter of Credit Exposure representing greater than 50% of the total Letter of Credit Exposure) demanding Cash Collateralization pursuant to this Section 2.03(n), the Borrower shall provide Cash

Collateralization with respect to the then existing L/C Obligations; provided that, in each case, upon the occurrence of any Event of Default described in Section 8.01(g) or 8.01(h), the obligation to provide Cash Collateralization will become effective immediately, and any deposit of cash collateral required pursuant to the terms set forth in the Cash Collateralization definition will become immediately due and payable, without demand or other notice of any kind. If the Borrower fail to provide Cash Collateralization as required by this Section 2.05(n), the Lenders may (and, upon direction of the Administrative Agent, shall) advance, as Committed Loans the amount of the cash collateral required pursuant to the terms of the Cash Collateralization definition so that the then existing L/C Obligations is cash collateralized in accordance with the terms of the Cash Collateralization definition (whether or not the Revolving Commitments have terminated, an Overadvance exists or the conditions in Section 4.02 are satisfied).

(o) Unless otherwise expressly agreed by the Administrative Agent, the applicable L/C Issuer and the Borrower, when a Letter of Credit is issued, (i) the rules of the ISP shall apply to each standby Letter of Credit, and (ii) the rules of the UCP shall apply to any commercial Letter of Credit (if applicable).

(p) The Administrative Agent and the L/C Issuers shall each be deemed to have acted with due diligence and reasonable care if such Person's conduct is in accordance with Standard Letter of Credit Practice or in accordance with this Agreement.

(q) In the event of a direct conflict between the provisions of this Section 2.03 and any provision contained in any Issuer Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 2.03 shall control and govern.

(r) The provisions of this Section 2.03 shall survive the termination of this Agreement and the repayment in full of the Obligations with respect to any Letters of Credit that remain outstanding.

(s) For avoidance of doubt, the Borrower hereby acknowledges and agrees that none of the Existing Letters of Credit shall constitute Letters of Credit under this Agreement, nor constitute a part of the Obligations.

2.04 Swing Line Loans.

(a) The Swing Line. Subject to the terms and conditions set forth herein, in reliance upon the agreements of the other Lenders set forth in this Section 2.04, the Swing Line Lender (I) to the extent the Outstanding Amount of the Swing Line Loans shall not exceed \$10,000,000, agrees to and (II) to the extent the Outstanding Amount of the Swing Line Loans shall exceed \$10,000,000, may elect, but shall have no obligation, to make loans (each such loan, a "Swing Line Loan") to the Borrower from time to time on any Business Day during the Availability Period in an aggregate amount not to exceed at any time outstanding the amount of the Swing Line Sublimit, notwithstanding the fact that such Swing Line Loans, when aggregated with the Applicable Percentage of the Outstanding Amount of Committed Loans and L/C Obligations of the Lender acting as Swing Line Lender, may exceed the amount of such Lender's Commitment; provided, however, that after giving effect to any Swing Line Loan, (i) the Total Outstandings shall not exceed the lesser of (A) the Aggregate Commitments, or (B) the Borrowing Base, and (ii) the aggregate Outstanding Amount of the Committed Loans of any Lender at such time, plus such Lender's Applicable Percentage of the Outstanding Amount of all L/C Obligations at such time, plus such Lender's Applicable Percentage of the Outstanding Amount of all Swing Line Loans at such time shall not exceed such Lender's Commitment, and provided, further, that the Borrower shall not use the proceeds of any Swing Line Loan to refinance any outstanding Swing Line Loan. Within the foregoing limits, and subject

to the other terms and conditions hereof, the Borrower may borrow under this Section 2.04, prepay under Section 2.05, and reborrow under this Section 2.04. Immediately upon the making of a Swing Line Loan, each Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swing Line Lender a risk participation in such Swing Line Loan in an amount equal to the product of such Lender's Applicable Percentage times the amount of such Swing Line Loan.

(b) Borrowing Procedures. Each Borrowing of Swing Line Loans shall be made upon the Borrower's irrevocable notice to the Swing Line Lender and the Administrative Agent, which may be given by telephone. Each such notice must be received by the Swing Line Lender and the Administrative Agent not later than 10:00 a.m. on the requested borrowing date, and shall specify (i) the amount to be borrowed, and (ii) the requested borrowing date, which shall be a Business Day. Each such telephonic notice must be confirmed promptly by delivery to the Swing Line Lender and the Administrative Agent of a written Notice of Borrowing, appropriately completed and signed by a Responsible Officer of the Borrower. Promptly after receipt by the Swing Line Lender of any telephonic Notice of Borrowing, the Swing Line Lender will confirm with the Administrative Agent (by telephone, in writing or by Approved Electronic Communication) that the Administrative Agent has also received such Swing Line Loan Notice and, if not, the Swing Line Lender will notify the Administrative Agent (by telephone, in writing or by Approved Electronic Communication) of the contents thereof. Unless the Swing Line Lender has received notice (by telephone, in writing or by Approved Electronic Communication) from the Administrative Agent at the request of the Required Lenders prior to 11:00 a.m. on the date of the proposed Borrowing of Swing Line Loans (A) directing the Swing Line Lender not to make such Swing Line Loan as a result of the limitations set forth in the proviso to the first sentence of Section 2.04(a), or (B) that one or more of the applicable conditions specified in Article IV is not then satisfied, then, subject to the terms and conditions hereof, the Swing Line Lender will, not later than 3:00 p.m. on the borrowing date specified in such Notice of Borrowing, make the amount of its Swing Line Loan available to the Borrower at its office by crediting the account of the Borrower on the books of the Swing Line Lender in immediately available funds.

(c) Refinancing of Swing Line Loans.

(i) The Swing Line Lender at any time in its sole and absolute discretion may request (but, in any event shall weekly, as provided in Section 2.14(a)), on behalf of the Borrower (which hereby irrevocably authorizes the Swing Line Lender to so request on its behalf), that each Lender make a Base Rate Committed Loan in an amount equal to such Lender's Applicable Percentage for the amount of Swing Line Loans then outstanding. Such request shall be made in writing (which written request shall be deemed to be a Notice of Borrowing for purposes hereof) and in accordance with the requirements of Section 2.02, without regard to the minimum and multiples specified therein for the principal amount of Base Rate Loans, but subject to the unutilized portion of the Aggregate Commitments and the conditions set forth in Section 4.02. The Swing Line Lender shall furnish the Borrower with a copy of the applicable Notice of Borrowing promptly after delivering such notice to the Administrative Agent. Each Lender shall make an amount equal to its Applicable Percentage of the amount specified in such Notice of Borrowing available to the Administrative Agent in immediately available funds for the account of the Swing Line Lender at the Administrative Agent's Office not later than 1:00 p.m. on the day specified in such Notice of Borrowing, whereupon, subject to Section 2.04(c)(ii), each Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received to the Swing Line Lender.

(ii) If for any reason any Swing Line Loan cannot be refinanced by such a Borrowing in accordance with Section 2.04(c)(i), the request for Base Rate Committed Loans submitted by the Swing Line Lender as set forth herein shall be deemed to be a request by the

Swing Line Lender that each of the Lenders fund its risk participation in the relevant Swing Line Loan and each Lender's payment to the Administrative Agent for the account of the Swing Line Lender pursuant to Section 2.04(c)(i) shall be deemed payment in respect of such participation.

(iii) If any Lender fails to make available to the Administrative Agent for the account of the Swing Line Lender any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.04(c) by the time specified in Section 2.04(c)(i), the Swing Line Lender shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Swing Line Lender at a rate per annum equal to the greater of the Federal Funds Effective Rate and a rate determined by the Swing Line Lender in accordance with banking industry rules on interbank compensation plus any administrative, processing or similar fees customarily charged by the Swing Line Lender in connection with the foregoing. If such Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Lender's Committed Loan included in the relevant Borrowing or funded participation in the relevant Swing Line Loan, as the case may be. A certificate of the Swing Line Lender submitted to any Lender (through the Administrative Agent) with respect to any amounts owing under this clause (iii) shall be conclusive absent manifest error.

(iv) Each Lender's obligation to make Committed Loans or to purchase and fund risk participations in Swing Line Loans pursuant to this Section 2.04(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the Swing Line Lender, the Borrower or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Lender's obligation to make Committed Loans pursuant to this Section 2.04(c) is subject to the conditions set forth in Section 4.02. No such funding of risk participations shall relieve or otherwise impair the obligation of the Borrower to repay Swing Line Loans, together with interest as provided herein.

(d) Repayment of Participations.

(i) At any time after any Lender has purchased and funded a risk participation in a Swing Line Loan, if the Swing Line Lender receives any payment on account of such Swing Line Loan, the Swing Line Lender will distribute to such Lender its Applicable Percentage of such payment (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's risk participation was funded) in the same funds as those received by the Swing Line Lender.

(ii) If any payment received by the Swing Line Lender in respect of principal or interest on any Swing Line Loan is required to be returned by the Swing Line Lender under any of the circumstances described in Section 11.05 (including pursuant to any settlement entered into by the Swing Line Lender in its discretion), each Lender shall pay to the Swing Line Lender its Applicable Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned, at a rate per annum equal to the Federal Funds Effective Rate. The Administrative Agent will make such demand upon the request of the Swing Line Lender. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) Interest for Account of Swing Line Lender. The Swing Line Lender shall be responsible for invoicing the Borrower for interest on the Swing Line Loans. Until each Lender funds its Base Rate Loan or risk participation pursuant to this Section 2.04 to refinance such Lender's Applicable Percentage of any Swing Line Loan, interest in respect of such Applicable Percentage shall be solely for the account of the Swing Line Lender.

(f) Payments Directly to Swing Line Lender. The Borrower shall make all payments of principal and interest in respect of the Swing Line Loans directly to the Swing Line Lender.

2.05 Prepayments.

(a) The Borrower may, upon notice to the Administrative Agent (which notice, if furnished in connection with a refinancing of the Obligations, may be conditional upon the consummation of such refinancing), at any time or from time to time voluntarily prepay Committed Loans in whole or in part without premium or penalty; provided that (i) such notice must be received by the Administrative Agent not later than 2:00 p.m. (A) three Business Days prior to any date of prepayment of Term Benchmark Loans, (B) on the date of prepayment of Base Rate Loans and (C) [reserved]; (ii) any prepayment of Term Benchmark Loans shall be in a principal amount of \$2.0 million or a whole multiple of \$1.0 million in excess thereof, in each case, if less, the entire principal amount thereof then outstanding and (iii) any prepayment of Base Rate Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment, and the Type(s) of Loans to be prepaid. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's Applicable Percentage of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a Term Benchmark Loan shall be accompanied by all accrued interest on the amount prepaid. Each such prepayment shall be applied to the Committed Loans of the Lenders in accordance with their respective Applicable Percentages.

(b) The Borrower may, upon irrevocable notice to the Swing Line Lender (with a copy to the Administrative Agent), at any time or from time to time, voluntarily prepay Swing Line Loans in whole or in part without premium or penalty; provided that (i) such notice must be received by the Swing Line Lender and the Administrative Agent not later than 1:00 p.m. on the date of the prepayment, and (ii) any such prepayment shall be in a minimum principal amount of \$100,000. Each such notice shall specify the date and amount of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein.

(c) If for any reason the Total Outstandings at any time exceed the lesser of the Aggregate Commitments or the Borrowing Base, each as then in effect, the Borrower shall immediately prepay Loans, Swing Line Loans and Letter of Credit Disbursements and/or Cash Collateralize the L/C Obligations (other than Letter of Credit Disbursements) in an aggregate amount equal to such excess; provided, however, that the Borrower shall not be required to Cash Collateralize the L/C Obligations pursuant to this Section 2.05(c) unless after the prepayment in full of the Loans the Total Outstandings exceed the lesser of the Aggregate Commitments or the Borrowing Base, each as then in effect.

(d) Any Net Cash Proceeds from any Disposition by the Borrower or any of its Subsidiaries (other than, (i) with respect only to the Term Priority Collateral, such portion of the Net Cash Proceeds that are then required to be paid to the lenders under the Term Facility and (ii) any Disposition of any property permitted by Section 7.05(a), (b), (c), (d), (e), (g), (i) or [(i)]), whether or not a Cash Dominion

Trigger Event then exists, shall be paid over to the Administrative Agent on receipt by the Loan Parties and shall be utilized to prepay the Loans in the order of priority set forth in Section 2.05(e). The application of such Net Cash Proceeds to the Loans shall not reduce the Commitments. If all Obligations then due are paid, any excess Net Cash Proceeds shall be remitted to the operating account of the Borrower.

(e) Prepayments made pursuant to Section 2.05, first, shall be applied ratably to the Letter of Credit Disbursements and the Swing Line Loans, second, shall be applied ratably to the outstanding Loans, and third, shall be used to Cash Collateralize the remaining L/C Obligations; and the amount remaining, if any, after the repayment in full of all Letter of Credit Disbursements, Swing Line Loans and Committed Loans outstanding at such time and the Cash Collateralization of the remaining L/C Obligations in full may be retained by the Borrower for use in the ordinary course of its business. Upon the drawing of any Letter of Credit that has been Cash Collateralized, the funds held as Cash Collateral shall be applied (without any further action by or notice to or from the Borrower or any other Loan Party) to reimburse the L/C Issuers or the Lenders, as applicable.

2.06 Termination of Commitments.

(a) The Borrower may terminate the Aggregate Commitments in whole (but not in part); provided that (i) any such notice shall be received by the Administrative Agent not later than 2:00 p.m. three (3) Business Days prior to the date of termination, (ii) any such notice shall be irrevocable (except if such termination notice is being furnished in connection with a refinancing of the Obligations, such notice may be conditional upon the consummation of such refinancing, and (iii) the Borrower shall not terminate the Aggregate Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the Total Outstandings would exceed the Aggregate Commitments.

(b) [Reserved].

(c) The Administrative Agent will promptly notify the Lenders of any termination of the Aggregate Commitments under this Section 2.06. All fees accrued until the effective date of any such termination shall be paid on the effective date of such termination.

2.07 Term of Agreement; Repayment of Loans.

(a) This Agreement and the other Loan Documents shall become effective as of the Closing Date and shall continue in full force and effect for a term ending on the date that is thirty-six (36) months from the Closing Date (the "Scheduled Maturity Date"). In addition, the Borrower may terminate this Agreement in accordance with Section 2.06 above. Upon the Scheduled Maturity Date or any other effective date of termination of the Loan Documents, the Borrower shall pay to the Administrative Agent all outstanding and unpaid Obligations (except for contingent indemnification obligations for which no claim has been asserted), and shall Cash Collateralize outstanding L/C Obligations (other than Letter of Credit Disbursements).

(b) The Borrower shall repay each Swing Line Loan on the Scheduled Maturity Date and in accordance with Section 2.04(c).

2.08 Interest.

(a) Subject to the provisions of Section 2.08(b) below, (i) each Loan which is a Term Benchmark Loan shall bear interest on the outstanding principal amount thereof at a rate per annum equal to the Term SOFR Rate plus the Applicable Margin; (ii) each Loan which is a Base Rate Loan shall bear

interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Margin; and (iii) each Swing Line Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Margin; and (iv) [reserved].

(b) After the occurrence and during the continuance of an Event of Default, all Loans and other monetary Obligations may, at the option of the Administrative Agent or the discretion of the Required Lenders, bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

2.09 Fees. In addition to certain fees described in Section 2.03:

(a) Commitment Fee. The Borrower shall pay to the Administrative Agent, for the account of each Lender in accordance with its Applicable Percentage, a commitment fee (the "Commitment Fee") equal to a 0.50% per annum (the "Commitment Fee Rate"), times the actual daily amount by which the then Aggregate Commitments exceed the sum of (i) the principal amount of Loans (including Swing Line Loans), then outstanding, and (ii) the then L/C Credit Extensions. The Commitment Fee shall accrue at all times during the Availability Period, including at any time during which one or more of the conditions in Article IV is not met, and shall be due and payable monthly in arrears on the first Business Day after the end of each calendar month, commencing with the first such date to occur after the Closing Date, and on the last day of the Availability Period.

(b) Letter of Credit Fee. The Borrower agrees to pay Agent, for the ratable benefit of the Lenders, a Letter of Credit fee (the "Letter of Credit Fee") (which fee shall be in addition to the fronting fees and commissions, other fees, charges and expenses set forth in Section 2.03) that shall accrue at a per annum rate equal to 4.25%, times the average amount of the Letter of Credit Usage during the immediately preceding calendar month (or portion thereof).

(c) Other Fees. The Borrower shall pay to the Arranger and the Administrative Agent for their own respective accounts fees in the amounts and at the times specified in any Fee Letter. Such fees shall be payable in Dollars, fully earned when paid and shall not be refundable for any reason whatsoever.

(d) Defaulting Lender Fees. Subject to Section 2.03, the Borrower shall not be obligated to pay the Administrative Agent any Defaulting Lender's ratable share of the fees described in Section 2.03 and Section 2.09(a) for the period commencing on the day such Defaulting Lender becomes a Defaulting Lender and continuing for so long as such Lender continues to be a Defaulting Lender.

2.10 Computation of Interest and Fees. All computations of interest for Base Rate Loans when the Base Rate is determined by the Prime Rate shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest hereunder shall be made on the basis of a 360-day year and actual days elapsed. Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made

shall, subject to Section 2.12(a), bear interest for one day. All interest hereunder on any Loan shall be computed on a daily basis based upon the outstanding principal amount of such Loan as of the applicable date of determination. Each determination by the Administrative Agent of the applicable Base Rate or the Term SOFR Rate shall be conclusive and binding for all purposes, absent manifest error.

2.11 Evidence of Debt.

(a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by the Administrative Agent (the “**Loan Account**”) in the ordinary course of business. In addition, each Lender may record in such Lender’s internal records, an appropriate notation evidencing the date and amount of each Loan from such Lender, each payment and prepayment of principal of any such Loan, and each payment of interest, fees and other amounts due in connection with the Obligations due to such Lender. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive, absent manifest error, of the amount of the Credit Extensions made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender’s Loans (in addition to such Lender’s accounts or records). Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto. Upon receipt of an affidavit of a Lender as to the loss, theft, destruction or mutilation of such Lender’s Note and upon cancellation of such Note, the Borrower will issue, in lieu thereof, a replacement Note in favor of such Lender, in the same principal amount thereof and otherwise of like tenor.

(b) In addition to the accounts and records referred to in Section 2.11(a), each Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Lender of participations in Letters of Credit and Swing Line Loans. In the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Lender in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

2.12 Payments Generally; Administrative Agent’s Clawback.

(a) General. All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent’s Office in Dollars and in immediately available funds not later than 2:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender’s Lending Office. All payments received by the Administrative Agent after 2:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of Term Benchmark Loans (or in the case of any Borrowing of Base Rate Loans, prior to 12:00 noon on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or in the case of a Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation plus any administrative processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Loans. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Committed Loan included in such Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the time at which any payment is due to the Administrative Agent for the account of the Lenders or the L/C Issuers hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the applicable L/C Issuer, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or the L/C Issuers, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or the applicable L/C Issuer, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the NYFRB Rate.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Committed Loans, to fund participations in Letters of Credit and Swing Line Loans and to make payments pursuant to Section 11.04(c) are several and not joint. The failure of any Lender to make any Committed

Loan, to fund any such participation or to make any payment under Section 11.04(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Committed Loan, to purchase its participation or to make its payment under Section 11.04(c).

(e) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

2.13 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of the Committed Loans made by it, or the participations in L/C Obligations or in Swing Line Loans held by it resulting in such Lender's receiving payment of a proportion of the aggregate amount of such Committed Loans or participations and accrued interest thereon greater than its pro rata share thereof as provided herein, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Committed Loans and subparticipations in L/C Obligations and Swing Line Loans of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Committed Loans and other amounts owing them, provided that:

(i) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this Section shall not be construed to apply to (x) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Committed Loans or subparticipations in L/C Obligations or Swing Line Loans to any assignee or participant, other than to the Borrower or any Subsidiary thereof (as to which the provisions of this Section shall apply).

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation.

2.14 Settlement Amongst Lenders.

(a) The amount of each Lender's Applicable Percentage of outstanding Loans (including outstanding Swing Line Loans, except that settlements of Swing Line Loans during the months of November and December of each year shall be required to be made by the Swing Line Lender only with respect to those Swing Line Loans in excess of \$2.0 million in the aggregate only (the "**Excess Swing Line Loans**")) shall be computed weekly (or more frequently in the Administrative Agent's discretion) and shall be adjusted upward or downward based on all Loans (including Swing Line Loans other than Excess Swing Line Loans) and repayments of Loans (including Swing Line Loans other than Excess Swing Line Loans) received by the Administrative Agent as of 3:00 p.m. on the first Business Day (such date, the "**Settlement Date**") following the end of the period specified by the Administrative Agent.

(b) The Administrative Agent shall deliver to each of the Lenders promptly after a Settlement Date a summary statement of the amount of outstanding Committed Loans for the period and the amount of repayments fees received for the period. As reflected on the summary statement, (i) the Administrative Agent shall transfer to each Lender its Applicable Percentage of repayments, and (ii) each Lender shall transfer to the Administrative Agent (as provided below) or the Administrative Agent shall transfer to each Lender, such amounts as are necessary to insure that, after giving effect to all such transfers, the amount of Committed Loans made by each Lender with respect to Committed Loans to the Borrower shall be equal to such Lender's Applicable Percentage of Committed Loans outstanding as of such Settlement Date. If the summary statement requires transfers to be made to the Administrative Agent by the Lenders and is received prior to 12:00 Noon on a Business Day, such transfers shall be made in immediately available funds no later than 3:00 p.m. that day; and, if received after 12:00 Noon, then no later than 3:00 p.m. on the next Business Day. The obligation of each Lender to transfer such funds is irrevocable, unconditional and without recourse to or warranty by the Administrative Agent. If and to the extent any Lender shall not have so made its transfer to the Administrative Agent, such Lender agrees to pay to the Administrative Agent, forthwith on demand such amount, together with interest thereon, for each day from such date until the date such amount is paid to the Administrative Agent, equal to the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation plus any administrative, processing, or similar fees customarily charged by the Administrative Agent in connection with the foregoing.

(c) The Administrative Agent shall deliver to the applicable Lenders promptly after the Administrative Agent's receipt thereof, all payments of interest, fees and Credit Party Expenses to which each such Lender is entitled.

(d) If any Lender shall fail to make any payment required to be made by it hereunder, then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations hereunder until all such unsatisfied obligations are fully paid. If at any time prior to the acceleration or maturity of the Loans, the Administrative Agent shall receive any payment in respect of principal of a Loan or a reimbursement of a L/C Extension while one or more Defaulting Lenders shall be party to this Agreement, the Administrative Agent shall apply such payment first to the Borrowing(s) for which such Defaulting Lender(s) shall have failed to fund its pro rata share until such time as such Borrowing(s) are paid in full or each Lender (including each Defaulting Lender) is owed its Applicable Percentage of all Loans then outstanding. After acceleration or maturity of the Loans, all principal will be paid ratably as provided in Section 8.03.

2.15 [Reserved].

2.16 [Reserved].

2.17 [Reserved].

ARTICLE III TAXES, YIELD PROTECTION AND ILLEGALITY

3.01 Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without reduction or withholding for any Tax unless required by applicable Law, provided that if any Loan Party,

the Administrative Agent or any other withholding agent shall be required by applicable Law to deduct any Indemnified Taxes (including any Other Taxes) from such payments, then (i) the sum payable by the Loan Party shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 3.01) the Administrative Agent or any Lender (with the term “Lender” in this Section 3.01 being deemed to include an L/C Issuer), as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) the applicable withholding agent shall make such deductions and (iii) the applicable withholding agent shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Law. For purposes of this Section 3.01, any payments by the Administrative Agent to a Lender of any amounts received by the Administrative Agent from any Loan Party on behalf of such Lender shall be treated as a payment from the Loan Party to such Lender.

(b) Payment of Other Taxes by the Loan Parties. Without limiting the provisions of subsection (a) above, the Loan Parties shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Law.

(c) Reimbursement by the Lenders. To the extent that the Borrower for any reason fails to pay any amount required under subsection (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof), the Swing Line Lender, the L/C Issuers or any Related Party of any of the foregoing, each Lender (other than the Swing Line Lender in its capacity as such) severally agrees to pay to the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender, the L/C Issuers or such Related Party, as the case may be, such Lender’s Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender or L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or the Collateral Agent in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.12(d).

(d) Indemnification by the Loan Parties. The Loan Parties shall, jointly and severally, indemnify the Administrative Agent and each Lender, within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 3.01) paid by the Administrative Agent or such Lender, as the case may be, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the applicable Loan Party to a Governmental Authority, the applicable Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(f) Status of Fee Recipients. Each Fee Recipient hereby represents that it is a Permitted Investor and agrees to update Internal Revenue Service Form W-9 (or its successor form) or applicable Internal Revenue Service Form W-8 (or its successor form) upon any change in such Person’s

circumstances or if such form expires or becomes inaccurate or obsolete, and to promptly notify the Borrower and the Administrative Agent if such Person becomes legally ineligible to provide such form.

(g) Status of Foreign Lenders. To the extent it is legally entitled to do so, any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the applicable Loan Party is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Loan Document shall deliver to the Loan Parties (with a copy to the Administrative Agent), at the time or times prescribed by applicable Law or reasonably requested by the Loan Parties or the Administrative Agent, such properly completed and executed documentation prescribed by applicable Law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if requested by the Loan Parties or the Administrative Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Loan Parties or the Administrative Agent as will enable the Loan Parties or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in this Section 3.01(g)(iv), Section 3.01(h) and Section 3.01(i) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender. Each Lender shall, whenever a lapse in time or change in circumstances renders such documentation (including any specific documentation required below in this Section 3.01(g), Section 3.01(h) or Section 3.01(i)) obsolete, expired or inaccurate in any material respect, deliver promptly to the Borrower and the Administrative Agent updated or other appropriate documentation (including any new documentation reasonably requested by the Borrower or the Administrative Agent) or promptly notify the Borrower and the Administrative Agent that it is legally unable to do so.

Without limiting the generality of the foregoing, any Foreign Lender, to the extent it is legally entitled to do so, shall deliver to the Loan Parties and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Loan Parties or the Administrative Agent, but only if such Foreign Lender is legally entitled to do so), whichever of the following is applicable:

- (i) duly completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E (as applicable) claiming eligibility for benefits of an income tax treaty to which the United States is a party,
- (ii) duly completed copies of Internal Revenue Service Form W-8ECI,
- (iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit M-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "**U.S. Tax Compliance Certificate**") and (y) executed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E (as applicable),
- (iv) to the extent a Foreign Lender is not the beneficial owner, executed copies of Internal Revenue Service Form W-8IMY, accompanied by Internal Revenue Service Form W-8ECI, Internal Revenue Service Form W-8BEN or W-8BEN-E (as applicable), a U.S. Tax

Compliance Certificate substantially in the form of Exhibit M-3 or Exhibit M-4, Internal Revenue Service Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit M-2 on behalf of each such direct and indirect partner, or

(v) two properly completed and duly signed original copies of any other form prescribed by applicable U.S. federal income tax laws (including the Treasury Regulations) as a basis for claiming a complete exemption from, or a reduction in, U.S. federal withholding tax on any payments to such Lender under the Loan Documents.

(h) Status of Non-Foreign Lenders. Any Lender that is not a Foreign Lender shall deliver to the Loan Parties and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Loan Parties or the Administrative Agent), executed originals of Internal Revenue Service Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax.

(i) FATCA. If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Loan Parties and the Administrative Agent at the time or times prescribed by Law and at such time or times reasonably requested by the Loan Parties or the Administrative Agent such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Loan Parties or the Administrative Agent as may be necessary for the Loan Parties and the Administrative Agent to comply with their obligations under FATCA and to determine whether such Lender has complied with such Lender's obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (i), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(j) Treatment of Certain Refunds. If the Administrative Agent or any Lender determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by the applicable Loan Party or with respect to which the applicable Loan Party has paid additional amounts pursuant to this Section 3.01, it shall pay to the Loan Parties an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Loan Parties under this Section 3.01 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses (including any Taxes) of the Administrative Agent or such Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the applicable Loan Party, upon the request of the Administrative Agent or such Lender, agree to repay the amount paid over to such Loan Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender if the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (j), in no event will the Administrative Agent or any Lender be required to pay any amount to a Loan Party pursuant to this paragraph (j) the payment of which would place the Administrative Agent or the Lender in a less favorable net after-Tax position than the Administrative Agent or the Lender would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to

such Tax had never been paid. This subsection shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Loan Parties or any other Person.

3.02 Alternate Rate of Interest; Illegality.

(a) Subject to clauses (b), (c), (d), (e), and (f) of this Section 3.02, if:

(i) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) prior to the commencement of any interest period for a Term Benchmark Borrowing, that adequate and reasonable means do not exist for ascertaining the Term SOFR Rate (including because the Term SOFR Reference Rate is not available or published on a current basis), for such interest period; or

(ii) the Administrative Agent is advised by the Required Lenders that prior to the commencement of any interest Period for a Term Benchmark Borrowing, the Term SOFR Rate for such interest period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such interest period;

then the Administrative Agent or such Lenders (or Lender) shall promptly notify the Borrower (and the Administrative Agent, if applicable) thereof and, so long as such circumstances shall continue, (i) the Administrative Agent and/or such Lenders (or Lender) shall be under no obligation to make any Term Benchmark Loans, (ii) on the last day of the then-current calendar month (if such circumstances are continuing as of such date), each Term Benchmark Loan shall, unless then paid in full, automatically convert to a Base Rate Loan and (iii) when such circumstances are no longer continuing the Administrative Agent or the affected Lender (or Lenders) as applicable, shall promptly notify the Borrower (and the Administrative Agent, if applicable) thereof and on the last day of the then-current calendar month, any Loan that was converted to a Base Rate Loan pursuant to clause (ii) above shall, unless then paid in full, automatically convert to a Term Benchmark Loan.

(b) Notwithstanding anything to the contrary herein or in any other Loan Document (and any Swap Contract shall be deemed not to be a “Loan Document” for purposes of this Section 3.02), if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (a) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (b) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(c) Notwithstanding anything to the contrary herein or in any other Loan Document, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from

time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(d) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (e) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 3.02, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 3.02.

(e) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of “Interest Period” (or related concept) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” (or related concept) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) Upon the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Term Benchmark Borrowing of Term Benchmark Loans to be made during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted (1) any such request for a Term Benchmark Borrowing into a request for a Borrowing of Base Rate Loans. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate. Furthermore, if any Term Benchmark Loan is outstanding on the date of the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such Term Benchmark Loan, then until such time as a Benchmark Replacement is implemented pursuant to this Section 3.02, any Term Benchmark Loan shall on the last day of the interest period applicable to such Loan be converted by the Administrative Agent to, and shall constitute, a Base Rate Loan on such day.

3.03 Increased Costs.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;

(ii) subject any Lender to any Taxes (other than (A) Indemnified Taxes covered in Section 3.01, (B) taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) with respect to this Agreement, any Letter of Credit, any participation in a Letter of Credit or any Loan made by it, or on its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the applicable offshore interbank market any other condition, cost or expense affecting this Agreement or Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Term Benchmark Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any Lending Office of such Lender or such Lender's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, Letters of Credit issued by, or participations in Letters of Credit held by, such Lender, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company as specified in subsection (a) or (b) of this Section 3.03, in reasonable detail sufficient to allow the Borrower to verify such calculation, and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this Section 3.03 shall not constitute a waiver of such Lender's right to demand such compensation, provided that the Borrower shall not be required to compensate a Lender pursuant to the foregoing provisions of this Section 3.03 for any increased costs incurred or reductions suffered more than six months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the six-month period referred to above shall be extended to include the period of retroactive effect thereof).

3.04 [Reserved].

3.05 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.03, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then such Lender shall use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.03, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.03, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender is a Defaulting Lender, the Borrower may replace such Lender in accordance with Section 11.13.

3.06 Survival. All of the Borrower's obligations under this Article III shall survive termination of the Aggregate Commitments and repayment of all other Obligations hereunder.

**ARTICLE IV
CONDITIONS PRECEDENT TO CREDIT EXTENSIONS**

4.01 Conditions of Initial Credit Extension. The obligation of each Lender to make its initial Credit Extension hereunder on the Closing Date or for the Administrative Agent to arrange for any Letters of Credit on the Closing Date is subject to the prior or substantially concurrent satisfaction or waiver pursuant to Section 11.01 of the following conditions:

(a) The Administrative Agent's receipt of the following, each in form and substance reasonably satisfactory to the Administrative Agent:

(i) executed counterparts of this Agreement and the Perfection Certificate by each of the parties thereto;

(ii) a Note executed by the Borrower in favor of each Lender requesting a Note;

(iii) the Security Agreement, the Pledge Agreement and the Intellectual Property Security Agreement, each duly executed by each Loan Party thereto, together with:

(A) UCC financing statements in form satisfactory to the Administrative Agent for filing under the Uniform Commercial Code of all jurisdictions in which any Loan Party is organized,

(B) evidence that all other action that the Administrative Agent may deem necessary or desirable in order to perfect the Liens created under the Collateral Documents has been taken (including receipt of duly executed payoff letters, and UCC-3 termination statements); and

(C) evidence that all action required to perfect the Collateral Agent's security interest in the Intellectual Property of the Loan Parties that own Intellectual Property registered in the United States Patent & Trademark Office or the United States Copyright Office has been or will be taken;

(iv) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party;

(v) good standing or active status certificates, as applicable, of each Loan Party in its jurisdiction of organization and, to the extent reasonably requested by the Administrative Agent, bring-down good standing or active status certificates, as applicable;

(vi) an opinion of Latham & Watkins LLP, counsel to the Loan Parties, in form and substance reasonably satisfactory to the Administrative Agent;

(vii) a certificate signed by a Responsible Officer of the Borrower certifying that the conditions specified in Sections 4.02(a) and (b) have been satisfied;

(viii) a certificate signed by a Responsible Officer of the Borrower certifying that, after giving effect to the Transaction, the Loan Parties on a Consolidated basis are Solvent;

(ix) certificates of insurance naming the Collateral Agent, on behalf of the Lenders, as an additional insured or loss payee, as the case may be, under all insurance policies maintained with respect to the assets and properties of the Loan Parties that constitute Collateral as may be requested by the Administrative Agent;³

(x) any releases, terminations and such other documents as Administrative Agent may reasonably request to evidence and effectuate the termination of the DIP ABL Facility [and any existing Indebtedness or other obligations to be repaid and/or terminated on the Closing Date];

(xi) copies of documentation for the Term Facility, which documentation shall include the Term Loan Agreement and all exhibits and schedules thereto and the Term Facility shall have become effective substantially concurrently with this Agreement on the Closing Date;

(xii) executed counterparts of the Intercreditor Agreement from each of the parties thereto;

(xiii) results of searches or other evidence reasonably satisfactory to the Collateral Agent (in each case dated as of a date reasonably satisfactory to the Collateral Agent) indicating the absence of Liens on the assets of the Loan Parties, except for Permitted Liens and Liens for which termination statements and releases or subordination agreements are being tendered on the Closing Date; and

³ We assume certificates of insurance can be delivered by closing, with endorsements delivered post-closing in accordance with Schedule 6.19. *[Note to LW: Yes, that's correct.]*

(xiv) such other certificates, documents, consents or opinion as the Administrative Agent may reasonably require.

(b) The Administrative Agent shall have received a Borrowing Base Calculation (either by Approved Electronic Communications or in writing) prepared as of a date not earlier than [December 28, 2024].

(c) [Reserved].

(d) The Lenders shall have received, to the extent requested, all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act.

(e) [Reserved].

(f) Excess Availability. After giving effect to the Credit Extensions to be made on the Closing Date, and the consummation of all transactions contemplated hereby to occur on the Closing Date (including, for the avoidance of doubt, the borrowing of Term Loans on the Closing Date), Excess Availability shall be no less than \$[●].

(g) The Bankruptcy Court shall have entered an order, in form and substance reasonably satisfactory to Agent, confirming an Approved Plan of Reorganization (the “Confirmation Order”), and the Confirmation Order shall not have been stayed by the Bankruptcy Court or by any other court having jurisdiction to issue any such stay, it being understood and agreed that (i) the Confirmation Order shall have been entered upon proper notice to all parties to be bound by the Approved Plan of Reorganization, all as may be required by the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and any applicable local bankruptcy rules, and (ii) the Confirmation Order must be in full force and effect.

(h) An Approved Plan of Reorganization shall have been substantially consummated substantially concurrently with the occurrence of the Closing Date.

Without limiting the generality of the provisions of Section 9.07, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

4.02 Conditions to All Credit Extensions. The obligation of each Lender to honor any Request for Credit Extension (including on the Closing Date), is subject to the following conditions precedent:

(a) The representations and warranties of the Borrower and each other Loan Party contained in this Agreement and the other Loan Documents shall be true and correct in all material respects on and as of the date of such Credit Extension, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date; provided that, in each case, any representation and warranty that is qualified as to “materiality,” “Material Adverse Effect” or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on and as of the date of such Credit Extension or on such earlier date, as the case may be.

(b) No Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds thereof.

(c) The Administrative Agent and, if applicable, each L/C Issuer or the Swing Line Lender shall have received a Request for Credit Extension in accordance with the requirements hereof.

Each Request for Credit Extension submitted by the Borrower shall be deemed to be a representation and warranty that the conditions specified in Section 4.02(b), and solely with respect to a Credit Extension on the Closing Date, Section 4.02(a) have been satisfied on and as of the date of the applicable Credit Extension.

ARTICLE V REPRESENTATIONS AND WARRANTIES

Each of the Loan Parties represents and warrants to the Administrative Agent and the Lenders that:

5.01 Existence, Qualification and Power. Each Loan Party and each of its Subsidiaries (a) is duly organized or formed, validly existing and, as applicable, in good standing or of active status under the Laws of the jurisdiction of its incorporation or organization (to the extent such concepts exist in such jurisdiction), (b) has all requisite power and authority and all requisite governmental licenses, permits, authorizations, consents and approvals to (i) own or lease its assets and carry on its business as currently conducted or proposed to be conducted, and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party, and (c) is duly qualified and is licensed and, as applicable, in good standing (to the extent such concepts exist in such jurisdiction) or of active status under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clause (b)(i) or (c), to the extent that failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Schedule 5.01 annexed hereto sets forth, as of the Closing Date, each Loan Party's name as it appears in official filings in its state of incorporation or organization, its state of incorporation or organization, organization type, organization number, if any, issued by its state of incorporation or organization and its Federal employer identification number.

5.02 Authorization; No Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is or is to be a party have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of any of such Person's Organization Documents; (b) conflict with or result in any breach or contravention of, or the creation of (or the requirement to create) any Lien under, or require any payment to be made under (i) any Contractual Obligation or Material Indebtedness to which such Person is a party or affecting such Person or the properties of such Person or any of the Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (c) violate any applicable Law, except in the case of clause (b) or (c), to the extent that such conflict, breach, contravention or violation could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.03 Governmental Authorization; Other Consents. No material approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document or the Term Loan Documents, except for (a) filings necessary to perfect the Liens on the Collateral granted by the Loan Parties pursuant to the Collateral Documents, (b) the approvals, consents, exemptions, authorizations, actions,

notices and filings that have been duly obtained, taken, given or made and are in full force and effect (except to the extent not required to be obtained, taken, given or made or in full force and effect pursuant to the Collateral Documents) and (c) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make would not reasonable be expected to have, individually or in the aggregate, a Material Adverse Effect.

5.04 Binding Effect. This Agreement and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by each Loan Party that is party thereto. This Agreement and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

5.05 Financial Statements; No Material Adverse Effect.

(a) [Reserved].

(b) Since December 24, 2024, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

(c) The Consolidated forecasted balance sheet, statements of income and cash flows of Holdings and its Subsidiaries delivered pursuant Section 6.01, when taken as a whole, were prepared in good faith on the basis of the assumptions stated therein, which assumptions were reasonable in light of the conditions existing at the time of delivery of such forecasts, and represented, at the time of delivery, a reasonable estimate of the Borrower's and its Subsidiaries future financial condition and performance (it being understood that (i) no forecasts are to be viewed as facts, (ii) any forecasts are subject to significant uncertainties and contingencies many of which are beyond the control of the Loan Parties, (iii) no assurance can be given that any particular forecasts will be realized and (iv) actual results may differ and such differences may be material).

5.06 Litigation. There are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Loan Parties threatened (in writing) at law, in equity, in arbitration or before any Governmental Authority, by or against Holdings or any of its Subsidiaries or against any of their properties or revenues that (a) purport to affect or pertain to this Agreement or any other Loan Document, or (b) would reasonably be expected to have a Material Adverse Effect.

5.07 [Reserved].

5.08 Ownership of Property; Liens; Investments.

(a) Each Loan Party and each of the Subsidiaries has good record, marketable and insurable title in fee simple to all owned Real Estate necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each Loan Party and each of the Subsidiaries has good record and marketable title to, or valid leasehold interests in, all personal property necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No Mortgage encumbers improved owned Real Estate that is located in an area that has been identified by the Secretary of Housing and Urban Development

as an area having special flood hazards within the meaning of the National Flood Insurance Act of 1968 unless flood insurance has been obtained in accordance with Section 6.07(b).

(b) The properties and assets of each Loan Party and each of the Subsidiaries are subject to no Liens, other than (i) with respect to Mortgaged Property, Permitted Encumbrances and (ii) with respect to all other properties and assets, Permitted Liens.

(c) Schedule 5.08(c) sets forth a complete and accurate list as of the Closing Date of all Real Estate owned by each Loan Party and each of the Subsidiaries showing the street address, county or other relevant jurisdiction, state, record owner and book and estimated fair value thereof.

(d) (i) Schedule 5.08(d)(i) sets forth a complete and accurate list of all Leases under which any Loan Party is the lessee as of the Closing Date showing the street address, county or other relevant jurisdiction, state, lessor, lessee and expiration date.

(ii) Schedule 5.08(d)(ii) sets forth a complete and accurate list of all leases of Real Estate under which any Loan Party is the lessor as of the Closing Date showing the street address, county or other relevant jurisdiction, state, lessor, lessee, expiration date and annual rental cost thereof.

(e) Schedule 5.08(e) sets forth a complete and accurate list of all Investments held by any Loan Party or any Subsidiary of a Loan Party on the date hereof, showing as of the date hereof the amount, obligor or issuer and maturity, if any, thereof.

5.09 Environmental Matters.

(a) Neither any Loan Party nor any Subsidiary (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any Environmental Permit, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability, except, in each case, as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Except as would not reasonably be expected to result in a Material Adverse Effect, (i) none of the properties currently or, to the knowledge of the Loan Parties, formerly owned, leased, or operated by any Loan Party or any Subsidiary is listed or, to the knowledge of the Loan Parties, proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state or local list or is adjacent to any such property; (ii) none of the properties to which any Loan Party or any Subsidiary has, directly or indirectly, transported or arranged for the transportation of any Hazardous Materials, is listed or, to the knowledge of the Loan Parties, proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state or local list; (iii) there are no and, to the knowledge of the Loan Parties, never have been any underground or above-ground storage tanks or any surface impoundments, septic tanks, pits, sumps or lagoons in which Hazardous Materials are being or have been treated, stored or disposed on any property currently owned, leased, or operated by any Loan Party or any Subsidiary or, to the knowledge of the Loan Parties, on any property formerly owned, leased, or operated by any Loan Party or any Subsidiary; (iv) there is no asbestos or asbestos-containing material on any property currently owned or operated by any Loan Party or any Subsidiary; and (v) Hazardous Materials have not been Released, discharged, or disposed of on any property currently or, to the knowledge of the Loan Parties, formerly owned, leased, or operated by any Loan Party or any Subsidiary.

(c) (i) Neither any Loan Party nor any Subsidiary is undertaking, and has not completed, either individually or together with other potentially responsible parties, any investigation or assessment or remedial or response action relating to any actual or threatened Release, discharge or disposal of Hazardous Materials at any site, location or operation, either voluntarily or pursuant to the order of any Governmental Authority or the requirements of any Environmental Law, except as would not reasonably be expected to result in a Material Adverse Effect; and (ii) all Hazardous Materials generated, used, treated, handled, stored, or transported by, or on behalf of, any Loan Party or any Subsidiary have been disposed of in a manner which would not reasonably expected to result in a Material Adverse Effect.

5.10 Insurance. Schedule 5.10 sets forth a description of all insurance maintained by or on behalf of the Loan Parties as of the Closing Date. As of the Closing Date, each insurance policy listed on Schedule 5.10 is in full force and effect and all premiums in respect thereof that are due and payable have been paid.

5.11 Taxes. The Loan Parties and their Subsidiaries have filed all material Tax returns and reports required to be filed, and have paid all Taxes levied or imposed upon them or their properties, income or assets otherwise due and payable and have satisfied all of their Tax withholding obligations, except (a) Taxes which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP and which contest effectively suspends the collection of the contested obligation and the enforcement of any Lien securing such obligation and (b) any Tax return, report or Taxes, the failure to file or to pay, as the case may be, would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect. There is no proposed Tax deficiency or assessment known to any Loan Party against the Loan Party or any Subsidiary that would, if made, individually or in the aggregate, have a Material Adverse Effect. Except as could not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, each Loan Party and each of its Subsidiaries has made adequate provisions in accordance with GAAP for all Taxes not yet due and payable.

5.12 ERISA Compliance.

(a) Except as could not reasonably be expected to result in a Material Adverse Effect, (i) each Plan is in compliance with its terms and the applicable provisions of ERISA and the Code, (ii) each Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto and, to the knowledge of the Borrower, nothing has occurred which could reasonably be expected to prevent, or cause the loss of, such qualification, and (iii) Holdings, the Borrower and each ERISA Affiliate have made all required contributions to each Pension Plan, and no application for a funding waiver or an extension of any amortization period pursuant to Section 412 of the Code has been made with respect to any Pension Plan.

(b) There are no pending or, to the knowledge of the Loan Parties, threatened claims (other than claims for benefits in the normal course), actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There has been no nonexempt “prohibited transaction” (as defined in Section 406 of ERISA and Section 4975 of the Code) or violation of the fiduciary responsibility rules by Holdings or the Borrower with respect to any Plan that, individually or in the aggregate, has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) Except as could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect: (i) no ERISA Event has occurred or is reasonably expected to occur;

(ii) no Pension Plan has any Unfunded Pension Liability as of the most recent valuation date for such Pension Plan; (iii) none of Holdings, the Borrower or any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iv) none of Holdings, the Borrower or any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (v) none of Holdings, the Borrower or any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA.

(d) Except as would not reasonably be expected to result in a Material Adverse Effect: (i) each Foreign Plan has been maintained in compliance with its terms and with the requirements of any and all applicable laws, statutes, rules, regulations and orders and has been maintained, where required, in good standing with applicable regulatory authorities, (ii) none of Holdings, the Borrower or any Subsidiary have incurred any obligation in connection with the termination of or withdrawal from any Foreign Plan, and (iii) the present value of the accrued benefit liabilities (whether or not vested) under each Foreign Plan which is funded, determined as of the end of the most recently ended Fiscal Year of Holdings, the Borrower or any Subsidiary (based on the actuarial assumptions used for purposes of the applicable jurisdiction's financial reporting requirements), did not exceed the current value of the assets of such Foreign Plan (and for each Foreign Plan which is not funded, the obligations of such Foreign Plan are properly accrued).

5.13 Subsidiaries; Equity Interests; Loan Parties. As of the Closing Date, no Loan Party has any Subsidiaries other than those specifically disclosed in Part (a) of Schedule 5.13, and all of the outstanding Equity Interests in such Subsidiaries have been validly issued, are fully paid and non-assessable and are owned by a Loan Party in the amounts specified on Part (a) of Schedule 5.13 free and clear of all Liens except those created under the Collateral Documents and the Term Loan Documents and the Swedish Credit Facility and any nonconsensual Lien that is permitted under Section 7.01. As of the Closing Date no Loan Party has any equity investments in any other corporation or entity other than those specifically disclosed in Part (b) of Schedule 5.13.

5.14 Margin Regulations; Investment Company Act.

(a) None of the proceeds of the Loans shall be used in any manner that would result in a violation of Regulations T, U or X of the FRB.

(b) None of the Loan Parties or any Subsidiary is or is required to be registered as an "investment company" under the Investment Company Act of 1940.

5.15 Disclosure.

(a) No written report, financial statement, certificate or other information furnished by or on behalf of the Loan Parties to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (in each case as modified or supplemented by other information so furnished), taken as a whole, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading; provided that, with respect to (i) projected financial information, financial estimates, forecasts or other forward-looking information, the Loan Parties represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time and (ii) such information shall not include information of a general economic or general industry nature.

(b) As of the Closing Date, to the best knowledge of the Borrower, the information included in the most recent Beneficial Ownership Certification provided on or prior to the Closing Date to any Lender in connection with this Agreement is true and correct in all respects.

5.16 Compliance with Laws. Each Loan Party and each Subsidiary thereof is in compliance in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

5.17 Intellectual Property; Licenses, Etc. Each Loan Party and each of its Subsidiaries own, or possess the right to use, all of the Intellectual Property that are reasonably necessary for the operation of their respective businesses, except as would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect, and Schedule 5.17 (as supplemented by any writing delivered pursuant to Section 6.02(g)) sets forth a complete and accurate list of all such Intellectual Property owned by each Loan Party and each of its Subsidiaries which are registered with the United States Patent and Trademark Office and United States Copyright Office. To the knowledge of the Borrower, no slogan or other advertising or other material or patent, trademark or copyright now employed by any Loan Party or any of its Subsidiaries infringes upon any Intellectual Property right held by any other Person, except to the extent that any such infringement could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 5.17, no claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Loan Parties, threatened, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.18 Solvency. On a Consolidated basis, after giving effect to the Transaction, the Loan Parties are Solvent.

5.19 [Reserved].

5.20 Labor Matters. There are no strikes, lockouts, slowdowns or other material labor disputes against any Loan Party pending or, to the knowledge of any Loan Party, threatened that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. To the knowledge of the Borrower and Holdings, (a) the hours worked by and payments made to employees of the Loan Parties comply in all material respects with the Fair Labor Standards Act and any other applicable Federal, state, local or foreign Law dealing with such matters, (b) no Loan Party has incurred any material liability or obligation under the Worker Adjustment and Retraining Act or similar state Law and (c) all payments due from any Loan Party, or for which any claim may be made against any Loan Party, on account of wages and employee health and welfare insurance and other benefits, have been paid or properly accrued in all material respects in accordance with GAAP as a liability on the books of such Loan Party. There are no representation proceedings pending or, to any Loan Party's knowledge, threatened to be filed with the National Labor Relations Board, and no labor organization or group of employees of any Loan Party has made a pending demand for recognition except those that could not reasonably be expected to have a Material Adverse Effect. There are no complaints, unfair labor practice charges, grievances, arbitrations, unfair employment practices charges or any other claims or complaints against any Loan Party pending or, to the knowledge of any Loan Party, threatened to be filed with any Governmental Authority or arbitrator based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment of any employee of any Loan Party except those that could not reasonably be expected to have a Material Adverse Effect.

5.21 Collateral Documents. The provisions of the Collateral Documents are effective to create in favor of the Collateral Agent for the benefit of the Credit Parties a legal, valid and enforceable First Priority Lien or Second Priority Lien, as applicable (subject to Permitted Liens), on all right, title and interest of the respective Loan Parties in the Collateral described therein, and (a) when all appropriate filings or recordings are made in the appropriate offices as may be required under applicable Law and (b) upon the taking of possession or control by the Collateral Agent of such Collateral with respect to which a security interest may be perfected only by possession or control (which possession or control shall be given to the Collateral Agent to the extent required by any Collateral Document), such Collateral Document will constitute fully perfected Liens on, and security interests in, all right, title and interest of the Loan Parties in such Collateral. Prior to the Discharge of Term Obligations, the representations made in this Section 5.21 with respect to possession or control of any Collateral on which there is a Second Priority Lien by the Collateral Agent shall be deemed to refer to the possession or control of such Collateral by the collateral agent for the Term Facility (holding for the benefit of the Collateral Agent for the Credit Parties).

5.22 USA PATRIOT Act. To the extent applicable, each of Holdings and its Subsidiaries is in compliance, in all material respects, with (a) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto and (b) the USA PATRIOT Act. No part of the proceeds of the Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

5.23 Anti-Corruption Laws and Sanctions. Each Loan Party has implemented and maintains in effect policies and procedures designed to ensure compliance by such Loan Party, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and such Loan Party, its Subsidiaries and their respective officers and employees and, to the knowledge of such Loan Party, its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) any Loan Party, any Subsidiary or any of their respective directors, officers or employees, or (b) to the knowledge of any such Loan Party or Subsidiary, any agent of such Loan Party or any Subsidiary that will act in any capacity in connection with or benefit from the ABL Facility established hereby, is a Sanctioned Person. No Borrowing or Letter of Credit, use of proceeds, or transaction contemplated by this Agreement or the other Loan Documents will violate Anti-Corruption Laws or applicable Sanctions.

5.24 Affected Financial Institutions. No Loan Party is an Affected Financial Institution.

5.25 Plan Assets. No Loan Party or any of its Subsidiaries is an entity deemed to hold “plan assets” (within the meaning of the Plan Asset Regulations).

ARTICLE VI AFFIRMATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement), the Borrower shall, and shall (except in the cases of the covenants set forth in Sections 6.01, 6.02 and 6.03) cause each Subsidiary to:

6.01 Financial Statements and Other Information. Deliver to the Administrative Agent, in form and detail reasonably acceptable to the Administrative Agent:

(a) as soon as available, but in any event within (i) 135 days after the end of the first Fiscal Year of Holdings ending after the Closing Date, and (ii) 105 days after the end of each Fiscal Year of Holdings thereafter, a Consolidated balance sheet of Holdings and its Subsidiaries as at the end of such Fiscal Year, and the related Consolidated statements of income or operations, shareholders' equity (if available) and cash flows for such Fiscal Year setting forth in each case in comparative form the figures for the previous Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, audited and accompanied by a report and opinion of Ernst & Young LLP or another Registered Public Accounting Firm of nationally recognized standing reasonably satisfactory to the Administrative Agent, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit (it being agreed that an explanatory or emphasis of matter paragraph does not constitute a qualification or exception) (provided that such report may contain a "going concern" or like qualification or exception, or qualification arising out of the scope of the audit, if such qualification or exception arises solely with respect to, results from or arises on account of (i) an upcoming maturity date hereunder or under any other Indebtedness Incurred in compliance with this Agreement or (ii) any potential or actual inability to satisfy any financial maintenance covenant included in this Agreement or any other Indebtedness of the Borrower or its Subsidiaries);

(b) as soon as available, but in any event within 50 days after the end of each of the first three Fiscal Quarters of each Fiscal Year of Holdings (commencing with the Fiscal Quarter ending December 28, 2024) a Consolidated balance sheet of Holdings and its Subsidiaries as at the end of such Fiscal Quarter, and the related Consolidated statements of income or operations and cash flows for such Fiscal Quarter and for the portion of Holdings' Fiscal Year then ended, setting forth in each case in comparative form the figures for the corresponding Fiscal Quarter of the previous Fiscal Year and the corresponding portion of the previous Fiscal Year and to the figures as set forth in the projections delivered pursuant to Section 6.01(d), all in reasonable detail, certified by a Responsible Officer on behalf of Holdings as fairly presenting in all material respects the financial condition, results of operations, shareholders' equity and cash flows of Holdings and its Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments, including, but not limited to, purchase accounting adjustments, and the absence of footnotes;

(c) as soon as available, but in any event within 40 days (or with respect to the Fiscal Months ending February 2025, March 2025 and April 2025, 60 days) after the end of each of the Fiscal Months of each Fiscal Year of Holdings (commencing with the Fiscal Month ending in February 2025), a Consolidated balance sheet of Holdings and its Subsidiaries as of the end of such Fiscal Month, and the related Consolidated statements of income or operations and cash flows for such Fiscal Month and for the portion of Holdings' Fiscal Year then ended, setting forth in each case in comparative form for the corresponding month of the previous Fiscal Year and the corresponding portion of the previous Fiscal Year, and to the figures as set forth in the projections delivered pursuant to Section 6.01(d), all in reasonable detail and duly certified by a Responsible Officer on behalf of Holdings as fairly presenting in all material respects the financial condition, results of operations, shareholders' equity, and cash flows of Holdings and its Subsidiaries in accordance with GAAP, subject only to normal year-end and quarterly adjustments and the absence of footnotes; and

(d) as soon as available, but in any event no later than 60 days after the end of each Fiscal Year of Holdings (commencing with the Fiscal Year ending March 29, 2025), an annual budget of Holdings and its Subsidiaries on a Consolidated basis for the immediately following Fiscal Year, prepared

by management of the Loan Parties for its internal use consistent with the annual budget and related financial statements delivered by the Borrower under the Existing Credit Agreement or as otherwise reasonably acceptable to the Administrative Agent.

6.02 Certificates; Other Information. Deliver to the Administrative Agent, in form and detail reasonably satisfactory to the Administrative Agent:

(a) concurrently with the delivery of the financial statements referred to in Sections 6.01(a) and (b) (commencing with the financial statements for the period ending March 31, 2025), (i) a duly completed Compliance Certificate signed by a Responsible Officer of Holdings, and (ii) notice of any change in the location of any office in which a Loan Party maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility);

(b) concurrently with the delivery of the financial statements referred to in Section 6.01(c), a duly completed Compliance Certificate signed by a Responsible Officer of Holdings, as of the most recent Fiscal Month end for which financial statements are available or were required to be delivered under Section 6.01(c).

(c) the Borrowing Base Calculation information and items described on Schedule 6.02(c) hereto by the respective dates set forth therein. All information provided by the Borrower to the Administrative Agent in each Borrowing Base Calculation (i) shall be certified (through ABLSoft) to be true and correct in all respects and based on information contained in the Borrower's financial records, (ii) shall be in accordance with the representations, warranties, agreements and covenants for such information in this Agreement as to the determination of the Borrowing Base and (iii) may be utilized for the determination and calculation of the Borrowing Base;

(d) promptly after the same are publicly available, copies of all annual, regular, periodic and special reports and registration statements which Holdings or the Borrower may file or be required to file with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934, or with any national securities exchange, and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(e) not later than seven (7) Business Days after receipt thereof by any Loan Party or any Subsidiary thereof, copies of all notices, requests and other documents (including amendments, waivers and other modifications) so received under or pursuant to any Term Loan Document or instrument, indenture, loan or credit or similar agreement regarding or related to any breach or default by any party thereto or any other event that, in each case, could have a Material Adverse Effect;

(f) promptly after any Loan Party has knowledge thereof, written notice of (i) any action or proceeding relating to any Environmental Law pending or threatened against any Loan Party or any of its Subsidiaries, (ii) any noncompliance with any Environmental Law by any Loan Party or any of its Subsidiaries, (iii) the existence of any Environmental Liability, or (iv) the existence of any Release of Hazardous Materials at any property currently or formerly owned, leased or operated by any Loan Party or any of its Subsidiaries, which action, proceeding, non-compliance, Environmental Liability or Release could (x) reasonably be expected to have a Material Adverse Effect, or (y) cause any property described in the Mortgages to be subject to any material restrictions on ownership, occupancy, use or transferability under any Environmental Law;

(g) as soon as available, but in any event within thirty (30) days after the end of each Fiscal Year of the Borrower, to the extent that it would reflect information not previously delivered to the Administrative Agent, (i) a report supplementing Schedules 5.08(c), 5.08(d) and 5.08(d)(ii), including an identification of all owned real property disposed of by any Loan Party or any Subsidiary thereof and all leased real property disposed of by any Loan Party or any Domestic Subsidiary during such Fiscal Year, a list and description (including the street address, county or other relevant jurisdiction, state, record owner, book value thereof and, in the case of leases of property, lessor, lessee, expiration date and annual rental cost thereof) of all Real Estate acquired or leased during such Fiscal Year and a description of such other changes in the information included in such Schedules as may be necessary for such Schedules to be accurate and complete, (ii) a report supplementing Schedules 5.08(e), 5.13 and 5.17 containing a description of all changes in the information included in such Schedules as may be necessary for such Schedules to be accurate and complete, each such report to be signed by a Responsible Officer of Holdings and to be in a form reasonably satisfactory to the Administrative Agent and (iii) a duly completed Perfection Certificate Supplement;

(h) at least five (5) Business Days prior written notice (or such shorter period as to which the Administrative Agent in its sole discretion agrees) of any change in: (i) any Loan Party's name (ii) any Loan Party's organizational structure or jurisdiction of incorporation or formation; or (iii) any Loan Party's Federal Taxpayer Identification Number or organizational identification number assigned to it by its state of organization;

(i) promptly after the request by the Administrative Agent or any Lender, all documentation and other information that the Administrative Agent or such Lender reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act and the Beneficial Ownership Regulation;

(j) upon request by the Administrative Agent, copies of: (i) each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) filed by any ERISA Affiliate with the Internal Revenue Service with respect to each Pension Plan; (ii) the most recent actuarial valuation report for each Pension Plan; and (iii) all notices received by any ERISA Affiliate from a Multiemployer Plan sponsor or any governmental agency concerning an ERISA Event;

(k) promptly upon the incurrence of any Permitted Liens on any Collateral included in the Borrowing Base, notice of any such Permitted Liens and such documentation and other related information reasonably requested by the Administrative Agent; and

(l) promptly, such additional information regarding the business, financial, legal or corporate affairs of any Loan Party or any Subsidiary thereof, as the Administrative Agent may from time to time reasonably request.

Documents required to be delivered pursuant to Section 6.01(a) or (b) or Section 6.02(c) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered by Approved Electronic Communications and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet at the website address listed on Schedule 11.02; or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that: (A) upon request, the Borrower shall deliver paper copies of such documents to the Administrative Agent, and (B) the Borrower shall notify the Administrative Agent (by

Approved Electronic Communications) of the posting of any such documents and provide such documents to the Administrative Agent by Approved Electronic Communications. The Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrower hereby acknowledges that (1) the Administrative Agent and/or the Arranger will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "**Borrower Materials**") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "**Platform**") and (2) certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material nonpublic information with respect to the Borrower or its securities) (each, a "**Public Lender**"). The Borrower hereby agrees that at any time that the Borrower is the issuer of any outstanding debt or equity securities that are registered or issued pursuant to a private offering or is actively contemplating issuing any such securities it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (w) all such Borrower Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, the Arranger and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 11.07); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Investor"; and (z) the Administrative Agent and the Arranger shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Investor."

6.03 Notices. Promptly, after knowledge thereof by a Responsible Officer, notify the Administrative Agent:

- (a) of the occurrence of any Default;
- (b) of any matter that has resulted or would reasonably be expected to result in a Material Adverse Effect, including as a result of (i) breach or non-performance of, or any default under, a Contractual Obligation of any Loan Party or any Subsidiary thereof; (ii) any dispute, litigation, investigation, proceeding or suspension between any Loan Party or any Subsidiary thereof and any Governmental Authority; or (iii) the commencement of, or any material development in, any litigation or proceeding affecting any Loan Party or any Subsidiary thereof, including pursuant to any applicable Environmental Laws;
- (c) of the occurrence of any ERISA Event that would reasonably be expected to result in a Material Adverse Effect;
- (d) of any material change in accounting policies or financial reporting practices by any Loan Party or any Subsidiary thereof;
- (e) of (i) any casualty or other insured damage to any portion of the Collateral or (ii) the commencement of any action or proceeding for the taking of any interest in a portion of the Collateral under power of eminent domain or (iii) any condemnation or similar proceeding or if any portion

of the Collateral is damaged or destroyed; provided, however, that with respect to each of clauses (i), (ii) and (iii), the amount of Collateral affected thereby shall have an aggregate fair market value in excess of \$1.0 million;

(f) of any change in Holdings' or the Borrower's chief executive officer or chief financial officer;

(g) any termination, withdrawal or resignation of Holdings' or the Borrower's Registered Public Accounting Firm; and

(h) any change in the information provided in the Beneficial Ownership Certification most recently delivered to such Lender that would result in a change to the list of beneficial owners identified in such certification.

Each notice pursuant to Section 6.03(a) shall be made by Approved Electronic Communications accompanied by a statement of a Responsible Officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto.

6.04 Payment of Obligations. Pay and discharge as the same shall become due and payable (a) all Taxes upon it or its properties or assets in all respects, unless the same are being contested in good faith by appropriate proceedings diligently conducted, adequate reserves in accordance with GAAP are being maintained by such Loan Party or such Subsidiary and such contest effectively suspends the collection of the contested obligation and the enforcement of any Lien securing such obligation; except for Taxes that could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect; and (b) all material lawful claims which, if unpaid, would by law become a Lien upon its property (except as set forth in clause (a) above).

6.05 Preservation of Existence, Etc. (a) Preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization with respect to the maintenance of good standing status of any Loan Party (other than the Borrower), it will not be a breach of clause (a) of this Section 6.05 unless the failure to maintain good standing of such Loan Party could reasonably be expected to have a Material Adverse Effect; (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation or non-renewal of which could reasonably be expected to have a Material Adverse Effect.

6.06 Maintenance of Properties. (a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear, casualty or condemnation excepted; and (b) make all necessary repairs thereto and renewals and replacements thereof except, in each case, where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

6.07 Maintenance of Insurance. Subject to Section 6.19

(a) Maintain with financially sound and reputable insurance companies not Affiliates of the Loan Parties, insurance with respect to its properties and business against loss or damage (i) of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons or

(ii) substantially similar to insurance maintained by the Borrower and its Subsidiaries on the Closing Date, in each case, subject to such changes as the Borrower may reasonably deem appropriate in its business judgment with respect to deductibles, self-insured amounts, coverage exclusions and maximum covered losses (provided that none of such policies shall include a co-insurance clause) and with respect to policies for Holdings and the Domestic Subsidiaries, providing for not less than 30 days' prior notice (10 days' prior notice in the case of cancellation for nonpayment) to the Administrative Agent of termination, lapse or cancellation of such insurance.

(b) With respect to each improved Real Estate subject to a Mortgage, obtain flood insurance with coverages and in amounts sufficient to comply with the Flood Insurance Laws and, in any event, in an amount not less than \$5.0 million for Zone A "special flood hazard areas" and \$10.0 million for all other "special flood hazard areas", in each case, as set forth on any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), otherwise comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws and deliver to the Administrative Agent evidence of such compliance in form and substance reasonably acceptable to the Administrative Agent.

(c) Fire and extended coverage policies maintained with respect to any Collateral shall be endorsed or otherwise amended to include (i) a mortgage clause (regarding improvements to Real Estate) and lenders' loss payable clause (regarding personal property), in form and substance satisfactory to the Collateral Agent, which endorsements or amendments shall provide that the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, and (ii) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Credit Parties. Commercial general liability policies shall be endorsed to name the Collateral Agent as an additional insured. Business interruption policies with respect to Holdings and the Domestic Subsidiaries shall name the Collateral Agent as a loss payee and shall be endorsed or amended to include (A) a provision that, from and after the Closing Date, the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, and (B) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Credit Parties. Each such policy referred to in this Section 6.07 shall also provide that it shall not be canceled or not renewed (i) by reason of nonpayment of premium except upon not less than ten (10) days' prior written notice thereof by the insurer to the Collateral Agent (giving the Collateral Agent the right to cure defaults in the payment of premiums) or (ii) for any other reason except upon not less than thirty (30) days' prior written notice thereof by the insurer to the Collateral Agent. The Borrower shall deliver to the Collateral Agent, prior to the cancellation, modification adverse to the Lenders, or non-renewal of any such policy of insurance, a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Collateral Agent, including an insurance binder) together with evidence satisfactory to the Collateral Agent of payment of the premium therefor.

(d) In the event that any part of the Collateral (other than, so long as the Term Facility is outstanding, Term Priority Collateral) is damaged by fire or other casualty and the insurance proceeds for such damage are greater than \$5.0 million in any Fiscal Year, whether or not a Cash Dominion Trigger Event then exists, such proceeds, in their entirety, shall be delivered to the Administrative Agent and the Administrative Agent shall promptly apply such proceeds to reduce the Borrower's outstanding Credit Extensions in accordance with Sections 2.05(e) or 8.03, as applicable. In the event any part of the Collateral (other than, so long as the Term Facility is outstanding, Term Priority Collateral) is damaged by fire or other casualty and the insurance proceeds for such damage are less than \$5.0 million in any Fiscal Year, such proceeds, in their entirety, shall be delivered to the Borrower, unless a Cash Dominion Trigger Event is then occurring, in which event such proceeds shall be delivered to the Administrative Agent and the

Administrative Agent shall promptly apply such proceeds to reduce the Borrower's outstanding balance of Credit Extensions in accordance with Sections 2.05(e) or 8.03, as applicable.

(e) None of the Credit Parties, or their agents or employees shall be liable for any loss or damage insured by the insurance policies required to be maintained under this Section 6.07. Each Loan Party shall look solely to its insurance companies or any other parties other than the Credit Parties for the recovery of such loss or damage and such insurance companies shall have no rights of subrogation against any Credit Party or its agents or employees. If, however, the insurance policies do not provide waiver of subrogation rights against such parties, as required above, then the Loan Parties hereby agree, to the extent permitted by law, to waive their right of recovery, if any, against the Credit Parties and their agents and employees. The designation of any form, type or amount of insurance coverage by any Credit Party under this Section 6.07 shall in no event be deemed a representation, warranty or advice by such Credit Party that such insurance is adequate for the purposes of the business of the Loan Parties or the protection of their properties.

6.08 Compliance with Laws. Comply in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted and with respect to which adequate reserves have been set aside and maintained by the Loan Parties in accordance with GAAP; or (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

6.09 Books and Records. Maintain proper books of record and account, in which entries in conformity in all material respects with GAAP under U.S. law, with respect to Holdings and its Domestic Subsidiaries, and under applicable foreign law, with respect to Foreign Subsidiaries (provided that nothing in this Section 6.09 shall affect the obligation of Holdings to provide financial statements in accordance with GAAP under Section 6.01), consistently applied shall be made of all financial transactions and matters involving the assets and business of the Loan Parties.

6.10 Inspection Rights.

(a) Permit representatives and independent contractors of the Administrative Agent (accompanied by any Lender (with the consent of the Borrower (not to be unreasonably withheld)) to visit and inspect any of its properties, to examine its corporate, financial, insurance, and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants (subject to such accountant's customary policies and procedures), all at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrower; provided, however, that unless an Event of Default has occurred and is continuing, the Administrative Agent may make only one such visit in any Fiscal Year at the Borrower's expense, provided further that when an Event of Default exists the Administrative Agent (or any of its representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and upon reasonable advance notice to the extent practicable. Notwithstanding anything to the contrary in this Section 6.10(a), none of the Borrower or any of the Subsidiaries will be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter that (a) constitutes non-financial trade secrets or non-financial proprietary information, (b) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by Law or any binding agreement or (c) is subject to attorney-client or similar privilege or constitutes attorney work product.

(b) Upon the request of the Administrative Agent after reasonable prior notice, permit the Administrative Agent or professionals (including investment bankers, consultants, accountants, lawyers and appraisers) retained by the Administrative Agent to conduct appraisals, collateral field examinations and other evaluations, including, without limitation, of (i) the Borrower's practices in the computation of the Borrowing Base, and (ii) the assets included in the Borrowing Base and related financial information such as, but not limited to, sales, gross margins, payables, accruals and reserves. Subject to the following sentences, the Loan Parties shall pay the fees and expenses of the Administrative Agent or such professionals with respect to such evaluations and appraisals. Without limiting the foregoing, the Loan Parties acknowledge that the Administrative Agent may undertake up to two (2) inventory appraisals and two (2) collateral field examinations each eighteen (18) month period, at the Loan Parties' expense; provided that, as long as no Enhanced Collateral Trigger Event exists, the Administrative Agent may conduct no more than one collateral field examination and one inventory appraisal in any twelve month period at the Loan Parties' expense. Notwithstanding the foregoing, the Administrative Agent may cause additional appraisals and collateral field examinations to be undertaken (y) as it in its discretion deems necessary or appropriate, at its own expense, or (z) if required by applicable Law or if a Default shall have occurred and be continuing, at the expense of the Loan Parties.

6.11 Use of Proceeds. Use the proceeds of the Credit Extensions to (i) provide ongoing working capital and for other general corporate purposes of the Loan Parties, (ii) to refinance in full, on the Closing Date, the DIP ABL Facility, (iii) to pay Transaction Expenses, and (iv) for general corporate purposes, in each case, solely to the extent in accordance with and subject to the Loan Documents. The Borrower will not request any Borrowing or Letter of Credit, and the Borrower shall not use, and shall procure that its Subsidiaries and its and their respective directors, officers and employees shall not use, the proceeds of any Borrowing or Letter of Credit (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (b) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (c) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

6.12 Covenant to Guarantee Obligations and Give Security.

(a) Upon the formation or acquisition of any new direct or indirect Domestic Subsidiary by any Loan Party (other than (i) any Domestic Subsidiary owned directly or indirectly by a CFC or (ii) any Domestic Subsidiary if substantially all of the assets of such Domestic Subsidiary consist of Equity Interests in one or more Foreign Subsidiaries that are CFCs), then the Borrower shall, at the Borrower's expense, within the time period specified below unless the Administrative Agent in its sole discretion consents to an extension thereof:

(i) within 30 days after such formation or acquisition, cause such Subsidiary, and cause each direct and indirect parent of such Subsidiary (if it has not already done so), to duly execute and deliver to the Administrative Agent a counterpart to this Agreement, in form and substance satisfactory to the Administrative Agent, guaranteeing the other Loan Parties' obligations under the Loan Documents,

(ii) within 30 days after such formation or acquisition, cause such Subsidiary and each direct and indirect parent of such Subsidiary (if it has not already done so) to duly execute and deliver to the Administrative Agent supplements to the Collateral Documents and other security and pledge agreements covering the personal property of such Subsidiaries, as specified by and in form and substance satisfactory to the Administrative Agent (including delivery of all Pledged Debt and Pledged Equity in and of such Subsidiary, and other instruments of the type specified in

Section 4.01(a)(iii)), securing payment of all the Obligations of such Subsidiary or such parent, as the case may be, under the Loan Documents and constituting Liens on all such personal properties,

(iii) within 30 days after such formation or acquisition, cause such Subsidiary and each direct and indirect parent of such Subsidiary (if it has not already done so) to take whatever action (including the filing of Uniform Commercial Code financing statements, the giving of notices and the endorsement of notices on title documents) may be necessary in the reasonable opinion of the Administrative Agent to vest in the Administrative Agent (or in any representative of the Administrative Agent designated by it) valid and subsisting Liens on the personal properties purported to be subject to Collateral Documents, as applicable, and the security and pledge agreements delivered pursuant to this Section 6.12, enforceable against all third parties in accordance with their terms, and

(iv) within 30 days after such formation or acquisition, deliver to the Administrative Agent, upon the request of the Administrative Agent in its sole discretion, a signed copy of a favorable opinion, addressed to the Administrative Agent and the other Credit Parties, of counsel for the Loan Parties acceptable to the Administrative Agent as to the matters contained in clauses (i), (ii) and (iii) above, and as to such other matters as the Administrative Agent may reasonably request.

(b) Subject to the Intercreditor Agreement, promptly grant to the Collateral Agent, within 30 days of the acquisition thereof, a security interest in and Mortgages on each parcel of Real Estate owned in fee by such Loan Party as is acquired by such Loan Party after the Closing Date and that, together with any improvements thereon, individually has a fair market value of at least \$5.0 million as additional security for the Obligations (unless the subject property is already mortgaged to a third party to the extent permitted by Section 7.01). Such Mortgages shall be granted pursuant to documentation reasonably satisfactory in form and substance to the Administrative Agent and the Collateral Agent and shall constitute valid and enforceable perfected Liens subject only to Permitted Liens or other Liens acceptable to the Administrative Agent. The Mortgages or instruments related thereto shall be duly recorded or filed in such manner and in such places as are required by law to establish, perfect, preserve and protect the Liens in favor of the Collateral Agent required to be granted pursuant to the Mortgages and all taxes, fees and other charges payable in connection therewith shall be paid in full. Such Loan Party shall otherwise take such actions and execute and/or deliver to the Collateral Agent such documents as the Administrative Agent or the Collateral Agent shall require to confirm the validity, perfection and priority of the Lien of any existing Mortgage or new Mortgage against such after-acquired Real Estate (including (i) a fully paid American Land Title Association Lender's Extended Coverage title insurance policies or applicable state title policy in form and substance, with endorsements and in amounts acceptable to the Administrative Agent, issued by title insurers reasonably acceptable to the Administrative Agent, insuring the Mortgages to be valid and subsisting Liens on the property described therein, free and clear of all defects (including, but not limited to, mechanics' and materialmen's Liens) and encumbrances, excepting only Permitted Encumbrances and other Liens permitted under the Loan Documents, and providing for such other affirmative insurance (including endorsements for future advances under the Loan Documents, for mechanics' and materialmen's Liens and for zoning of the applicable property) and as the Administrative Agent may reasonably deem necessary or desirable (a "**Mortgage Policy**"), (ii) a Survey, (iii) the Flood Documentation and (iv) a local counsel opinion (in form and substance reasonably satisfactory to the Administrative Agent and the Collateral Agent) in respect of such Mortgage).

(c) Concurrently with the guarantee by any direct or indirect Domestic Subsidiary of any obligations under the Term Loan Documents, cause such direct or indirect Subsidiary to guarantee the Obligations of the Loan Parties hereunder and otherwise comply with the requirements of this Section 6.12.

(d) At any time upon request of the Administrative Agent, promptly execute and deliver any and all further instruments and documents and take all such other action as the Administrative Agent may deem reasonably necessary or desirable in obtaining the full benefits of, or (as applicable) in perfecting and preserving the Liens of, such guaranties, deeds of trust, trust deeds, deeds to secure debt, mortgages, leasehold mortgages, leasehold deeds of trust, supplements to the Collateral Documents and other security and pledge agreements.

(e) Subject to the terms of the Intercreditor Agreement and prior to the satisfaction of the Discharge of Term Obligations, with respect to any obligation under this Section 6.12 or any Collateral Document to deliver possession or control of any Collateral on which there is a Second Priority Lien by the Collateral Agent, such obligation shall be deemed satisfied by the delivery of possession or control of such Collateral to the “**collateral agent**” for the Term Facility (holding for the benefit of the Collateral Agent for the Credit Parties).

6.13 Cash Management.

(a) On or prior to the forty-fifth (45th) day following the Closing Date (or such later date as may be agreed by the Administrative Agent in its sole discretion):

(i) deliver to the Administrative Agent copies of notifications (each, a “**Credit Card Notification**”) substantially in the form attached hereto as Exhibit J which have been executed on behalf of such Loan Party and delivered to such Loan Party’s credit card clearinghouses and processors listed on Schedule 6.12; and

(ii) enter into a deposit account control agreement (each, a “**Control Agreement**”) in form and substance reasonably acceptable to the Administrative Agent with respect to each Deposit Account of any Loan Party (other than Excluded Accounts) with each Controlled Account Bank (collectively, the “**Controlled Accounts**”).

(b) Except as otherwise agreed by the Administrative Agent, each Loan Party shall require that all cash payments of Accounts (including credit card payments), Inventory and other Collateral be remitted to a Deposit Account of a Loan Party subject to a Control Agreement (subject to the period set forth in clause (a)(ii) above to enter into Control Agreements on the Controlled Accounts) (collectively, the “**Concentration Accounts**”) no less frequently than on each Business Day, and pursuant to a cash management system reasonably acceptable to the Administrative Agent; *provided* that the Loan Parties’ cash management system as of the Closing Date is deemed to be reasonably acceptable to the Administrative Agent.

(c) Each Control Agreement shall require, after notice from the Collateral Agent to a Controlled Account Bank of the occurrence of a Cash Dominion Trigger Event (and until the Collateral Agent notifies such Controlled Account Bank that such Cash Dominion Trigger Event has terminated), the ACH or wire transfer no less frequently than each Business Day (and whether or not there are then any outstanding Obligations) from the applicable Concentration Account to an account designated by the Administrative Agent (the “**Administrative Agent’s Account**”).

(d) From and after the occurrence of a Cash Dominion Trigger Event and until such Cash Dominion Trigger Event is no longer continuing, the Loan Parties shall provide the Collateral Agent with an accounting of the contents of the Controlled Accounts and the Concentration Accounts, which shall identify, to the satisfaction of the Collateral Agent, the proceeds from the Term Priority Collateral which were deposited into a Controlled Account and swept to a Concentration Account. Upon the receipt of

(x) the contents of the Controlled Accounts, and (y) such accounting, the Collateral Agent agrees to promptly remit to the agent under the Term Facility the proceeds of the Term Priority Collateral received by the Administrative Agent.

(e) The Loan Parties hereby acknowledge and agree that (i) after notice from the Collateral Agent to a Controlled Account Bank of the continuance of a Cash Dominion Trigger Event, the Loan Parties have no right of withdrawal from the Concentration Accounts, (ii) the funds on deposit in the Concentration Accounts shall at all times be collateral security for all of the Obligations and (iii) after notice from the Collateral Agent to a Controlled Account Bank of the continuance of a Cash Dominion Trigger Event, the funds on deposit in the Concentration Accounts shall be applied as provided in this Agreement, and in any event, two (2) Business Days after Administrative Agent's receipt of such funds in the Administrative Agent's Account. In the event that, notwithstanding the provisions of this Section 6.12, any Loan Party receives or otherwise has dominion and control of any such proceeds or collections, such proceeds and collections shall be held in trust by such Loan Party for the Collateral Agent, shall not be commingled with any of such Loan Party's other funds or deposited in any account of such Loan Party and shall, not later than the Business Day after receipt thereof, be deposited into a Concentration Account or dealt with in such other fashion as such Loan Party may be instructed by the Collateral Agent.

6.14 Physical Inventories. Cause at least one (1) physical perpetual "**cycle count**" at each of the Borrower's locations to be undertaken in each eighteen (18) month period conducted by such inventory takers as are satisfactory to the Collateral Agent and following such methodology as is consistent with the methodology used in the immediately preceding perpetual cycle count or as otherwise may be reasonably acceptable to the Collateral Agent. The Borrower shall provide the Collateral Agent information regarding the results of such cycle counts in form and detail consistent with past practices under the Existing Credit Agreement or as otherwise reasonably acceptable to the Administrative Agent.

6.15 Further Assurances. Promptly upon request by the Administrative Agent, or any Lender through the Administrative Agent, (a) correct any material defect or error that may be discovered in any Loan Document or in the execution, acknowledgment, filing or recordation of any of the foregoing, and (b) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent, or any Lender through the Administrative Agent, may reasonably require from time to time in order to (i) carry out more effectively the purposes of the Loan Documents, (ii) to the fullest extent permitted by applicable Law, subject any Loan Party's or any of the Subsidiaries' properties, assets, rights or interests to the Liens now or hereafter intended to be covered by any of the Collateral Documents, (iii) perfect and maintain the validity, effectiveness and priority of any of the Collateral Documents and any of the Liens intended to be created thereunder and (iv) assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively unto the Credit Parties the rights granted or now or hereafter intended to be granted to the Credit Parties under any Loan Document or under any other instrument executed in connection with any Loan Document to which any Loan Party or any of the Subsidiaries is or is to be a party, and cause each of the Subsidiaries to do so.

6.16 Lenders Meetings. The Borrower will, upon the request of the Administrative Agent or Required Lenders, participate in a meeting of the Administrative Agent and Lenders once during each Fiscal Year to be held, at the request of the Administrative Agent or Required Lenders, by teleconference or at the Borrower's corporate offices (or at such other location as may be agreed to by the Borrower and the Administrative Agent) at such time as may be agreed to by the Borrower and the Administrative Agent.

6.17 [Reserved].

6.18 [Reserved].

6.19 Post-Closing Matters. Within the time frames set forth on Schedule 6.19, the Borrower shall deliver to the Agents the items set forth on Schedule 6.19.

ARTICLE VII NEGATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement) or any Letter of Credit shall remain outstanding, the Borrower shall not (and with respect to Section 7.13 only, Holdings shall not), nor shall the Borrower permit any Subsidiary to, directly or indirectly:

7.01 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, other than the following Liens (Liens described below are herein referred to as “**Permitted Liens**”):

- (a) Liens pursuant to any Loan Document;
- (b) Liens existing on the date hereof and listed on Schedule 7.01(b) and any renewals or extensions thereof, provided that (i) the property covered thereby is not changed in any material manner, (ii) the amount secured or benefited thereby is not increased except as contemplated by Section 7.02(f), and (iii) the direct and contingent obligors with respect thereto are not changed (other than to decrease the number of obligors), and (iv) any renewal or extension of the obligations secured or benefited thereby is permitted by Section 7.02(f);
- (c) Liens for taxes not yet due or which are the subject of a Permitted Protest;
- (d) carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 60 days or which are the subject of a Permitted Protest;
- (e) (i) pledges or deposits in the ordinary course of business in connection with workers’ compensation, unemployment insurance and other social security legislation, other than any Lien imposed by ERISA and (ii) pledges and deposits in the ordinary course of business securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to Holdings or any of its Subsidiaries;
- (f) deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness for borrowed money), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;
- (g) easements, rights-of-way, restrictions and other similar encumbrances affecting Real Estate which, in the aggregate, do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person;
- (h) Liens securing judgments for the payment of money not constituting an Event of Default under Section 8.01(h);

(i) Liens securing Indebtedness permitted under Section 7.02(g); provided that (i) such Liens do not at any time encumber any property other than the property financed by such Indebtedness, (ii) the Indebtedness secured thereby does not exceed the cost of the property being acquired on the date of acquisition, and (iii) such Lien and the Indebtedness secured thereby are incurred contemporaneously with or within two hundred seventy (270) days after the acquisition of such property;

(j) Liens securing the Term Loan Obligations to the extent such Liens are subject to the Intercreditor Agreement;

(k) landlords' and lessors' Liens in respect of rent and other lease obligations that are not past due for a period of 60 days or more or that are the subject of a Permitted Protest;

(l) possessory Liens in favor of brokers and dealers arising in connection with the acquisition or disposition of Investments, provided that such Liens (i) attach only to such Investments and (ii) secure only obligations incurred in the ordinary course and arising in connection with the acquisition or disposition of such Investments and not any obligation in connection with margin financing;

(m) Liens arising solely by virtue of any statutory or common law provisions relating to banker's Liens, ordinary course Liens in favor of securities intermediaries, rights of setoff or similar rights and remedies as to deposit accounts or securities accounts or other funds maintained with depository institutions or securities intermediaries;

(n) Liens arising from precautionary UCC filings regarding "true" operating leases or the consignment of goods to a Loan Party;

(o) Liens in favor of customs and revenues authorities imposed by applicable Law arising in the ordinary course of business in connection with the importation of goods and securing obligations (i) that are not overdue by more than sixty (60) days, or (ii) that are the subject of a Permitted Protest;

(p) Liens on specific existing assets and proceeds thereof (other than assets of the type included in the Borrowing Base, except to the extent that the Administrative Agent is reasonably satisfied that such Lien does not interfere with Collateral Agent's Lien on such assets and Collateral Agent's ability to realize on such Lien on such assets and the proceeds thereof) of a Person acquired following the Closing Date in existence on the date such Person became a Subsidiary; provided that such Liens were not created in anticipation of the transaction pursuant to which such Person became a Subsidiary;

(q) licenses of Intellectual Property permitted under Section 7.05(g) hereof;

(r) Liens on the assets of Subsidiaries that are not Loan Parties securing Indebtedness or other obligations of such Subsidiaries that are not Loan Parties permitted by Section 7.02;

(s) other Liens securing Indebtedness or other obligations of the Borrower and the Subsidiary Guarantors outstanding in an aggregate principal amount not to exceed \$5.0 million; provided, that no such Lien shall extend to or cover any Collateral;

(t) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business which do not (i) in any case materially detract from the value of the property subject thereto or (ii) interfere in any material respect with the business of the Borrower and its Subsidiaries or (iii) secure any Indebtedness;

(u) Liens solely on any cash earnest money deposits made by the Borrower or any of the Subsidiaries in connection with any letter of intent or purchase agreement permitted hereunder;

(v) ground leases in respect of real property on which facilities owned or leased by the Borrower or any of its Subsidiaries are located; and

(w) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto.

7.02 Indebtedness. Create, incur, assume, guarantee, suffer to exist or otherwise become liable with respect to any Indebtedness, except (Indebtedness described below is herein referred to as “**Permitted Indebtedness**”):

(a) obligations (contingent or otherwise) of the Borrower or any of the Subsidiaries existing or arising under any Swap Contract, provided that such obligations are (or were) entered into by such Person in the ordinary course of business for the purpose of directly mitigating risks associated with fluctuations in interest rates or foreign exchange rates or otherwise to mitigate risks associated with its assets or liabilities or business operations;

(b) (i) Indebtedness of a Subsidiary of the Borrower owed to the Borrower or to another Subsidiary of the Borrower and (ii) Indebtedness of the Borrower owed to any Subsidiaries of the Borrower, in each case, which Indebtedness shall (A) in the case of Indebtedness owed to a Loan Party, constitute “Pledged Debt” under the Security Agreement, (B) be on terms (including subordination terms, if owed by a Loan Party) acceptable to the Administrative Agent and (C) be otherwise permitted under the provisions of Section 7.03;

(c) Indebtedness under the Loan Documents;

(d) Indebtedness of the Loan Parties under the Term Facility and any Permitted Refinancing Indebtedness in respect thereof (including Guarantees of any Guarantor in respect of such Indebtedness) not to exceed \$115.0 million, plus (i) any “Incremental Term Loans” as defined in the Term Loan Agreement as of the Closing Date (provided, that such Incremental Term Loans shall not (x) exceed \$75.0 million in the aggregate, (y) require any cash payment of interest and/or (z) require any regularly scheduled amortization or other prepayments of principal) and (ii) the amount of any paid-in-kind interest and prepayment premiums thereon, and other reasonable amounts paid, and fees (including original issue discount and upfront fees) and expenses reasonably incurred, in connection with such refinancing;

(e) Indebtedness outstanding on the date hereof and listed on Schedule 7.02 and any Permitted Refinancing Indebtedness in respect thereof;

(f) Guarantees of the Borrower or any Guarantor in respect of Indebtedness otherwise permitted hereunder of the Borrower or any Subsidiary Guarantor;

(g) Indebtedness in respect of Capital Lease Obligations, Synthetic Lease Obligations, and Purchase Money Obligations for fixed or capital assets within the limitations set forth in Section 7.01(i) and any Permitted Refinancing Indebtedness in respect thereof; provided, however, that the aggregate amount of all such Indebtedness at any one time outstanding shall not exceed \$5.0 million;

(h) [reserved];

(i) Permitted Holdco Debt;

(j) unsecured Indebtedness of any Loan Party with no scheduled payments of principal until the date that is 6 months after the Scheduled Maturity Date; provided, however, that the aggregate amount of all such Indebtedness at any one time outstanding shall not exceed \$5.0 million;

(k) Indebtedness of the Loan Parties in an aggregate principal amount not to exceed \$5.0 million at any time outstanding; provided, however, to the extent any such Indebtedness is secured, any Liens securing such Indebtedness shall not cover any ABL Priority Collateral unless such Liens are subject to a subordination and intercreditor agreement in form and substance reasonably acceptable to the Administrative Agent);

(l) Indebtedness of Foreign Subsidiaries under the Swedish Credit Facility in an aggregate amount not to exceed the U.S. dollar equivalent (as reasonably determined by the Administrative Agent) of \$30.0 million outstanding at any time; and

(m) other Indebtedness of Subsidiaries that are not Loan Parties (including any Foreign Subsidiaries) in an aggregate principal amount at any time outstanding not to exceed \$5.0 million.

For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a non-U.S. currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred; provided that, if such Indebtedness is incurred to extend, replace, refund, refinance, renew or defease other Indebtedness denominated in a foreign currency, and such extension, replacement, refunding, refinancing, renewal or defeasance would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such extension, replacement, refunding, refinancing, renewal or defeasance, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased.

7.03 Investments. Make or hold any Investments, except:

(a) Investments held by the Borrower and its Subsidiaries in the form of Cash Equivalents;

(b) Investments consisting of loans and advances to officers, directors and employees of Holdings and its Subsidiaries to finance the purchase of capital stock of Holdings and for travel, entertainment, relocation and analogous ordinary business purposes, in an aggregate amount not to exceed \$2.5 million at any time outstanding;

(c)

(i) Investments outstanding on the Closing Date by Borrower and its Subsidiaries in their respective Subsidiaries;

(ii) additional Investments by Borrower and its Subsidiaries in Subsidiaries that are Loan Parties at the time of the making of such Investment;

- (iii) additional Investments by Subsidiaries of the Borrower that are not Loan Parties (including Foreign Subsidiaries) in other Subsidiaries that are not Loan Parties (including Foreign Subsidiaries); and
- (iv) so long as no Event of Default then exists or would arise therefrom, additional Investments by the Loan Parties in Subsidiaries that are not Loan Parties in an amount outstanding pursuant to this clause (iv) not to exceed \$5.0 million;
- (d) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;
- (e) Guarantees permitted by Section 7.02;
- (f) Investments existing on the date hereof and set forth on Schedule 5.08(e) and any modification, replacement, renewal, reinvestment or extension of any of the foregoing that does not increase the amount thereof;
- (g) Investments in Swap Contracts permitted under Section 7.02(a);
- (h) [reserved];
- (i) Investments consisting of Liens, Indebtedness, Dispositions and/or Restricted Payments permitted hereunder;
- (j) promissory notes and other non-cash consideration that is permitted to be received in connection with Dispositions permitted by Section 7.05;
- (k) any Investments made with the proceeds received by or contributed to the Borrower from the substantially concurrent issuance of new Equity Interests (other than Disqualified Equity Interests) issued by Holdings and not used for any other purpose permitted under this Agreement;
- (l) other Investments by the Borrower or any of the Subsidiaries in an aggregate principal amount not to exceed \$5.0 million at any time outstanding;
- (m) [reserved];
- (n) Investments to the extent that payment for such Investments is made solely with Qualified Equity Interests of Holdings (or any direct or indirect parent thereof);
- (o) Investments held by a Subsidiary acquired after the Closing Date or of a Person merged into the Borrower or merged or consolidated with a Subsidiary in accordance with Section 7.04;
- (p) after the Closing Date (other than existing Investments in subsidiaries of such Subsidiary or Person, which must comply with the requirements of Section 7.02 (h) or (l)) to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger or consolidation and were in existence on the date of such acquisition, merger or consolidation;

(q) Guarantees by the Borrower or any of the Subsidiaries of leases (other than Capital Lease Obligations) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business; and

(r) other Investments, so long as the Payment Conditions are satisfied.

7.04 Fundamental Changes. (a) Merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that:

(i) any Subsidiary of the Borrower may merge with (i) the Borrower, provided that the Borrower shall be the continuing or surviving Person, or (ii) any one or more other Subsidiaries, provided that when any Loan Party is merging with another Subsidiary that is not a Loan Party, such Loan Party shall be the continuing or surviving Person;

(ii) any Subsidiary (other than the Borrower) may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Borrower or to another Loan Party (other than Holdings);

(iii) any Subsidiary that is not a Loan Party (i) may dispose of all or substantially all its assets (including any Disposition that is in the nature of a liquidation) to (A) another Subsidiary that is not a Loan Party or (B) to a Loan Party (other than Holdings), or (ii) may be dissolved, with its assets (if any) being transferred in accordance with clause (i) hereof;

(iv) [reserved];

(v) any Disposition permitted by Section 7.05 may be structured as a sale of all or substantially all of the Equity Interests of a Subsidiary,

(vi) any Subsidiary which has no assets to distribute to its equity holders may be dissolved or liquidated; and

(vii) any Foreign Subsidiary may be dissolved or liquidated, including through an insolvency, bankruptcy or equivalent proceeding.

(b) Consummate a Division as the Dividing Person, without the prior written consent of the Administrative Agent. Without limiting the foregoing, if any Loan Party that is a limited liability company consummates a Division (with or without the prior consent of Administrative Agent as required above), each Division Successor shall be required to comply with the obligations set forth in Section 6.12 and the other further assurances obligations set forth in the Loan Documents and become a Loan Party under this Agreement and the other Loan Documents.

7.05 Dispositions. Make any Disposition or enter into any agreement to make any Disposition, except:

(a) Dispositions of obsolete or worn out property, or property (including Intellectual Property) that is no longer used or useful in the business of the Borrower and its Subsidiaries whether now owned or hereafter acquired, in each case, in the ordinary course of business (it being understood that this clause (a) does not include the liquidation of any Store or the inventory and other assets located therein);

(b) Dispositions of inventory and goods held for sale in the ordinary course of business;

(c) Dispositions of equipment or Real Estate to the extent that such property is exchanged for credit against all or a portion of the purchase price of similar replacement property and, if such property is Collateral, then such replacement property is made subject to Liens and security interests in favor of the Collateral Agent for the benefit of the Credit Parties;

(d) Dispositions of property by any Subsidiary to the Borrower or to a wholly-owned Subsidiary; provided that if the transferor of such property is a Subsidiary Guarantor, the transferee thereof must either be the Borrower or a Subsidiary Guarantor or an Investment permitted under Section 7.03;

(e) to the extent constituting a Disposition, Liens permitted by Section 7.01, Investments permitted by Section 7.03, and Restricted Payments permitted by Section 7.06;

(f) bulk sales or other dispositions of the Inventory of the Borrower or a Subsidiary not in the ordinary course of business in connection with Store closings, at arm's length, provided, that such Store closures and related Inventory dispositions shall not exceed (i) in any Fiscal Year, ten percent (10%) of the number of the Borrower's and its Subsidiaries' Stores as of the beginning of such Fiscal Year (net of new Store openings in such Fiscal Year) and (ii) in the aggregate from and after the Closing Date, twenty-five percent (25%) of the number of the Borrower's and its Subsidiaries' Stores in existence as of the Closing Date (net of new Store openings), provided, that all sales of Inventory in connection with Store closings in excess of ten (10) Store closings in any three month period, shall be in accordance with liquidation agreements and with professional liquidators reasonably acceptable to the Administrative Agent; provided, further that all Net Cash Proceeds received in connection therewith are applied to the Obligations if then required hereunder;

(g) grants of (A) licenses of Intellectual Property of over-the-counter software that is commercially available to the public, (B) non-exclusive licenses for the use of the Intellectual Property of Borrower or any of its Subsidiaries entered into in the ordinary course of business, (C) licenses of Intellectual Property that could not result in a legal transfer of the licensed property but that may be exclusive as to territory only as to discrete geographical areas outside of the United States, and (D) licenses of Intellectual Property that may be exclusive as to particular field of use to the extent such licenses do not materially adversely interfere with the business of the Borrower and its Subsidiaries, taken as a whole;

(h) other Dispositions (other than Dispositions of assets constituting ABL Priority Collateral, unless the Administrative Agent has provided prior written consent to any such Disposition) by the Borrower or any of the Subsidiaries in an aggregate principal amount not to exceed \$5.0 million in the aggregate; and

(i) licenses for the conduct of licensed departments (other than to an Affiliate of any Loan Party) within any Store in the ordinary course of business;

provided, however, that any Disposition pursuant to clauses (a) through (d), and clause (f) shall be for fair market value.

Notwithstanding the foregoing or anything else in this Agreement or the other Loan Documents to the contrary, no Disposition consisting of Material Intellectual Property may be made from any Loan Party to any Subsidiary that is not a Guarantor (other than licensing or sublicensing of such Material Intellectual

Property made in the ordinary course of business and consistent with past practice, provided such licensing or sublicensing is not an exclusive license).

7.06 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, except that:

(a) each Subsidiary of the Borrower may make Restricted Payments to any other Loan Party (other than Holdings);

(b) the Borrower and each of its Subsidiaries may declare and make dividend payments or other distributions payable solely in the common or preferred stock or other common or preferred Equity Interests of such Person (other than Disqualified Equity Interests); provided that such Equity Interests shall be pledged to the Collateral Agent to the extent required by Section 6.12 hereof;

(c) to the extent constituting Restricted Payments, Holdings and its Subsidiaries may enter into and consummate Investments permitted by Section 7.03, and the Borrower may make Restricted Payments to Holdings, the proceeds of which shall be used to make payments permitted under Section 7.08(c) (but only to the extent such payments have not been and are not expected to be made by the Borrower or a Subsidiary);

(d) the Borrower may declare and pay cash dividends to Holdings in an amount not to exceed an amount necessary to permit Holdings to pay (i) reasonable and customary corporate and operating expenses relating to maintaining its ownership interest in the Borrower (including reasonable out-of-pocket expenses for legal, administrative and accounting services provided by third parties, and compensation, benefits and other amounts payable to officers and employees in connection with their employment in the ordinary course of business and to board of director observers), (ii) franchise Taxes and similar fees required to maintain its corporate existence, (iii) any income Taxes imposed on Holdings or its direct or indirect parent of Holdings as the common parent of a consolidated, combined or similar Tax group of which the Borrower and/or its Subsidiaries are members, up to an amount not to exceed the amount of any such income Taxes that the Borrower and its Subsidiaries would have been required to pay on a separate company (or a stand-alone Tax group) basis (reduced by any income Taxes paid directly by the Borrower or its Subsidiaries); provided that in determining the hypothetical income Tax liability of the Borrower and/or its Subsidiaries on a separate company (or a stand-alone Tax group) basis for the purpose of clause (iii), any interest expense on any Indebtedness incurred by Holdings shall be treated as the interest expense of the Borrower; and (iv) all costs or fees incurred in compliance with or in anticipation of compliance with Securities Laws and state securities Laws;

(e) Borrower may (or make Restricted Payments to allow Holdings or any direct or indirect parent thereof to) repurchase, redeem or otherwise acquire or retire shares of its capital stock held by officers, directors or employees of Holdings or any Subsidiary (or their estates or trusts) following the death, disability or termination of employment of any such Person and, so long as no Default shall have occurred and be continuing (or would result therefrom), the Borrower may pay dividends to Holdings to permit such repurchase, redemption, retirement or acquisition; provided that the aggregate amount of payments to Holdings by the Borrower under this clause (d) will not exceed \$2.5 million in any Fiscal Year of the Borrower (with any unused portion of such scheduled amount available for use in any succeeding Fiscal Year);

(f) repurchases of Equity Interests (i) deemed to occur upon exercise of stock options or warrants or similar rights to the extent such Equity Interests represent a portion of the exercise price of such options or warrants or similar rights; or (ii) in consideration of withholding or similar Taxes payable

by any future, present or former employee, director, manager or consultant (or any spouses, former spouses, successors, executors, administrators, heirs, legatees or distributees of any of the foregoing), including deemed repurchases in connection with the exercise of stock options; and

(g) other Restricted Payments, so long as the Payment Conditions have been satisfied.

7.07 Change in Nature of Business. Engage in any material line of business substantially different from those lines of business conducted by the Borrower and the Subsidiaries on the date hereof or any business reasonably related or ancillary thereto.

7.08 Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of the Loan Parties, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to the Loan Parties or such Subsidiary as would be obtainable by the Loan Parties or such Subsidiary at the time in a comparable arm's length transaction with a Person other than an Affiliate; provided that the foregoing restriction shall not apply to:

(a) transactions among the (i) Loan Parties, (ii) any Subsidiaries of Holdings that are not Loan Parties or (iii) the Loan Parties, on the one hand, and any Subsidiary that is not a Loan Party, on the other hand, that are at least as favorable to the Loan Parties as could be obtained in an arm's-length transaction from an unaffiliated party;

(b) (i) any Indebtedness permitted by Section 7.02(b); (ii) any Investments permitted by Section 7.03, (iii) any Disposition permitted by Section 7.05 and (iii) any Restricted Payment permitted by Section 7.06;

(c) so long as no Event of Default has occurred and is continuing or would result therefrom, the payment of Transaction Expenses;

(d) employment, consulting and severance agreements'

(e) loans and advances permitted by Section 7.03(b);

(f) payment of directors' fees, expenses and indemnities;

(g) incurrence of Subordinated Indebtedness by the Loan Parties to the Equity Investors otherwise permitted hereunder or the issuance of Equity Interests by Holdings to the Equity Investors; provided that no such Equity Interests may constitute Disqualified Equity Interests.

(h) transactions with joint ventures permitted hereunder for the purchase or sale of goods and services entered into in the ordinary course of business on terms no less favorable to the Loan Parties or such Subsidiary as would be obtainable by the Loan Parties or such Subsidiary at the time in a comparable arm's length transaction; and

(i) to the extent constituting Affiliates of the Loan Parties, transactions with the Term Loan Lenders in their respective capacities as such.

7.09 Burdensome Agreements. Enter into or permit to exist any Contractual Obligation (other than this Agreement or any other Loan Document) that (a) limits the ability (i) of any Subsidiary of Borrower to make Restricted Payments to any Loan Party or to otherwise transfer property to or invest in any Loan Party, except for any agreement in effect (A) on the date hereof and set forth on Schedule 7.09

and any modification, replacement, renewal, reinvestment or extension of any of the foregoing or (B) at the time any Person becomes a Subsidiary of Borrower, so long as such agreement was not entered into solely in contemplation of such Person becoming a Subsidiary of Borrower, (ii) of any Subsidiary of Borrower to Guarantee the Indebtedness of the Borrower, (iii) of any Subsidiary of Borrower to make or repay loans to a Loan Party or (iv) of the Borrower or any Subsidiary to create, incur, assume or suffer to exist Liens on property of such Person; provided, however, that this clause (iv) shall not prohibit any negative pledge incurred or provided in favor of any holder of Indebtedness permitted under Section 7.02 solely to the extent any such negative pledge relates to the property financed by or the subject of such Indebtedness; or (b) requires the grant of a Permitted Lien to secure an obligation of such Person if a Permitted Lien is granted to secure another obligation of such Person. The foregoing restrictions shall not be violated by reason of (i) applicable Laws, (ii) this Agreement and the other Loan Documents, (iii) (A) the Term Loan Documents so long as the restrictions of the kind referred to in the previous sentence contained therein, taken as a whole, are not materially more restrictive than those contained in the Term Loan Documents, (B) the Swedish Credit Facility, or (C) documents governing Permitted Holdco Debt so long as the restrictions of the kind referred to in the previous sentence contained therein, taken as a whole, are no more restrictive than those contained herein, (iv) customary non-assignment provisions of any contract, lease or license of the Borrower or any Subsidiary of the Borrower, (v) customary restrictions on a Subsidiary imposed pursuant to an agreement entered into for the sale or disposition of all or substantially all the Equity Interests or assets of a Subsidiary pending the closing of such sale or disposition (so long as such sale or disposition is permitted hereunder), (vi) customary provisions in joint venture agreements and other similar agreements applicable to joint ventures entered into in the ordinary course of business, (vii) documents that represent Indebtedness of a Subsidiary that is not a Loan Party that is permitted by Section 7.02 to the extent such restriction applies only to such Subsidiary, (viii) documents that comprise restrictions imposed by any agreement governing Indebtedness entered into after the Closing Date and permitted under Section 7.02 that are, taken as a whole, in the good faith judgment of the Borrower, no more restrictive with respect to the Borrower or any Subsidiary than customary market terms for Indebtedness of such type (and, in any event, are no more restrictive than the restrictions contained in this Agreement), so long as the Borrower shall have determined in good faith that such restrictions will not affect its obligation or ability to make any payments or grant any Liens required hereunder or (ix) any restrictions under any agreement that amends, refinances or replaces any agreement containing restrictions permitted under the preceding clauses provided that the terms and conditions are no less favorable taken as a whole to the Subsidiary.

7.10 Amendments of Material Indebtedness. Amend, modify or waive any of the Loan Party's rights under any Material Indebtedness (other than the Term Facility or on account of any refinancing thereof otherwise permitted hereunder), in each case, to the extent that such amendment, modification or waiver would, taken as a whole, would reasonably be likely to have a Material Adverse Effect. For the avoidance of doubt, any amendment, modification or waiver of the Loan Party's rights under the Term Facility shall be subject to the Intercreditor Agreement.

7.11 Accounting Changes. Make any change in their Fiscal Year; provided, however, that Holdings and the Borrower may, upon written notice to the Administrative Agent, change its fiscal year to any other fiscal year reasonably acceptable to the Administrative Agent, in which case, Holdings, the Borrower and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary to reflect such change in Fiscal Year.

7.12 Prepayments, Etc. of Indebtedness. Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner any Indebtedness, or make any payment in violation of any subordination terms of any Subordinated Indebtedness, except (a) regularly scheduled or mandatory repayments or redemptions of Permitted Indebtedness (other than Subordinated Indebtedness), (b) payments of principal and/or interest in respect of Subordinated Indebtedness, solely to the extent expressly

permitted by the applicable subordination agreement, and (c) voluntary prepayments of Permitted Indebtedness so long as the Payment Conditions are satisfied.

7.13 Holding Company. In the case of Holdings, engage in any business or activity other than (a) the ownership of all outstanding Equity Interests in the Borrower, (b) maintaining its corporate existence, (c) participating in Tax, accounting and other administrative activities as the parent of the Consolidated group of companies, including the Loan Parties, (d) the execution and delivery of the Loan Documents, the Term Loan Documents, and any other agreements governing other Indebtedness of the Borrower and its Subsidiaries not otherwise prohibited hereunder and agreements governing Permitted Holdco Debt, in each case, to which it is a party and the performance of its obligations thereunder, (e) any public offering of its common stock or any other issuance of its Equity Interests or any transaction permitted under Section 7.04, (f) holding any cash or property received in connection with Restricted Payments made by the Borrower in accordance with Section 7.06 pending application thereof by Holdings, (g) providing indemnification to officers and directors, (h) any activities in connection with the Transactions and (i) activities incidental to the businesses or activities described in clauses (a) through (h) of this Section.

7.14 Deposit Accounts. Open new DDAs or Controlled Accounts unless the Loan Parties shall have delivered to the Collateral Agent appropriate Control Agreements consistent with the provisions of Section 6.13, and otherwise satisfactory to the Collateral Agent; provided, however, that Control Agreements shall not be required for any Excluded Account. No Loan Party shall maintain any bank accounts or enter into any agreements with credit card processors other than the ones expressly contemplated herein or in Section 6.13 hereof.

7.15 Minimum Availability. The Borrower shall not permit Excess Availability at any time to be less than 10.0% of the lesser of (x) the Borrowing Base and (y) the Aggregate Commitments.

7.16 Sale and Leaseback Transactions. Enter into any arrangement, directly or indirectly, with any person whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred.

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrower or any other Loan Party fails to (i) pay when and as required to be paid herein, any amount of principal of any Loan or any L/C Obligation, or deposit any funds as cash collateral in respect of L/C Obligations, or (ii) pay within three Business Days after the same becomes due, any interest on any Loan or on any L/C Obligation, or any fee due hereunder, or (iii) pay within five days after the same becomes due, any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants with no Cure Period. Any Loan Party or any of its Subsidiaries fails to perform or observe any term, covenant or agreement applicable to it contained in any of 6.02(c), 6.03(a), 6.05(a) (solely as it relates to the Borrower), 6.11, 6.13, 6.19 or Article VII; or

(c) Specific Covenants with Five-Day Cure Period. Any Loan Party or any of its Subsidiaries fails to perform or observe any term, covenant or agreement applicable to it contained in any of Section 6.01, 6.02 (other than clause (c)), 6.03 (other than clause (a)), 6.05(a) (solely as it relates to any

Loan Party or Subsidiary other than the Borrower), 6.05 (other than clause (a)), 6.07 or 6.15, and such failure continues for five Business Days; or

(d) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in Section 8.01(a), (b) or (c) above) contained in any Loan Document on its part to be performed or observed and such failure continues for 30 days following receipt of notice from the Administrative Agent or the Required Lenders; or

(e) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrower or any other Loan Party herein, in any other Loan Document, or in any document delivered in connection herewith or therewith (including, without limitation, any Borrowing Base Calculation) shall be incorrect or misleading in any material respect when made or deemed made; or

(f) Cross-Default. (i) Any Loan Party or any Subsidiary thereof (A) fails to make any payment beyond the applicable grace period if any (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Material Indebtedness, or (B) fails to observe or perform any other agreement or condition relating to any such Material Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such Guarantee to become payable or cash collateral in respect thereof to be demanded; provided that this paragraph (f) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness; or (ii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which a Loan Party or any Subsidiary thereof is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which a Loan Party or any Subsidiary thereof is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by such Loan Party or such Subsidiary as a result thereof is greater than \$20.0 million; or

(g) Insolvency Proceedings, Etc. Any Loan Party or any Material Subsidiary institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for 60 calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding; or

(h) Inability to Pay Debts; Attachment. (i) Any Loan Party or any Material Subsidiary becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within 30 days after its issue or levy; or

(i) Judgments. There is entered against any Loan Party or any Material Subsidiary and remains unpaid one or more final judgments or orders for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding \$20.0 million (to the extent not covered by independent third-party insurance as to which the insurer is rated at least “A” by A.M. Best Company, has been notified of the potential claim and does not dispute coverage) and (i) enforcement proceedings are commenced by any creditor upon such judgment or order, or (ii) there is a period of 30 consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(j) ERISA. An ERISA Event occurs or any substantially similar event occurs with respect to a Foreign Plan (that would have been an ERISA Event had the Foreign Plan been subject to ERISA and that gives rise to liability under analogous foreign law) which, together with all other ERISA Events (or such substantially similar events with respect to Foreign Plans) that have occurred, has resulted or could reasonably be expected to result in a Material Adverse Effect; or

(k) Invalidity of Loan Documents. Any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect against Holdings, the Borrower or any Material Subsidiary; or any Loan Party contests in any manner the validity or enforceability of any provision of any Loan Document; or any Loan Party denies that it has any or further liability or obligation under any provision of any Loan Document (other than as a result of repayment in full of the Obligations), or purports to revoke, terminate or rescind any provision of any Loan Document; or seeks to avoid, limit or otherwise adversely affect any Lien purported to be created under any Collateral Document; or

(l) Change of Control. There occurs any Change of Control; or

(m) Collateral Documents. Any Collateral Document after delivery thereof pursuant to Article IV, Section 6.12, or Section 6.12 shall for any reason (other than pursuant to the terms thereof) cease (or shall be asserted by any Loan Party or, in the reasonable discretion of the Administrative Agent, any other Person not) to create a valid and perfected First Priority Lien or Second Priority Lien, as applicable (subject to Liens permitted by Section 7.01, to the extent expressly permitted to be senior to such Liens), on the Collateral purported to be covered thereby, either (i) with an aggregate fair market value for such Collateral of (A) \$2.0 million or more, in the case of Term Priority Collateral, or (B) \$1.0 million or more, in the case of ABL Priority Collateral or (ii) consisting of amounts on deposit with Controlled Account Banks or of the type included in the Borrowing Base in an amount of more than \$100,000.

8.02 Remedies upon Event of Default. If any Event of Default occurs and is continuing, the Administrative Agent may (and at the request of, or with the consent of, the Required Lenders, shall) take any or all of the following actions:

(a) declare the commitment of each Lender to make Loans and any obligation of each L/C Issuer to make L/C Credit Extensions to be terminated, whereupon such commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Loan Parties;

(c) whether or not the maturity of the Obligations shall have been accelerated pursuant hereto, proceed to protect, enforce and exercise all rights and remedies under this Agreement, any of the other Loan Documents or applicable Law, including, but not limited to, by suit in equity, action at law or other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Agreement and the other Loan Documents or any instrument pursuant to which the Obligations are evidenced, and, if such amount shall have become due, by declaration or otherwise, proceed to enforce the payment thereof or any other legal or equitable right of the Credit Parties; and

(d) require that the Loan Parties provide Letter of Credit Cash Collateralization in accordance with Section 2.03(n);

provided, however that, upon the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States, the obligation of each Lender to make Loans and any obligation of the L/C Issuers to make L/C Credit Extensions shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, and the obligation of the Loan Parties to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, in each case without further act of the Administrative Agent or any Lender.

8.03 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to Section 8.02), or after the commencement of any Liquidation, subject to the terms of the Intercreditor Agreement, any amounts received on account of the Obligations shall be applied (by the Administrative Agent as hereby instructed so to apply) in the following order:

First, to payment in full of that portion of the Obligations constituting fees, indemnities, Credit Party Expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and the Collateral Agent and amounts payable under Article III) payable to the Administrative Agent and the Collateral Agent, each in its capacity as such;

Second, to payment in full of that portion of the Obligations constituting indemnities, Credit Party Expenses, and other amounts (other than principal, interest and fees) payable to the Lenders and the L/C Issuers (including fees, charges and disbursements of counsel to the respective Lenders and the L/C Issuers and amounts payable under Article III), ratably among them in proportion to the amounts described in this clause Second payable to them in their capacities as such;

Third, to payment in full to the Swing Line Lender of that portion of the Obligations constituting accrued and unpaid interest on the Swing Line Loans;

Fourth, to payment in full of that portion of the Obligations constituting accrued and unpaid interest on the Loans, Letter of Credit Disbursements and other Obligations, and fees (including Letter of Credit Fees), ratably among the Lenders and the L/C Issuers in proportion to the respective amounts described in this clause Fourth payable to them in their capacities as such;

Fifth, to payment in full to the Swing Line Lender of that portion of the Obligations constituting unpaid principal of the Swing Line Loans;

Sixth, to payment in full of that portion of the Obligations constituting unpaid principal of the Loans and Letter of Credit Disbursements, ratably among the Lenders and the L/C Issuers in proportion to the respective amounts described in this clause Sixth held by them in their capacities as such;

Seventh, to the Administrative Agent for the account of the L/C Issuers, to Cash Collateralize in full that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit;

Eighth, [reserved];

Ninth, to payment in full of all other Obligations, ratably among the Credit Parties in proportion to the respective amounts described in this clause Ninth held by them; and

Last, the balance, if any, after all of the Obligations have been paid in full, to the applicable Loan Parties or as otherwise required by Law.

Subject to Section 2.03, amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause Seventh above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above.

Notwithstanding the foregoing, amounts received from the Borrower or any Guarantor that is not a “eligible contract participant” under the Commodity Exchange Act and the regulations promulgated thereunder shall not be applied to the Obligations that are Excluded Swap Obligations (it being understood, that in the event that any amount is applied to Obligations other than Excluded Swap Obligations as a result of this sentence, the Administrative Agent shall, to the extent permitted by law, make such adjustments as it determines are appropriate to distributions pursuant to clause Ninth above from amounts received from “eligible contract participants” under the Commodity Exchange Act and the regulations promulgated thereunder to ensure, as nearly as possible, that the proportional aggregate recoveries with respect to Obligations described in clause Ninth above by the holders of any Excluded Swap Obligations are the same as the proportional aggregate recoveries with respect to other Obligations pursuant to clause Ninth above).

ARTICLE IX ADMINISTRATIVE AGENT

9.01 Appointment and Authority.

(a) Each of the Lenders and each L/C Issuer hereby irrevocably appoints Eclipse to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders and the L/C Issuers, and neither the Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions.

(b) The Administrative Agent shall also act as the Collateral Agent under the Loan Documents, and each of the Lenders (in its capacities as a Lender), Swing Line Lender (if applicable) and each L/C Issuer hereby irrevocably appoints and authorizes the Collateral Agent to act as the agent of such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably

incidental thereto. In this connection, the Collateral Agent and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Agent pursuant to Section 9.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Agents, shall be entitled to the benefits of all provisions of this Article IX and Article XI (including Section 11.04(c), as though such co-agents, sub-agents and attorneys-in-fact were the Collateral Agent under the Loan Documents) as if set forth in full herein with respect thereto.

(c) Each of the Lenders, for itself and on behalf of any of its Affiliates, and each L/C Issuer hereby irrevocably appoints Eclipse, in its capacity as Administrative Agent and Collateral Agent and to take such actions on its behalf and to exercise such powers as are delegated to Eclipse, in its capacity as Administrative Agent and Collateral Agent, by the terms hereof, together with such actions and powers as are reasonably incidental thereto.

9.02 Rights as a Lender. The Person serving as the Administrative Agent and Collateral Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent or the Collateral Agent and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent and Collateral Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent or the Collateral Agent hereunder and without any duty to account therefor to the Lenders.

9.03 Exculpatory Provisions. The Agents shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Agents:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent or Collateral Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent and the Collateral Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent or the Collateral Agent to liability or that is contrary to any Loan Document or applicable Law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or the Collateral Agent or any of its Affiliates in any capacity.

The Agents shall not be liable for any action taken or not taken by them (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Agents shall believe in good faith shall be necessary, under the circumstances as provided in Sections 11.01 and 8.02) or (ii) in the absence of their own gross negligence or willful

misconduct. The Agents shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent by the Borrower, a Lender or any L/C Issuer.

The Agents shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Collateral Documents, (v) the value or the sufficiency of any Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Agents.

9.04 Reliance by Agents. The Agents shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by them to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Agents also may rely upon any statement made to them orally or by telephone and believed by them to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the L/C Issuers, the Administrative Agent may presume that such condition is satisfactory to such Lender or such L/C Issuer unless the Administrative Agent shall have received notice to the contrary from such Lender or such L/C Issuer prior to the making of such Loan or the issuance of such Letter of Credit. The Agents may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by them, and shall not be liable for any action taken or not taken by them in accordance with the advice of any such counsel, accountants or experts.

9.05 Delegation of Duties. The Agents may perform in any and all of their duties and exercise their rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent or the Collateral Agent, as applicable. The Agents and any such sub-agent may perform any and all of their duties and exercise their rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Agents and any such sub-agent, and shall apply to their respective activities as Administrative Agent or Collateral Agent.

9.06 Resignation of Agents. The Agents may at any time give notice of its resignation to the Lenders, the L/C Issuers and the Borrower, including the effective date of such resignation which may be not less than 30 days from the date of such notice. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, with the consent of the Borrower at all times other than during the existence of an Event of Default (which consent shall not be unreasonably withheld or delayed), to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agents give notice of their resignation, then the retiring Agents may on behalf of the Lenders and the L/C Issuers, appoint a successor Administrative Agent and Collateral Agent meeting the qualifications set forth above; provided that if the Agents shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (a) the retiring Agents shall be discharged from their duties and obligations hereunder and under the other Loan Documents

(except that in the case of any collateral security held by the Collateral Agent on behalf of the Lenders or the L/C Issuers under any of the Loan Documents, the retiring Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed) and (b) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and each L/C Issuer directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section 9.06. Upon the acceptance of a successor's appointment as Administrative Agent and Collateral Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent and Collateral Agent, and the retiring Administrative Agent and Collateral Agent shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section 9.06). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's or Collateral Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article IX and Section 11.04 shall continue in effect for the benefit of such retiring Administrative Agent and Collateral Agent, their respective sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent and Collateral Agent was acting as Administrative Agent and Collateral Agent.

9.07 Non-Reliance on Agents and Other Lenders. Each Lender and each L/C Issuer acknowledges that it has, independently and without reliance upon the Agents, the Arranger or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and each L/C Issuer also acknowledges that it will, independently and without reliance upon the Agents, the Arranger or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder. Except as provided in Section 9.12, the Agents and the Arranger shall not have any duty or responsibility to provide any Lender with any other credit or other information concerning the affairs, financial condition or business of any Loan Party that may come into the possession of the Agents and the Arranger.

9.08 No Other Duties, Etc. Anything herein to the contrary notwithstanding, no Arranger listed on the cover page hereof shall (i) have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, the Collateral Agent, a Lender or any L/C Issuer hereunder or (ii) any fiduciary relationship with the Lenders, the Borrower or any other Person pursuant to the Loan Documents.

9.09 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the L/C Issuers and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the L/C Issuers and the Administrative Agent and

their respective agents and counsel and all other amounts due the Lenders, the L/C Issuers and the Administrative Agent under Sections 2.07, and 11.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and each L/C Issuer to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders and the L/C Issuers, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.07 and 11.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or any L/C Issuer any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or any L/C Issuer to authorize the Administrative Agent to vote in respect of the claim of any Lender or any L/C Issuer in any such proceeding.

9.10 Collateral and Guaranty Matters. The Lenders and the L/C Issuers irrevocably authorize the Agents, at their option and in their discretion,

(a) to release any Lien on any property granted to or held by the Collateral Agent under any Loan Document (i) upon termination of the Aggregate Commitments and payment in full of all Obligations (other than contingent indemnification obligations for which no claim has then been asserted) and the expiration or termination of all Letters of Credit, (ii) that is sold or to be sold as part of or in connection with any sale permitted hereunder or under any other Loan Document to a Person that is not a Loan Party, or (iii) if approved, authorized or ratified in writing in accordance with Section 11.01;

(b) to release any Guarantor from its obligations hereunder if such Person ceases to be a Subsidiary as a result of a transaction permitted hereunder; and

(c) to subordinate any Lien on any property granted to or held by the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 7.01(i).

Upon request by the Agents at any time, the Required Lenders will confirm in writing the Agents' authority to release or subordinate their interest in particular types or items of property, or to release any Guarantor from its obligations hereunder pursuant to this Section 9.10. In each case as specified in this Section 9.10, the Administrative Agent or the Collateral Agent, as applicable, will, at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Collateral Documents or to subordinate its interest in such item, or to release such Guarantor from its obligations hereunder, in each case in accordance with the terms of the Loan Documents and this Section 9.10.

9.11 Notice of Transfer. The Agents may deem and treat a Lender party to this Agreement as the owner of such Lender's portion of the Obligations for all purposes, unless and until, and except to the extent, an Assignment and Assumption shall have become effective as set forth in Section 11.06.

9.12 Reports and Financial Statements. By signing this Agreement, each Lender:

(a) [reserved];

(b) is deemed to have requested that the Administrative Agent furnish such Lender, promptly after they become available, copies of all Borrowing Base Calculations, financial statements required to be delivered by the Borrower hereunder and all collateral field examinations and appraisals of the Collateral received by the Agents (collectively, the “**Reports**”), and the Administrative Agent further agrees to deliver other information delivered pursuant to Section 6.02 upon the reasonable request of such Lender;

(c) expressly agrees and acknowledges that the Agents (i) make no representation or warranty as to the accuracy of the Reports, and (ii) shall not be liable for any information contained in any Report;

(d) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that the Agents or any other party performing any audit or examination will inspect only specific information regarding the Loan Parties and will rely significantly upon the Loan Parties’ books and records, as well as on representations of the Loan Parties’ personnel;

(e) agrees to keep all Reports confidential in accordance with the provisions of Section 11.07, or use any Report in any other manner; and

(f) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold the Agents and any such other Lender preparing a Report harmless from any action the indemnifying Lender may take or conclusion the indemnifying Lender may reach or draw from any Report in connection with any Credit Extensions that the indemnifying Lender has made or may make to the Borrower, or the indemnifying Lender’s participation in, or the indemnifying Lender’s purchase of, a Loan or Loans of the Borrower; and (ii) to pay and protect, and indemnify, defend, and hold the Agents and any such other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including attorney costs) incurred by the Agents and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

9.13 Agency for Perfection. Each Lender hereby appoints each other Lender as agent for the purpose of perfecting Liens for the benefit of the Agents and the Lenders, in assets which, in accordance with Article 9 of the UCC or any other applicable Law can be perfected only by possession. Should any Lender (other than the Agents) obtain possession of any such Collateral, such Lender shall notify the Agents thereof, and, promptly upon the Collateral Agent’s request therefor shall deliver such Collateral to the Collateral Agent or otherwise deal with such Collateral in accordance with the Collateral Agent’s instructions.

9.14 Indemnification of Agents. The Lenders agree to indemnify the Agents (to the extent not reimbursed by the Loan Parties and without limiting the obligations of Loan Parties hereunder), ratably according to their respective Applicable Percentages, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against any Agent in any way relating to or arising out of this Agreement or any other Loan Document or any action taken or omitted to be taken by any Agent in connection therewith; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from such Agent’s gross negligence or willful misconduct as determined by a final and nonappealable judgment of a court of competent jurisdiction.

9.15 Withholding Tax. To the extent required by any applicable law, the Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. If the Internal Revenue Service or any other authority of the United States or other jurisdiction asserts a claim that the Agent did not properly withhold Tax from amounts paid to or for the account of any Lender for any reason (including, without limitation, because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Agent of a change in circumstance that rendered the exemption from, or reduction of withholding Tax ineffective), such Lender shall indemnify and hold harmless the Agent (to the extent that the Agent has not already been reimbursed by the Borrower and without limiting the obligation of the Borrower to do so) for all amounts paid, directly or indirectly, by the Agent as Tax or otherwise, including any interest, additions to Tax or penalties thereto, together with all expenses incurred, including legal expenses and any other out-of-pocket expenses, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error.

9.16 Relation Among Lenders. The Lenders are not partners or co-venturers, and no Lender shall be liable for the acts or omissions of, or (except as otherwise set forth herein in case of the Agents) authorized to act for, any other Lender.

9.17 Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of the Plan Asset Regulations or otherwise) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Commitments,

(ii) the prohibited transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable so as to exempt from the prohibitions of ERISA Section 406 and Code Section 4975 such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement and the conditions for exemptive relief thereunder are and will continue to be satisfied in connection therewith,

(iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of

subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that none of the Administrative Agent or its Affiliates is a fiduciary with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto).

(c) The Administrative Agent hereby informs the Lenders that each such Person is not undertaking to provide investment advice or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Letters of Credit, the Commitments, this Agreement and any other Loan Documents, (ii) may recognize a gain if it extended the Loans, the Letters of Credit or the Commitments for an amount less than the amount being paid for an interest in the Loans, the Letters of Credit or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

9.18 Erroneous Payments.

(a) Each Lender and L/C Issuer hereby agrees that (x) if the Administrative Agent notifies such Lender or L/C Issuer that the Administrative Agent has determined in its sole discretion that any funds received by such Lender or L/C Issuer from the Administrative Agent or any of its Affiliates (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a "**Payment**") were erroneously transmitted to such Lender or L/C Issuer (whether or not known to such Lender or L/C Issuer), and demands the return of such Payment (or a portion thereof), such Lender or L/C Issuer shall promptly, but in no event later than one (1) Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender or L/C Issuer to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect, and (y) to the extent permitted by applicable law, such Lender or L/C Issuer shall not assert, and hereby waives, as to the Administrative Agent, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Payments received, including without limitation any defense based on "discharge for value" or any

similar doctrine. A notice of the Administrative Agent to any Lender or L/C Issuer under this Section 9.18(a) shall be conclusive, absent manifest error.

(b) Each Lender and L/C Issuer hereby further agrees that if it receives a Payment from the Administrative Agent or any of its Affiliates (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Payment (a "**Payment Notice**") or (y) that was not preceded or accompanied by a Payment Notice, it shall be on notice, in each such case, that an error has been made with respect to such Payment. Each Lender and L/C Issuer agrees that, in each such case, or if it otherwise becomes aware a Payment (or portion thereof) may have been sent in error, such Lender or L/C Issuer shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one (1) Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender or L/C Issuer to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(c) The Borrower and each other Loan Party hereby agrees that (x) in the event an erroneous Payment (or portion thereof) are not recovered from any Lender or L/C Issuer that has received such Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Lender or L/C Issuer with respect to such amount and (y) an erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Loan Party, except, in each case, to the extent such erroneous Payment (or any portion thereof) is, and solely with respect to the amount of such erroneous Payment that is comprised of funds of a Loan Party. Notwithstanding anything to the contrary herein or in any other Loan Document, the provisions of this Section 9.18 relating to Payments (including the preceding two paragraphs and this paragraph) shall not constitute, create or otherwise alter the Obligations on the part of the Loan Parties under the Loan Documents or otherwise.

(d) Each party's obligations under this Section 9.18 shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender or L/C Issuer, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations under any Loan Document.

9.19 Intercreditor Agreement. The parties hereto acknowledge and agree that: (a) each Agent shall be subject to the terms of the Intercreditor Agreement as if each Agent was a party thereto as an "ABL Agent" (as defined in the Intercreditor Agreement) and (b) each Agent, acting in the capacity as an ABL Agent, is authorized to perform and take or refrain from taking any actions, and providing any consents or directions, in connection with the Intercreditor Agreement.

ARTICLE X CONTINUING GUARANTY

10.01 Guaranty. Each Guarantor hereby absolutely and unconditionally guarantees, as a guaranty of payment and performance and not merely as a guaranty of collection, prompt payment when due, whether at stated maturity, by required prepayment, upon acceleration, demand or otherwise, and at all times thereafter, of any and all of the Obligations, whether for principal, interest, premiums, fees, indemnities, damages, costs, expenses or otherwise, of the Borrower to the Credit Parties, arising hereunder and under the other Loan Documents (including all renewals, extensions, amendments, refinancings and other

modifications thereof and all costs, attorneys' fees and expenses incurred by the Credit Parties in connection with the collection or enforcement thereof). The Administrative Agent's books and records showing the amount of the Obligations shall be admissible in evidence in any action or proceeding, and shall be binding upon each Guarantor, and conclusive for the purpose of establishing the amount of the Obligations. This Guaranty shall not be affected by the genuineness, validity, regularity or enforceability of the Obligations or any instrument or agreement evidencing any Obligations, or by the existence, validity, enforceability, perfection, non-perfection or extent of any collateral therefor, or by any fact or circumstance relating to the Obligations which might otherwise constitute a defense to the obligations of any Guarantor under this Guaranty, and each Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to any or all of the foregoing.

Each Qualified ECP Guarantor (including the Borrower) hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of each such Loan Party's obligations (a) in respect of Swap Contracts to which it is a party and (b) under this Guaranty in respect of Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 10.01 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 10.01, or otherwise under this Guaranty, as it relates to such other Loan Party, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section shall remain in full force and effect until the termination of this Guaranty in accordance with Section 10.06 hereof. Each Qualified ECP Guarantor intends that this Section 10.01 constitute, and this Section 10.01 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

10.02 Rights of Lenders. Each Guarantor consents and agrees that the Credit Parties may, at any time and from time to time, without notice or demand, and without affecting the enforceability or continuing effectiveness hereof: (a) amend, extend, renew, compromise, discharge, accelerate or otherwise change the time for payment or the terms of the Obligations or any part thereof; (b) take, hold, exchange, enforce, waive, release, fail to perfect, sell, or otherwise dispose of any security for the payment of this Guaranty or any Obligations; (c) apply such security and direct the order or manner of sale thereof as the Administrative Agent and the Lenders in their sole discretion may determine; and (d) release or substitute one or more of any endorsers or other guarantors of any of the Obligations. Without limiting the generality of the foregoing, each Guarantor consents to the taking of, or failure to take, any action which might in any manner or to any extent vary the risks of such Guarantor under this Guaranty or which, but for this provision, might operate as a discharge of such Guarantor.

10.03 Certain Waivers. Each Guarantor waives (a) any defense arising by reason of any disability or other defense of the Borrower or any other Guarantor, or the cessation from any cause whatsoever (including any act or omission of any Credit Party) of the liability of the Borrower; (b) any defense based on any claim that such Guarantor's obligations exceed or are more burdensome than those of the Borrower; (c) the benefit of any statute of limitations affecting such Guarantor's liability hereunder; (d) any right to proceed against the Borrower, proceed against or exhaust any security for the Obligations, or pursue any other remedy in the power of any Credit Party whatsoever; (e) any benefit of and any right to participate in any security now or hereafter held by any Credit Party; and (f) to the fullest extent permitted by law, any and all other defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties. Each Guarantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Obligations, and all notices of acceptance of this Guaranty or

of the existence, creation or incurrence of new or additional Obligations. As provided below, this Guaranty shall be governed by, and construed in accordance with, the laws of the State of New York.

10.04 Obligations Independent. The obligations of each Guarantor hereunder are those of primary obligor, and not merely as surety, and are independent of the Obligations and the obligations of any other guarantor, and a separate action may be brought against each Guarantor to enforce this Guaranty whether or not the Borrower or any other person or entity is joined as a party.

10.05 Subrogation. No Guarantor shall exercise any right of subrogation, contribution, indemnity, reimbursement or similar rights with respect to any payments it makes under this Guaranty until all of the Obligations (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement) and any amounts payable under this Guaranty have been paid and performed in full and the Commitments and the Facility are terminated. If any amounts are paid to any Guarantor in violation of the foregoing limitation, then such amounts shall be held in trust for the benefit of the Credit Parties and shall forthwith be paid to the Credit Parties to reduce the amount of the Obligations, whether matured or unmatured.

10.06 Termination; Reinstatement. This Guaranty is a continuing and irrevocable guaranty of all Obligations now or hereafter existing and shall remain in full force and effect until all Obligations and any other amounts payable under this Guaranty are paid in full in cash (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement) and the Commitments and the Facility with respect to the Obligations are terminated. Notwithstanding the foregoing, this Guaranty shall continue in full force and effect or be revived, as the case may be, if any payment by or on behalf of the Borrower or any Guarantor is made, or any of the Credit Parties exercises its right of setoff, in respect of the Obligations and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by any of the Credit Parties in their discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Laws or otherwise, all as if such payment had not been made or such setoff had not occurred and whether or not the Credit Parties are in possession of or have released this Guaranty and regardless of any prior revocation, rescission, termination or reduction. The obligations of each Guarantor under this paragraph shall survive termination of this Guaranty.

10.07 Subordination. Each Guarantor hereby subordinates the payment of all obligations and indebtedness of the Borrower owing to such Guarantor, whether now existing or hereafter arising, including but not limited to any obligation of the Borrower to any Guarantor as subrogee of the Credit Parties or resulting from such Guarantor's performance under this Guaranty, to the indefeasible payment in full in cash of all Obligations (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement). If the Credit Parties so request, any such obligation or indebtedness of the Borrower to any Guarantor shall be enforced and performance received by such Guarantor as trustee for the Credit Parties and the proceeds thereof shall be paid over to the Credit Parties on account of the Obligations, but without reducing or affecting in any manner the liability of such Guarantor under this Guaranty.

10.08 Stay of Acceleration. If acceleration of the time for payment of any of the Obligations is stayed, in connection with any case commenced by or against any Guarantor or the Borrower under any Debtor Relief Laws, or otherwise, all such amounts shall nonetheless be payable by such Guarantor immediately upon demand by the Credit Parties.

10.09 Condition of Borrower. Each Guarantor acknowledges and agrees that it has the sole responsibility for, and has adequate means of, obtaining from the Borrower and any other guarantor such information concerning the financial condition, business and operations of the Borrower and any such other Guarantor as such Guarantor requires, and that none of the Credit Parties has any duty, and such Guarantor is not relying on the Credit Parties at any time to disclose to such Guarantor any information relating to the business, operations or financial condition of the Borrower or any other Guarantor (such Guarantor waiving any duty on the part of the Credit Parties to disclose such information and any defense relating to the failure to provide the same).

ARTICLE XI MISCELLANEOUS

11.01 Amendments, Etc. Subject to Section 3.02, no amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders and the Borrower or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall:

(a) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02) without the written consent of such Lender (it being understood that the waiver of any mandatory prepayment shall not constitute an extension or increase of any Commitment of any Lender);

(b) postpone any date fixed by this Agreement or any other Loan Document for (i) any payment of principal, interest, fees or other amounts due to the Lenders (or any of them) hereunder or under any of the other Loan Documents without the written consent of each Lender entitled to such payment (it being understood that the waiver of or amendment to the terms of any mandatory prepayment of the Loans shall not constitute a postponement of any date scheduled for the payment of principal or interest, or (ii) any scheduled or mandatory reduction of the Aggregate Commitments hereunder or under any other Loan Document without the written consent of each Lender;

(c) reduce the principal of, or the rate of interest specified herein on, any Loan or Letter of Credit Disbursements, or (subject to clause (iv) of the second proviso to this Section 11.01) any fees or other amounts payable hereunder or under any other Loan Document, without the written consent of each Lender entitled to such amount; provided, however, that only the consent of the Required Lenders shall be necessary to amend the definition of “Default Rate” or to waive any obligation of the Borrower to pay interest or Letter of Credit Fees at the Default Rate; provided further, however, changes to interest rates arising from changes to the definition of Borrowing Base shall be governed by clause (i) below;

(d) change Section 2.13 or Section 8.03 in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender;

(e) change any provision of this Section 11.01 or the definition of “Required Lenders” or “Supermajority Lenders” or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender (other than any Defaulting Lender);

(f) except as expressly permitted hereunder, release, or limit the liability of, any Loan Party without the written consent of each Lender (other than any Defaulting Lender);

(g) except for releases of Collateral in accordance with the provisions of Section 9.10 hereof (in which case, such release may be made by the Administrative Agent acting alone), release all or substantially all of the Collateral from the Liens of the Collateral Documents in any transaction or series of related transactions, without the written consent of each Lender (other than any Defaulting Lender);

(h) increase the Aggregate Commitments without the written consent of each Lender (other than any Defaulting Lender);

(i) change the definition of the term “Borrowing Base” or any component definition thereof if as a result thereof the amounts available to be borrowed by the Borrower would be increased, without the written consent of the Supermajority Lenders, provided that the foregoing shall not limit the discretion of the Administrative Agent to change, establish or eliminate any Reserves without the consent of any Lender;

(j) modify the definition of Permitted Overadvance so as to increase the amount thereof or, except as provided in such definition, the time period for a Permitted Overadvance without the written consent of the Supermajority Lenders;

(k) except as provided in Section 9.10(c), subordinate the Obligations hereunder or the Liens granted hereunder or under the other Loan Documents, to any other Indebtedness or Lien, as the case may be without the written consent of each Lender (other than any Defaulting Lender);

(l) modify this Section 11.01 or Section 8.03 without the written consent of each Lender (other than any Defaulting Lender);

and provided further, that (i) no amendment, waiver or consent shall, unless in writing and signed by the L/C Issuers in addition to the Lenders required above, affect the rights or duties of the L/C Issuers under this Agreement or any Issuer Document relating to any Letter of Credit issued or to be issued by it; (ii) no amendment, waiver or consent shall, unless in writing and signed by the Swing Line Lender in addition to the Lenders required above, affect the rights or duties of the Swing Line Lender under this Agreement; (iii) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document; (iv) no amendment, waiver or consent shall, unless in writing and signed by the Collateral Agent in addition to the Lenders required above, affect the rights or duties of the Collateral Agent under this Agreement or any other Loan Document; and (v) each Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto.

If any Lender does not consent to a proposed amendment, waiver, consent or release with respect to any Loan Document that requires the consent of each Lender or Supermajority Lenders and that has been approved by the Required Lenders, the Borrower may replace such non-consenting Lender in accordance with Section 11.13; provided that such amendment, waiver, consent or release can be effected as a result of the assignment contemplated by such Section (together with all other such assignments required by the Borrower to be made pursuant to this paragraph).

Notwithstanding anything to the contrary contained in this Section 11.01, if the Administrative Agent and the Borrower shall have jointly identified an obvious error (including, but not limited to, an incorrect cross-reference) or any error or omission of a technical or immaterial nature, in each case, in any provision of any Loan Document, then the Administrative Agent and/or the Collateral Agent (acting in their sole discretion) and the Borrower or any other relevant Loan Party shall be permitted to amend such

provision and such amendment shall become effective without any further action or consent of any other party to any Loan Document.

11.02 Notices; Effectiveness; Electronic Communications.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to Holdings, the Borrower, any Loan Party, the Administrative Agent, the Collateral Agent, the L/C Issuers or the Swing Line Lender to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 11.02; and

(ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in subsection (b) below shall be effective as provided in such subsection (b).

(b) Electronic Communications. The Administrative Agent and each of its Affiliates is authorized to transmit, post or otherwise make or communicate, in its sole discretion (but shall not be required to do so), by Approved Electronic Communications in connection with this Agreement or any other Loan Document and the transactions contemplated therein. The Administrative Agent is hereby authorized to establish procedures to provide access to and to make available or deliver, or to accept, notices, documents and similar items by posting to ABLSoft. All uses of ABLSoft and other Approved Electronic Communications shall be governed by and subject to, in addition to the terms of this Agreement, the separate terms, conditions and privacy policy posted or referenced in such system (or such terms, conditions and privacy policy as may be updated from time to time, including on such system) and any related contractual obligations executed by the Administrative Agent and Loan Parties in connection with the use of such system. Each of the Loan Parties, the Lenders and the Administrative Agent hereby acknowledges and agrees that the use of ABLSoft and other Approved Electronic Communications is not necessarily secure and that there are risks associated with such use, including risks of interception, disclosure and abuse and each indicates it assumes and accepts such risks by hereby authorizing the Administrative Agent and each of its Affiliates to transmit Approved Electronic Communications. ABLSoft and all Approved Electronic Communications shall be provided “as is” and “as available”. None of the Administrative Agent or any of its Affiliates or related persons warrants the accuracy, adequacy or completeness of ABLSoft or any other electronic platform or electronic transmission and disclaims all liability for errors or omissions therein. No warranty of any kind is made by the Administrative Agent or any of its Affiliates or related persons in connection with ABLSoft or any other electronic platform or electronic transmission, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects. The Borrower and each other Loan Party executing this Agreement agrees that the Administrative Agent has no responsibility for maintaining or providing any equipment, software, services or any testing required in connection with

ABLSoft, any Approved Electronic Communication or otherwise required for ABLSoft or any Approved Electronic Communication. Prior to the Closing Date, the Borrower shall deliver to the Administrative Agent a complete and executed client user form regarding the Borrower's use of ABLSoft. No Approved Electronic Communications shall be denied legal effect merely because it is made electronically. Approved Electronic Communications that are not readily capable of bearing either a signature or a reproduction of a signature may be signed, and shall be deemed signed, by attaching to, or logically associating with such Approved Electronic Communication, an E-Signature, upon which the Administrative Agent and the Loan Parties may rely and assume the authenticity thereof. Each Approved Electronic Communication containing a signature, a reproduction of a signature or an E-Signature shall, for all intents and purposes, have the same effect and weight as a signed paper original. Each E-Signature shall be deemed sufficient to satisfy any requirement for a "signature" and each Approved Electronic Communication shall be deemed sufficient to satisfy any requirement for a "writing", in each case including pursuant to this Agreement, any other Loan Document, the UCC, the Federal Uniform Electronic Transactions Act, the Electronic Signatures in Global and National Commerce Act and any substantive or procedural law governing such subject matter. Each party or beneficiary hereto agrees not to contest the validity or enforceability of an Approved Electronic Communication or E-Signature under the provisions of any applicable law requiring certain documents to be in writing or signed; provided, that nothing herein shall limit such party's or beneficiary's right to contest whether an Approved Electronic Communication or E-Signature has been altered after transmission.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to Holdings or any of its Subsidiaries, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or the Administrative Agent's transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to Holdings or any of its Subsidiaries, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Borrower, any other Loan Party, and the Administrative Agent may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the Borrower, the Administrative Agent, the L/C Issuers and the Swing Line Lender. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the “Private Side Information” or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender’s compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the “Public Side Information” portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities laws.

(e) Reliance by Administrative Agent and Lenders. The Administrative Agent, the Collateral Agent, the L/C Issuers, the Swing Line Lender and the Lenders shall be entitled to rely and act upon any notices (including telephonic Notice of Borrowings) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent, the Collateral Agent, the L/C Issuers, the Swing Line Lender, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

11.03 No Waiver; Cumulative Remedies. No failure by any Lender, any L/C Issuer, the Administrative Agent or the Collateral Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

11.04 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Loan Parties shall pay all Credit Party Expenses within ten (10) Business Days after receipt of an invoice therefor.

(b) Indemnification by the Loan Parties. The Loan Parties shall indemnify the Administrative Agent (and any sub-agent thereof), the Collateral Agent, the Arranger, the joint bookrunning managers, each Lender, each L/C Issuer and each Related Party of any of the foregoing Persons (each such Person being called an “**Indemnitee**”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the reasonable and documented in reasonable detail fees, charges and disbursements of one counsel to all Indemnities taken as a whole and, if reasonably necessary, a single local counsel for all Indemnities taken as a whole in each relevant jurisdiction material to the interests of the Lenders, in each case, selected by the Administrative Agent and solely in the case of

an actual conflict of interest between Indemnitees where the Indemnitees affected by such conflict inform the Borrower of such conflict, one additional counsel in each relevant jurisdiction material to the interest of the Lenders to each group of affected Indemnitees taken as a whole) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any other Loan Party arising out of, in connection with, or as a result of (i) the preparation, execution, delivery or administration of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby or any amendment or waiver with respect hereto or thereto, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by any L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or Release or threat of Release of Hazardous Materials, at, under, on or from any property or facility currently or formerly owned, leased or operated by Holdings or any of its Subsidiaries, or any Environmental Liability related in any way to Holdings or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee (y) result from a claim brought by the Borrower or any other Loan Party against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if the Borrower or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction, or (z) result from the presence, Release or threat of Release of Hazardous Materials or violations of Environmental Laws first occurring or first existing after completion of the foreclosure upon the Collateral, granting of a deed-in-lieu of foreclosure with respect to the Collateral or similar transfer of title or possession of the Collateral, unless such presence, release or violation is actually caused by any Loan Party or any Subsidiary thereof. This Section 11.04(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims or damages arising from any non-Tax claim.

(c) Reimbursement by Lenders. To the extent that the Borrower for any reason fails to pay any amount required under subsection (a) or (b) of this Section to be paid by it to the Agents (or any sub-agent thereof), the Swing Line Lender, the L/C Issuers or any Related Party of any of the foregoing, each Lender (other than the Swing Line Lender in its capacity as such) severally agrees to pay to the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender, the L/C Issuers or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender or L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or the Collateral Agent in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.12(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, the Loan Parties shall not assert, and hereby waive, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan

Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Payments. All amounts due under this Section shall be payable not later than ten Business Days after receipt of an invoice or demand therefor.

(f) Survival. The agreements in this Section shall survive the resignation of the Agents, the Swing Line Lender and the L/C Issuers, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

11.05 Payments Set Aside. To the extent that any payment by or on behalf of any of the Loan Parties is made to the Administrative Agent, any L/C Issuer or any Lender, or the Administrative Agent, any L/C Issuer or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent, such L/C Issuer or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and each L/C Issuer severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Effective Rate from time to time in effect. The obligations of the Lenders and the L/C Issuers under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

11.06 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of Section 11.06(b), (ii) by way of participation in accordance with the provisions of Section 11.06(d), or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 11.06(f) (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the L/C Issuers and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a

portion of its Commitment(s) and the Loans (including for purposes of this Section 11.06(b), participations in L/C Obligations and in Swing Line Loans) at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than \$1.0 million (and in integral multiples of \$1.0 million in excess thereof) and after giving effect thereto, the assigning Lender shall hold a Commitment of at least \$1.0 million, unless, in each case, each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met;

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned, except that (A) this clause (ii) shall not apply to the Swing Line Lenders' rights and obligations in respect of Swing Line Loans and (B) this clause (ii) shall not limit the right of a Lender to assign all or any portion of its Commitment;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by subsection (b)(i)(B) of this Section and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; and

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of (1) any Commitment if such assignment is to a Person that is not a Lender with a Commitment, an Affiliate of Lender or an Approved Fund with respect to such Lender or (2) any Loan to a Person that is not a Lender, an Affiliate of a Lender or an Approved Fund;

(C) the consent of the L/C Issuers (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Letters of Credit (whether or not then outstanding); and

(D) the consent of the Swing Line Lender (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Swing Line Loans (whether or not then outstanding).

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of \$3,500; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire and any Tax forms required by Section 3.01(g), Section 3.01(h) or Section 3.01(i);

(v) No Assignment to Borrower. No such assignment shall be made to the Borrower or any of the Borrower's Affiliates or Subsidiaries; and

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural person.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 3.01, 3.03, and 11.04 with respect to facts and circumstances occurring prior to the effective date of such assignment). Upon request, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 11.06(d).

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal and interest amounts of the Loans (and whether such Loan is a Committed Loan or a Swing Line Loan, as applicable) owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary.

The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "**Participant**") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, including, for avoidance of doubt, any indemnification obligation with respect to the participated interest, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in clauses (a), (b), (c), (f) and (g) in the first proviso to Section 11.01 that affects such Participant. Subject to subsection (e) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Section 3.01 and Section 3.03 (provided such Participant agrees to be subject to the limitations and requirements therein as though it were a Lender (it being understood that the documentation required under Section 3.01(g), Section 3.01(h) and Section 3.01(i) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 11.06(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 11.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.11 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal and interest amount of each Participant's interest in the Loans held by it (the "**Participant Register**"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under the Loan Documents) except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive, absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such Loan or other obligation hereunder as the owner thereof for all purposes of this Agreement notwithstanding any notice to the contrary.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.03 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant except to the extent that such entitlement to any greater payment results from any Change in Law after the Participant becomes a Participant, or the sale of the participation to such Participant is made with the Borrower's prior written consent.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a FRB or any central bank having jurisdiction over such Lender; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Electronic Execution of Assignments. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal

effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(h) Resignation as L/C Issuer or Swing Line Lender After Assignment. Notwithstanding anything to the contrary contained herein, if at any time Eclipse (together with its affiliates) assigns all of its Commitment and Loans pursuant to subsection (b) above, Eclipse may, (i) upon 30 days' notice to the Borrower and the Lenders, resign as L/C Issuer and/or (ii) upon 30 days' notice to the Borrower, resign as Swing Line Lender. In the event of any such resignation as L/C Issuer or Swing Line Lender, the Borrower shall be entitled to appoint from among the Lenders a successor L/C Issuer or Swing Line Lender hereunder; provided, however, that no failure by the Borrower to appoint any such successor shall affect the resignation of Eclipse as L/C Issuer or Swing Line Lender, as the case may be. If Eclipse resigns as L/C Issuer, it shall retain all the rights, powers, privileges and duties of the L/C Issuers hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Lenders to make Base Rate Committed Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.03). If Eclipse resigns as Swing Line Lender, it shall retain all the rights of the Swing Line Lender provided for hereunder with respect to Swing Line Loans made by it and outstanding as of the effective date of such resignation, including the right to require the Lenders to make Base Rate Committed Loans or fund risk participations in outstanding Swing Line Loans pursuant to Section 2.04(c). Upon the appointment of a successor L/C Issuer and/or Swing Line Lender, (A) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer or Swing Line Lender, as the case may be, and (B) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to Eclipse to effectively assume the obligations of Eclipse with respect to such Letters of Credit.

11.07 Treatment of Certain Information; Confidentiality. Each of the Administrative Agent, the Lenders and the L/C Issuers agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 11.07, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, or (iii) any funding or financing source of any Lender, (g) with the consent of the Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 11.07 or (ii) becomes available to the Administrative Agent, any Lender, any L/C Issuer or any of their respective Affiliates on a non-confidential basis from a source other than the Borrower.

For purposes of this Section, "**Information**" means all information received from any Loan Party or any Subsidiary thereof relating to any Loan Party or any Subsidiary thereof or their respective businesses, operations, assets and related matters, other than any such information that is available to the Administrative

Agent, any Lender or any L/C Issuer on a non-confidential basis prior to disclosure by any Loan Party or any Subsidiary thereof, provided that, in the case of information received from a Loan Party or any such Subsidiary after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Administrative Agent, the Lenders and the L/C Issuers acknowledges that (A) the Information may include material non-public information concerning Holdings or a Subsidiary, as the case may be, (B) it has developed compliance procedures regarding the use of material non-public information and (C) it will handle such material non-public information in accordance with applicable Law, including Federal and state securities Laws.

11.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Credit Party and each of its respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to setoff and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Credit Party or any such Affiliate to or for the credit or the account of the Borrower or any other Loan Party against any and all of the obligations of the Borrower or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Credit Party, irrespective of whether or not such Credit Party shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Credit Party different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each Credit Party and their respective Affiliates under this Section 11.08 are in addition to other rights and remedies (including other rights of setoff) that such Credit Party or their respective Affiliates may have. Each Credit Party agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

11.09 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "**Maximum Rate**"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

11.10 Counterparts; Integration; Effectiveness.

(a) This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the

Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) Delivery of an executed counterpart of a signature page of (x) this Agreement, (y) any other Loan Document and/or (z) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 11.02), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an “Ancillary Document”) that is an Electronic Signature transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Loan Document or such Ancillary Document, as applicable. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement, any other Loan Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Borrower or any other Loan Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, the Borrower and each Loan Party hereby (A) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders, the Borrower and the Loan Parties, Electronic Signatures transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (B) the Administrative Agent and each of the Lenders may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person’s business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (C) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (D) waives any claim against the Administrative Agent, any Lender, any L/C Issuer and any Related Party of any of the foregoing Persons for any losses, claims, damages, liabilities and related expenses arising solely from the Administrative Agent’s and/or any Lender’s reliance on or use of Electronic Signatures and/or transmissions by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any losses, claims, damages, liabilities and related expenses arising as a result of the failure of the Borrower and/or any Loan Party to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

11.11 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Obligation (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement) shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

11.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11.13 Replacement of Lenders. (a) If any Lender requests compensation under Section 3.03, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or (b) if any Lender is a Defaulting Lender, or (c) if in connection with a proposed amendment, modification, waiver, or consent with respect to any of the provisions hereof as contemplated by Section 11.01, the consent of the Required Lenders shall have been obtained but the consent of one or more of such other Lenders whose consent is required shall not have been obtained, or (d) if any other circumstance exists hereunder that gives the Borrower the right to replace a Lender as a party hereto, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 11.06), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(a) the Borrower shall have paid to the Administrative Agent the assignment fee specified in Section 11.06(b);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and Letter of Credit Exposure, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.03 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter; and

(d) such assignment does not conflict with applicable Laws.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

11.14 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) SUBMISSION TO JURISDICTION. EACH OF THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY CREDIT PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH OF THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

11.15 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS

AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

11.16 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower and Holdings each acknowledge and agree, and acknowledge their respective Affiliates' understanding, that: (a) the arranging and other services regarding this Agreement provided by the Administrative Agent, the Arranger and the Lenders are arm's-length commercial transactions between the Borrower, Holdings and their respective Affiliates, on the one hand, and the Administrative Agent, the Arranger and the Lenders, on the other hand, (b) each of the Borrower and Holdings and each other Loan Party has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (c) the Borrower and Holdings and each other Loan Party is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (d) the Administrative Agent, each Arranger and each Lender each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower, Holdings or any of their respective Affiliates, or any other Person and (e) neither the Administrative Agent nor the Arranger or any Lender has any obligation to the Borrower, Holdings or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (f) the Administrative Agent, the Arranger and the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, Holdings and their respective Affiliates, and neither the Administrative Agent nor the Arranger or the Lenders have any obligation to disclose any of such interests to the Borrower, Holdings and their respective Affiliates. To the fullest extent permitted by law, each of the Borrower and Holdings hereby waives and releases any claims that it may have against the Administrative Agent, the Arranger and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

11.17 USA PATRIOT Act Notice. Each Lender that is subject to the USA PATRIOT Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the USA PATRIOT Act. No part of the proceeds of the Loans will be used by the Loan Parties, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

11.18 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

11.19 Attachments. The exhibits, schedules and annexes attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

11.20 Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement or the other Loan Documents and the exercise of any right or remedy by the Collateral Agent hereunder or under the other Loan Documents are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

11.21 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

11.22 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Contracts or any other agreement or instrument that is a QFC (such support “**QFC Credit Support**” and each such QFC a “**Supported QFC**”), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the “**U.S. Special Resolution Regimes**”) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a “**Covered Party**”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a

proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

BORROWER:

THE CONTAINER STORE, INC.

By: _____

Name:

Title:

HOLDINGS:

THE CONTAINER STORE GROUP, INC.

By: _____

Name:

Title:

SUBSIDIARY GUARANTORS:

TCS GIFT CARD SERVICES, LLC

By: _____

Name:

Title:

C STUDIO MANUFACTURING INC.

By: _____

Name:

Title:

C STUDIO MANUFACTURING LLC

By: _____

Name:

Title:

**ADMINISTRATIVE AGENT AND
COLLATERAL AGENT:
ECLIPSE BUSINESS CAPITAL LLC**

By: _____
Name:
Title:

**LENDER:
ECLIPSE BUSINESS CAPITAL SPV, LLC**

By: _____
Name:
Title:

Schedule 2.01

Commitments

<u>Lender</u>	<u>Commitment</u>	<u>Applicable Percentage</u>
Eclipse Business Capital SPV, LLC	\$140,000,000	100%
TOTAL:	\$140,000,000	100%

Schedule 6.02(c)

The Borrower shall provide the Administrative Agent with the information set forth below at the following times (all in a format provided by, or acceptable to, the Administrative Agent):

<p>Monthly (no later than 25 days after the end of each month); <u>provided</u>, that during an Enhanced Collateral Trigger Event, such items shall be delivered weekly (no later than the 3rd Business Day of each week), or more frequently if the Administrative Agent requests</p> <p>(To be delivered electronically utilizing the Borrowing Base portal in ABLSoft)</p>	<p>(a) A summary and a detailed aging, by total, of the Borrower’s Accounts, together with an Account roll-forward and Cash Reconciliation Form with supporting details supplied from sales journals, collection journals, credit registers and any other records, with respect to the Borrower’s Accounts and Credit Card Receivables, along with a Client/Customer Master List.</p> <p>(b) A summary aging, by vendor, of each Loan Party's accounts payable (identifying therein any held and/or outstanding checks).</p> <p>(c) A detailed calculation of the Credit Card Receivables of the Borrower that are not eligible for the Borrowing Base.</p> <p>(d) Notice of all claims, offsets, or disputes asserted by Account Debtors with respect to the Borrower’s Accounts.</p> <p>(e) An Inventory Detail report with respect to the Borrower’s Inventory, including a listing by category and location of Inventory, with backup acceptable to the Administrative Agent.</p> <p>(f) A detailed calculation of Inventory of the Borrower that is not eligible for the Borrowing Base.</p>
<p>Monthly (no later than 25 days after the end of each month)</p> <p>(To be delivered electronically utilizing the Borrowing Base portal in ABLSoft)</p>	<p>(g) A summary and a detailed aging, by total, of the Borrower’s Accounts and Credit Card Receivables, together with reconciliation to the weekly Borrowing Base submitted closest to such date and support documentation for any reconciling items noted.</p> <p>(h) A summary aging, by vendor, of each Loan Party's accounts payable and a listing by vendor, of any held and/or outstanding checks.</p> <p>(i) A monthly Account roll-forward with respect to Borrower’s Accounts and Credit Card Receivables tied to the beginning and ending Account and Credit Card Receivables balances of the Borrower’s month-end accounts receivable aging.</p> <p>(j) A reconciliation of Accounts summary aging and trade accounts payable summary aging to each of (i) the Borrower’s general ledger, and (ii) their monthly financial statements including any book reserves related to each category (using the Month End Reconciliation Form).</p> <p>(k) A reconciliation of the Inventory perpetual report with respect to the Borrower’s Inventory to each of (i) the Borrower’s general ledger, (ii) their monthly financial statements including any book reserves related thereto and (iii) the Borrowing Base submitted closest to such date, together with support documentation for any reconciling items noted (using the Month End Reconciliation Form).</p> <p>(l) A reconciliation of the loan statement provided to the Borrower by the Administrative Agent for such month to each of (i) the Borrower’s general</p>

	<p>ledger, (ii) their monthly financial statements and (iii) the Borrowing Base submitted closest to such date, together with support documentation for any reconciling items noted (using the Month End Reconciliation Form).</p> <p>(m) A Borrowing Base Calculation.</p>
<p>Bi-Annually (in January and in July of each calendar year, starting July, 2025)</p>	<p>(n) A detailed list of each Loan Party's vendors, with address and contact information.</p>

Schedule 11.02

Administrative Agent & Collateral Agent's Notice Address:

ECLIPSE BUSINESS CAPITAL LLC,
as Administrative Agent
333 W Wacker Suite 950
Chicago, IL 60606
Attention: Jim Gurgone
Email: jgurgone@eclipsebuscap.com

with a copy to (which shall not constitute notice):

RIEMER & BRAUNSTEIN, LLP
100 Cambridge Street, 22nd Floor
Boston, MA 02114
Attention: Donald Rothman
Email: drothman@riemerlaw.com

Administrative Agent's Account:

Wells Fargo Bank, National Association and its affiliates
Account Name: Eclipse Business Capital SPV, LLC
Account # 4943951905
ABA Routing # 121000248
Reference: Container Store

Loan Parties' Notice Address:

THE CONTAINER STORE, INC.
500 Freeport Parkway
Coppell, TX 75019
Attention: Legal – Tasha Grinnell, Treasury – Maria Thereza Neisler
Email: legalreview@containerstore.com and credit@containerstore.com

with a copy (which shall not constitute notice) to:

LATHAM & WATKINS LLP
355 S Grand Ave
Los Angeles, CA 90071
Attention: Elizabeth Oh; Benjamin Gelfand
Email: elizabeth.oh@lw.com; benjamin.gelfand@lw.com

EXHIBIT F

Schedule of Retained Causes of Action

Pursuant to the Plan, the Debtors previously disclosed their intention to retain Causes of Action in Article IV.N therein, as set forth below:

In accordance with section 1123(b) of the Bankruptcy Code, but subject to the releases and exculpation set forth in this section and in Article IX of the Plan, all Causes of Action that a Debtor may hold against any Entity shall vest in the applicable Reorganized Debtor on the Effective Date, including each Cause of Action set forth in the schedule of retained Causes of Action included in the Plan Supplement. Thereafter, the Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, whether arising before or after the Petition Date, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any specific Cause of Action as any indication that the Debtors or the Reorganized Debtors shall not pursue any and all available Causes of Action. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan,** and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise) or laches, shall apply to any Cause of Action upon, after, or as a consequence of the Confirmation or the occurrence of the Effective Date. In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any of the Debtors are a plaintiff, defendant, or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits. For the avoidance of doubt, in no instance shall any Cause of Action preserved pursuant to Article IV.N of the Plan include any Claim or Cause of Action released or exculpated under the Plan (including, without limitation, by the Debtors).

Notwithstanding and without limiting the generality of Article IV.N of the Plan, included herein are certain specific types of Causes of Action that are expressly preserved by the Debtors and/or Reorganized Debtors.

In addition, pursuant to the *Order (I) Authorizing the Debtors to File a Consolidated Creditor Matrix and List of the 30 Largest Unsecured Creditors; (II) Waiving the Requirement to File a List of Equity Security Holders; (III) Authorizing the Debtors to Redact Certain Personally Identifiable Information; and (IV) Granting Related Relief* [Docket No. 73], the Debtors prepared and filed with the Court a consolidated creditor matrix [Docket No. 90]. To the extent not released pursuant to the Plan, the Debtors expressly retain all Causes of Action against any entity listed in the creditor matrix, regardless of whether such entity is expressly identified herein, to the extent

such entity or entities owe or may in the future owe money to the Debtors or the Reorganized Debtors.

The below includes certain entities that are party to or that the Debtors believe may become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial. Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action against or related to all entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial, including, without limitation, dealers, creditors, customers, employees, utilities, suppliers, vendors, insurers, sureties, factors, lenders, bondholders, lessors, carriers, or any other parties, regardless of whether such entity is expressly identified herein.

1. Causes of Action, potential counterclaims, and defenses that may be asserted against lien claimants in connection with lien disposition, including, without limitation, Causes of Action related to rights of setoff and contractual breaches.
2. Causes of Action, potential counterclaims, and defenses that may be asserted against vendors, customers, carriers, and property owners related to payment shortfalls, past due payments, and contractual breaches, including, without limitation, Causes of Action related to rights of setoff, contractual breaches, and lease defaults.
3. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units related to, among other things, sales and other tax refunds and attributes, and tax audits, investigations, or other similar reviews including, without limitation, Causes of Action related to rights of setoff, and all Causes of Action against or related to all entities that assert or may assert that the Debtors or Reorganized Debtors owe taxes to them.
4. Causes of Action, potential counterclaims, and defenses that may be asserted in relation to Insurance Contracts.
5. Causes of Action, potential counterclaims, and defenses based in whole or in part upon any and all postings of security deposits, adequate assurance payments, or any other type of deposit, prepayment, or collateral.
6. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units related to, among other things, the importing of goods into the United States, and the exporting of goods from the United States, including, without limitation, customs regulations, entries and liquidations, duties and tariffs (including payments, protests, and related), inspections and certifications; and other import and export activities.
7. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units related to, among other things, product safety and compliance, including, without limitation, regulations relating to the packaging, transportation and shipment of consumer goods, regulations relating to consumer

product safety laws, regulations, certifications, inspections, and testing, and California Proposition 65.

8. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units, employees, customers, and other individuals related to, among other things, store operations, site health, customer and employee safety, and code compliance including, without limitation occupational safety and health citations, building code violations, and store and website accessibility claims.
9. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units, customers, and other individuals related to, among other things, product pricing and promotions.
10. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units, customers, and other individuals related to, among other things, product warranties.
11. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units, employees, customers, and other individuals related to, among other things, environmental regulations.
12. Causes of Action, potential counterclaims, and defenses that may be asserted against customers, and other individuals related to, among other things, store experiences and team member interaction.
13. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units, employees, and other individuals related to privacy, including, but not limited to, matters initiated under the Telephone and Consumer Protection Act (TCPA) or the California Invasion of Privacy Act.
14. Causes of Action, potential counterclaims, and defenses based in whole or in part upon intellectual property or any and all contracts, leases, and licenses to which the Debtors are a party or pursuant to which any of the Debtors have any rights whatsoever.
15. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units, employees, and other individuals related to, among other things, investigations or similar reviews of employment matters, including, without limitation, various matters pending before the equal opportunity commissions of several states including, but not limited to, Delaware and Texas.
16. Causes of Action, potential counterclaims, and defenses that may be asserted under Chapter 5 of the Bankruptcy Code, except, for the avoidance of doubt, any such Causes of Action, potential counterclaims, and defenses against Released Parties which are released under the Plan.

17. Causes of Action, potential counterclaims, and defenses, among other things, that may be asserted in the following cases, proceedings, and/or threatened cases and proceedings:
 - a. *Anne Heiting v. The Container Store, Inc.*, Case No. 23STCVC20250, stayed in the Superior Court of the State of California, County of Los Angeles.
 - b. *Cantwell v. The Container Store, Inc.*, Case No. 24-cv-06920-BMC, administratively closed pending further Order of the Bankruptcy Court in the U.S. District Court for the Eastern District of New York.
 - c. *Gravel Rating Systems LLC v. The Container Store, Inc.*, Case No. 4:22-cv-01000, stayed in the U.S. District Court for the Eastern District of Texas Sherman Division.
 - d. *Hayes v. The Container Store, Inc.*, Case No. 20CV363825, pending in the Superior Court of the State of California, County of Santa Clara.
 - e. *Hernandez v. The Container Store, Inc.*, Case No. 1:24-cv-24519-RNS, pending in the U.S. District Court for the Southern District of Florida.
 - f. *Lisa Irving v. The Container Store, Inc.*, Case No. CGC-20-586616, pending in the Superior Court of the State of California, County of San Francisco.
 - g. *Mark Cadigan and Mika Pyyhkala, on behalf of themselves and all others similarly situated v. The Container Store, Inc.*, Case No. 20-2119B, pending in the Suffolk County Superior Court.
 - h. *The Container Store v. United States et al*, Case No. 1:20-cv-01880, stayed in the Court of International Trade.
 - i. Various third-party subpoenas, civil investigative demands, and discovery requests received by the Debtors in matters not against or including the Debtors from various parties.

EXHIBIT G

Directors and Officers of the Reorganized Debtors¹

The members of the Reorganized Board shall consist of a number of members determined by the Required Consenting Lenders in their sole discretion, which shall consist of members appointed in a manner determined by the Required Consenting Lenders in their sole discretion and set forth in the New Organizational Documents for Reorganized Parent.

The identity and affiliations of Persons presently proposed to serve on the Reorganized Board are as follows:

1. **Satish Malhotra:** A seasoned retail executive with decades of diverse experience, Satish Malhotra joined The Container Store in February 2021 as Chief Executive Officer and President. Satish has led the company through its articulation of a new brand purpose, the launch of the Organized Insider loyalty program and The Container Store App, the opening of its first small-format stores, significant eCommerce improvements, a renewed focus on the customer experience and Custom Spaces business, including an in-home design service, key additions to The Container Store leadership team, and the release of the company's first-ever sustainability report. In 2022, Satish led The Container Store through its strategic acquisition of ClosetWorks, and the launch of a premium, wood-based custom space line, Preston, alongside a new Custom Spaces brand architecture that pushes beyond custom closets. In 2024, the company's modular, Elfa Custom Spaces offering expanded with his oversight into key categories with the launch of Elfa Garage and enhanced functionalities with the launch of Decor+. In parallel, his focus on innovation and whole-home solutions drove the launch of The Everything Organizer, a private label collection of general merchandise products that complement The Container Store's Custom Spaces lines and can work in any area of the home. All these developments enable The Container Store to transform lives through the power of organization and address nearly any customer need. Under his leadership, initiatives like in-store mobile checkout, efficiencies in web order processing, and implementation of a new store communication tool led to the company being recognized as a 2023 Forbes Customer Experience All Star, further demonstrated by a consistent, strong net promoter score. Additionally, The Container Store App reached a 4.7 App Store rating, ranking within the top 200 apps in shopping. In 2022, The Container Store's branding campaign won Grand Prize and Strategy of the Year in the PR Daily Content Marketing Awards and Best Use of TikTok in Digiday's Content Marketing Awards. Before joining The Container Store, Satish held various leadership roles at prestige beauty retailer Sephora Americas for more than 20 years. He served most recently as Chief Retail Officer and Chief Operating Officer, responsible for leading Sephora's retail growth by expanding its in-store services and experiences, developing digitally

¹ Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Plan. The selection process for the Reorganized Board is still ongoing and the contents of this exhibit may be supplemented or revised in an amended Plan Supplement.

enabled solutions, and by growing its off-mall store locations. In prior roles, he was responsible for Technology, Supply Chain, Store Development, Legal, Strategy and Partnerships, including the Sephora inside JCPenney (SiJCP) business, which now operates in over 600 stores. He also spent several years overseeing Sephora's expansion into Canada and Latin America. Highlights of his career at Sephora include: transforming Sephora's IT department to a Center of Excellence within parent company LVMH, launching all of Sephora's digital commerce properties (including website, mobile, social and CRM), strengthening Sephora's supply chain to enable 98% of online orders to be received by consumers within two business days, developing an off-mall store concept which dramatically improved Sephora's accessibility to its consumers, and led the efforts in creating Sephora's purpose of "inspiring fearlessness". Before joining Sephora, Satish was a Transaction Services Senior Associate at PwC. He is a Certified Public Accountant (inactive). Throughout his career, Satish has excelled at developing and growing new sales channels, solving complex "back of the house" problems with innovative solutions, and attracting and developing high-performing talent. Leveraging this expertise, he serves on the BigCommerce Board of Directors on the compensation committee. In 2020, the World Retail Forum presented him with the Innovation Leadership Award and D CEO recognized him as one of the most influential North Texas CEOs in 2023 and 2024. A graduate of the University of California, Berkeley, Walter A. Haas School of Business with a Bachelor of Science in Business Administration, Satish has also completed the LVMH Inspiring Entrepreneurs Senior Executive Leadership Program. Malhotra currently resides in Flower Mound, Texas, with his wife, two children and their Coton du Tulear.

2. Joel Bines: Mr. Bines is the Founder and Managing Partner of Spruce Advisory, a boutique advisory firm serving ambitious investors, boards and executives. For nearly two-decades prior, Mr. Bines led the global retail practice at the business consultancy AlixPartners, where he served as a highly respected performance-improvement change agent for a wide-range of retailers, brands and consumer businesses, including multiple domestic and international department stores. Mr. Bines is also the author of the 2022 bestselling retail strategy book, "The Metal Economy". Mr. Bines currently serves on the boards of Belk, Grocery Holdings, and the Martin Luther King Jr. Memorial Foundation.
3. Ian Greenhaus: Mr. Greenhaus joined Golub Capital in 2023 and is the Head of BSL Workout. Prior to joining Golub Capital, Mr. Greenhaus was a Managing Director on the Opportunistic Credit team at CIFC Asset Management, where he focused on credit and equity opportunities across stressed and distressed issuers. Prior to this position, he worked at Logen Asset Management as a Vice President, where he focused on distressed, event-driven, and leveraged credit and equity opportunities. Prior to that, Mr. Greenhaus worked at Whippoorwill Associates as a Senior Research Analyst, where he focused on middle market distressed situations. Mr. Greenhaus earned his BBA from the Emory University Goizueta Business School and he received an MBA from the NYU Stern School of Business.

4. Andrew Wadhams: Mr. Wadhams is the founder of *The Wadhams Group*, a consumer products consulting practice. Mr. Wadhams began his career in the Gap organization, where he led field operations and expansion within the Gap, GapKids, and Banana Republic brands both domestically and internationally. He ultimately was responsible for 800 locations generating \$1.4B in sales. After Gap, he specialized in taking PE-backed, distressed retail concepts, and improving both sales and profitability. He created 3 successful exits; two were acquired, while one launched a successful IPO. In addition, as COO of California Closets, Mr. Wadhams was tasked with creating a “Company Owned” division. His team assessed, (re)purchased, and integrated over 30 franchisees into a centralizing entity, successfully leveraging sales, manufacturing, and operational support to drive profitability. Mr. Wadhams attended Cal Poly, San Luis Obispo, and studied Social Sciences with a concentration in Industrial Relations. He is currently a Board Advisor the University of San Francisco’s School of Business Management, and on the Board of the Boy & Girls Clubs, San Leandro.
5. To be appointed in accordance with the New Organizational Documents.

The Debtors shall disclose the identity and affiliations of any other Person proposed to serve on the Reorganized Board or as a director, manager, or officer of a Reorganized Debtor as soon as such Persons are known and determined, to the extent determined prior to confirmation of the Plan. To the extent not so determined, such directors, managers, or officers will be appointed in accordance with the New Organizational Documents.

The composition of the board of directors, board of managers or other governing body of any direct or indirect wholly-owned subsidiary of the Reorganized Parent (each, a “Subsidiary Governing Body”) shall be comprised of one or more executive employees of any of the Companies or other individuals selected or approved by the Reorganized Board in accordance with the New Organizational Documents.

Each of the directors, managers, sole managers and officers of each of the Reorganized Debtors and Reorganized Parent shall serve pursuant to the terms of the applicable New Organizational Documents of such Reorganized Debtor or Reorganized Parent, as applicable, and may be designated, replaced, or removed in accordance with such New Organizational Documents.

The existing officers of the Debtors as of the Effective Date shall remain in their current capacities as officers of the Reorganized Debtors, subject to their right to resign and the ordinary rights and powers of the Reorganized Board to remove or replace them in accordance with the New Organizational Documents and any applicable employment agreements that are assumed pursuant to the Plan.

Except to the extent that a member of the board of directors of the Parent is designated in this exhibit to serve as a manager of the Reorganized Board on the Effective Date, the members of the board of directors of the Parent prior to the Effective Date shall have no continuing obligations to the Reorganized Debtors on or after the Effective Date, and each such director shall be deemed to have resigned or shall otherwise cease to be a director of the Reorganized Parent on the Effective Date.

ATTACHMENT 1

Redline of Exit Term Loan Facility Credit Agreement

THIS DRAFT REMAINS SUBJECT TO CONTINUING NEGOTIATIONS WITH ALL PARTIES AND THE FINAL VERSION MAY CONTAIN MATERIAL DIFFERENCES. FOR THE AVOIDANCE OF DOUBT, NO PARTY HAS CONSENTED TO THIS VERSION AS THE FINAL FORM, AND ALL PARTIES RESERVE THEIR RESPECTIVE RIGHTS WITH RESPECT TO THIS DOCUMENT AND ANY RELATED DOCUMENTS, INCLUDING SUCH PARTIES' CONSENT RIGHTS UNDER TRANSACTION SUPPORT AGREEMENT.

TERM LOAN CREDIT AGREEMENT

[\$•]

Dated as of [•], 2025,

among

THE CONTAINER STORE, INC.,
as Borrower,

THE GUARANTORS PARTY HERETO
ACQUIOM AGENCY SERVICES LLC AND SEAPORT LOAN PRODUCTS LLC,
as co-Administrative Agents
ACQUIOM AGENCY SERVICES LLC,
as Collateral Agent,
and
THE LENDERS PARTY HERETO

THIS DRAFT REMAINS SUBJECT TO CONTINUING NEGOTIATIONS WITH ALL PARTIES AND THE FINAL VERSION MAY CONTAIN MATERIAL DIFFERENCES. FOR THE AVOIDANCE OF DOUBT, NO PARTY HAS CONSENTED TO THIS VERSION AS THE FINAL FORM, AND ALL PARTIES RESERVE THEIR RESPECTIVE RIGHTS WITH RESPECT TO THIS DOCUMENT AND ANY RELATED DOCUMENTS, INCLUDING SUCH PARTIES' CONSENT RIGHTS UNDER TRANSACTION SUPPORT AGREEMENT.

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TERM LOAN CREDIT AGREEMENT

This TERM LOAN CREDIT AGREEMENT is entered into as of [-], 2025 (this “Agreement”), among THE CONTAINER STORE, INC., a Texas corporation (the “Borrower”), the Guarantors from time to time party hereto, each lender from time to time party hereto (collectively, the “Lenders” and individually, a “Lender”) and Acquiom Agency Services LLC (“Acquiom”), as co-administrative agent and Seaport Loan Products LLC (“Seaport”), as co-administrative agent (in such capacities, together with their respective successors and assigns in such capacities, shall hereinafter be jointly referred to for common activities or rights as the “Administrative Agent”) and Acquiom as Collateral Agent.

WHEREAS, on December 22, 2024 (the “Petition Date”), the Borrower, The Container Store Group, Inc., a Delaware corporation (“Holdings”) and certain direct and indirect Subsidiaries of the Borrower (each, a “Chapter 11 Debtor” and collectively, the “Chapter 11 Debtors”) filed voluntary petitions with the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Bankruptcy Court”) initiating cases under Title 11 of the United States Code (the “Bankruptcy Code”), and jointly administered under The Container Store Group, Inc. Case No. 24-90627 (collectively the “Chapter 11 Cases”);

WHEREAS, the Borrower, the Guarantors, the lenders party thereto (the “Existing DIP Lenders”) and Acquiom Agency Services LLC and Seaport Loan Products LLC as co-administrative agents (the “Existing DIP Administrative Agents”) are party to that certain Senior Secured Super-Priority Debtor-In-Possession Term Loan Credit Agreement, dated as of December 24, 2024 (the “Existing DIP Credit Agreement”), pursuant to which the Existing DIP Lenders issued senior secured super priority term loans consisting of (a) \$40,000,000 of “new money” first-out term loans (the “First-Out DIP Term Loans”) and (b) a second-out roll up term loan facility (the “Second-Out DIP Term Loans”).

WHEREAS, the Borrower has asked the Lenders to provide the Borrower with a term loan credit facility (the “Facility”) consisting of (a) \$[•] of first-out term loans (the “First-Out Term Loans”) and (b) \$[•] of second-out term loans (the “Second-Out Term Loans”);

WHEREAS, the Lenders are willing to make the foregoing term loans to the Borrower, subject to the terms and conditions set forth in this Agreement, the Plan of Reorganization (as defined below), and the Transaction Support Agreement (as defined below);

WHEREAS, pursuant to the Plan of Reorganization, each Existing DIP Lender will exchange (i) its First-Out DIP Term Loans for First-Out Term Loans and other consideration set forth in the Transaction Support Agreement, and (ii) its Second-Out DIP Term Loans for Second-Out Term Loans and other consideration set forth in the Transaction Support Agreement, in both cases on a pro-rata and dollar-for-dollar basis.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for due and valuable consideration, the parties hereto covenant and agree as follows:

ARTICLE I DEFINITIONS AND ACCOUNTING TERMS

1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

“ABL Agent” shall mean Eclipse Business Capital LLC, as administrative agent and collateral agent under the ABL Facility, together with its permitted successors and assigns.

“ABL Credit Agreement” shall mean that certain Asset Based Revolving Credit Agreement, dated as of the date hereof, by and among the Borrower, Holdings, certain subsidiaries of the Borrower from time to time party thereto, the lenders from time to time party thereto and the ABL Agent, as amended, amended and restated, supplemented, otherwise modified, restated, refinanced, renewed, refunded, restructured or replaced in whole or in part from time to time.

“ABL DIP Facility” shall mean that certain Senior Secured Superpriority Debtor-In-Possession Asset-Based Revolving Credit Agreement dated as of December 24, 2024, among the Borrower, Holdings, certain subsidiaries of the Borrower from time to time party thereto, the lenders from time to time party thereto and Eclipse Business Capital LLC as administrative agent and collateral agent, as amended, amended and restated, supplemented or otherwise modified from time to time.

“ABL Loan Documents” shall mean the “Loan Documents” as defined in the ABL Credit Agreement.

“ABL Facility” shall mean the asset based revolving credit facility of the Borrower governed by the ABL Credit Agreement.

“ABL Loans” shall mean the “Loans” under, and as defined in. the ABL Credit Agreement.

“ABL Priority Collateral” has the meaning specified in the Intercreditor Agreement.

“Additional Credit Extension Amendment” means an amendment to this Agreement (which may, at the option of the Administrative Agent, be in the form of an amendment and restatement of this Agreement) providing for any Incremental Term Loans which shall be consistent with the applicable provisions of this Agreement relating to Incremental Term Loans and otherwise reasonably satisfactory to the Administrative Agent and the Borrower.

“Administrative Agent” shall have the meanings assigned to such term in the preamble hereto.

“Administrative Agent Fee Letter” means the letter agreement dated the date hereof, by and among the Borrower and the Agents.

“Administrative Agent’s Office” means the Administrative Agent’s address and, as appropriate, account as set forth on Schedule 11.02, or such other address or account as the Administrative Agent may from time to time notify the Borrower and the Lenders.

“Administrative Questionnaire” means an Administrative Questionnaire in a form supplied by the Administrative Agent.

“Affected Financial Institution” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Affiliate” means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“Agent Parties” has the meaning specified in Section 11.02(c).

“Agents” means, collectively, the Administrative Agent and the Collateral Agent.

“Aggregate Commitments” means the sum of the Commitments of all the Lenders. As of the Closing Date, the Aggregate Commitments are \$111,805,340.37 million.

“Agreement” has the meaning specified in the introductory paragraph hereto, as amended, restated, modified or supplemented from time to time in accordance with the terms hereof.

“Ancillary Document” has the meaning provided in Section 11.10(b).

“Ancillary Fees” has the meaning set forth in Section 11.01(h).

“Applicable Margin” means (a)(i) with respect to any First-Out Term Loans maintained as Base Rate Loans, 5.50% per annum, and (ii) with respect to any First-Out Term Loans maintained as Term Benchmark Loans, 6.50% per annum, and (b)(i) with respect to any Second-Out Term Loans maintained as Base Rate Loans, 4.00% per annum, and (ii) with respect to any Second-Out Term Loans maintained as Term Benchmark Loans, 5.00% per annum.

“Applicable Premium” means the Applicable Premium (First-Out Term Loan) or Applicable Premium (Second-Out Term Loan), as applicable.

“Applicable Premium (First-Out Term Loan)” means, with respect to any Applicable Premium Event occurring with respect to the First-Out Term Loans, (A) prior to the date that is eighteen months following the Closing Date, the Make-Whole Amount with respect to the First-Out Term Loans subject to such Applicable Premium Event, (B) on and after the date that is eighteen months following the Closing Date and prior to the date that is thirty months after the Closing Date, an amount equal to 2.00% of the aggregate principal amount of the First-Out Term Loans subject to such Applicable Premium Event on such date, (C) on and after the date that is thirty months after the Closing Date and prior to the date that is forty-two months after the Closing Date, an amount equal to 3.00% of the aggregate principal amount of the First-Out Term Loans subject to such Applicable Premium Event on such date, and (D) on and after the date that is forty-two months after the Closing Date, an amount equal to 0.00% of the aggregate principal amount of the First-Out Term Loans subject to such Applicable Premium Event on such date.

“Applicable Premium (Second-Out Term Loan)” means, with respect to any Applicable Premium Event occurring with respect to the Second-Out Term Loans, (A) prior to the date that is eighteen months after the Closing Date, the Make-Whole Amount with respect to the Second-Out Term Loans subject to such Applicable Premium Event, (B) on and after the date that is eighteen months after the Closing Date and prior to the date that is thirty months after the Closing Date, an amount equal to 1.00% of the aggregate principal amount of the Second-Out Term Loans subject to such Applicable Premium Event on such date, and (C) on and after the date that is thirty months after the Closing Date, an amount equal to 0.00% of the aggregate principal amount of the Second-Out Term Loans subject to such Applicable Premium Event on such date.

“Applicable Premium Event” means (a) any prepayment, whether a voluntary prepayment or a mandatory prepayment, (other than any mandatory prepayment pursuant to Section 2.03(b)(i) or (iv)) of all, or any part, of the principal balance of the Loans, whether before or after (i) the occurrence of a Default or an Event of Default or (ii) the commencement of any proceeding under any Debtor Relief Law and notwithstanding any acceleration (for any reason) of the Loans; (b) the

acceleration of all of the First-Out Term Loans or Second-Out Term Loans for any reason, including, but not limited to, acceleration following or pursuant to an Event of Default, including as a result of the commencement of a proceeding under any Debtor Relief Law (including, without limitation, pursuant to Section 8.01(f)); (c) the satisfaction, release, payment, redemption, restructuring, reorganization, replacement, reinstatement, defeasance or compromise of any of the Loans in any proceeding under any Debtor Relief Law, foreclosure (whether by power of judicial proceeding or otherwise) or deed in lieu of foreclosure or the making of a distribution of any kind in any proceeding under any Debtor Relief Law to the Lenders (whether directly or indirectly, including through the Administrative Agent or any other distribution agent), in full or partial satisfaction of the Term Loans; and (d) the termination of this Agreement prior to the Maturity Date for any reason.

If an Applicable Premium Event occurs under clause (b), (c) or (d) above, the entire outstanding principal amount of Term Loans (including all First-Out Term Loans and Second-Out Term Loans) shall be deemed to be subject to the Applicable Premium Event on the date on which such Applicable Premium Event occurs.

“Approved Fund” means, with respect to any Lender, any Fund that is administered or managed by (a) such Lender, (b) an Affiliate of such Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“Assignee Group” means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 11.06(b)(iii)), and accepted by the Administrative Agent, in substantially the form of Exhibit F or any other form approved by the Administrative Agent.

“Attributable Indebtedness” means, on any date, (a) in respect of any Capital Lease Obligations of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease or similar payments under the relevant lease or other applicable agreement or instrument that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease or other agreement or instrument were accounted for as a Capital Lease Obligation and (c) all Synthetic Debt of such Person.

“Audited Financial Statements” means the audited Consolidated balance sheets and related statements of income, stockholders’ equity and cash flows for the Fiscal Years for Holdings ended March 30, 2024, April 1, 2023 and April 2, 2022 (including its [Consolidated Subsidiaries]) (in each case prepared in accordance with GAAP).

“Available Amount” means, at any time (the “Reference Date”), the sum of:

(a) an amount equal to (x) the cumulative amount of Excess Cash Flow (which amount shall not be less than zero in any Fiscal Year) for each Fiscal Year of the Borrower ending after the Closing Date minus (y) the portion of such Excess Cash Flow that has been (or is required to be) applied to the prepayment of Loans in accordance with Section 2.03(b)(i) (without regard to any optional prepayment of Loans); plus

(b) the amount of any capital contributions (other than from a Subsidiary) and the Net Cash Proceeds from Qualified Equity Issuances (other than any amount applied pursuant to

Section 7.03(k)) received by the Borrower during the period from and including the Business Day immediately following the Closing Date through and including the Reference Date; plus

(c) to the extent the Borrower or a Subsidiary has made any Investment pursuant to Section 7.03(l), the net amount of any return on such Investment (whether through dividends, distributions, sale, cash repayments of principal, or other disposition of such Investment or the designation of an Subsidiary as a Subsidiary) actually received by the Borrower or a Subsidiary from such Investment; minus

(d) the aggregate amount of any Investments made pursuant to Sections 7.03(l), any Restricted Payment made pursuant to Section 7.06(e)(ii) or any payment made pursuant to Section 7.12(d) during the period commencing on the Closing Date and ending on the Reference Date (and, for purposes of this clause (d), without taking account of the intended usage of the Available Amount on such Reference Date in the contemplated transaction).

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to clause (e) of Section 3.03.

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

“Bail-In Legislation” means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“Bank Products” means any services or facilities provided to any Loan Party by any Agent, Lender, Former Lender or any Affiliate of an Agent, Lender or Former Lender (but excluding Cash Management Services) on account of (a) Swap Contracts, (b) purchase cards and (c) merchant services constituting a line of credit.

“Bankruptcy Code” has the meaning specified in the preamble hereto.

“Bankruptcy Court” has the meaning specified in the preamble hereto.

“Base Rate” means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus ½ of 1%, (c) the Term SOFR Rate for a one month Interest Period as published two (2) U.S. Government Securities Business Days prior to such day (or if such day is not a U.S. Government Securities Business Day, the immediately preceding U.S. Government Securities Business Day) plus 1%; provided that, for the purpose of this definition, the Term SOFR Rate for any day shall be based on the Term SOFR Reference Rate at approximately 5:00 a.m. New York time on such day (or any amended publication time for the Term

SOFB Reference Rate, as specified by the CME Term SOFR Administrator in the Term SOFR Reference Rate methodology) and (d) 3.00%. If the Base Rate is being used as an alternate rate of interest pursuant to Section 3.03 (for the avoidance of doubt, only until a successor rate to the Term SOFR Reference Rate has been determined pursuant to Section 3.03(b)), then the Base Rate shall be the greater of clauses (a), (b) and (d) above and shall be determined without reference to clause (c) above. Any change in the Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Term SOFR Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Term SOFR Rate, respectively.

“Base Rate Loan” means a Loan that bears interest based on the Base Rate.

“Benchmark” means, initially, the Term SOFR Rate; provided that if a Benchmark Transition Event and the related Benchmark Replacement Date have occurred with respect to the Term SOFR Rate or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) of Section 3.03.

“Benchmark Replacement” means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Required Lenders the applicable Benchmark Replacement Date:

(1) [reserved]; or

(2) the sum of: (a) the alternate benchmark rate that has been selected by the Required Lenders and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for dollar-denominated syndicated credit facilities at such time in the United States and (b) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement for any applicable Available Tenor as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement for such Available Tenor will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Required Lenders and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for dollar-denominated syndicated credit facilities at such time.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement and/or any Term Benchmark Loan, any technical, administrative or operational changes

(including changes to the definition of “Base Rate,” the definition of “Business Day,” the definition of “U.S. Government Securities Business Day,” the definition of “Interest Period,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“Benchmark Replacement Date” means, with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the first date on which all Available Tenors of such Benchmark (or such component thereof) have been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Event” means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the NYFRB, the CME Term SOFR Administrator, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with

jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Unavailability Period” means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.03 and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.03.

“Benefit Plan” means any of (a) an “employee benefit plan” (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in and subject to Section 4975 of the Code to which Section 4975 of the Code applies, or (c) any Person whose assets include (for purposes of the Plan Asset Regulations or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such “employee benefit plan” or “plan”.

“BHC Act Affiliate” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“Borrower” has the meaning specified in the introductory paragraph hereto.

“Borrower Materials” has the meaning provided in Section 6.02.

“Borrowing” means a borrowing consisting of Loans of the same Type made, deemed converted or continued on the same date and, in the case of Term Benchmark Loans, having the same Interest Period.

“Business Day” means any day (other than a Saturday or a Sunday) on which banks are open for business in New York City; provided that, in addition to the foregoing, a Business Day shall be in relation to Loans referencing the Term SOFR Rate and any interest rate settings, fundings, disbursements, settlements or payments of any such Loans referencing the Term SOFR Rate or any other dealings of such Loans referencing the Term SOFR Rate, any such day that is only a U.S. Government Securities Business Day.

“Capital Expenditures” means, with respect to any Person for any period, any expenditure in respect of the purchase or other acquisition of any fixed or capital asset (excluding normal

replacements and maintenance which are properly charged to current operations) which is, or should be in accordance with GAAP, reflected as a “capital expenditure” in a Consolidated statement of cash flows of such Person for the period in which such expenditure occurs, provided that “Capital Expenditures” shall not include (a) any such expenditures which are contractually required to be, and are, reimbursed to the Loan Parties in cash by landlords with respect to such period of calculation, (b) any such expenditure with the proceeds from any casualty insurance or condemnation or eminent domain, to the extent that the proceeds therefrom are utilized for Capital Expenditures within twelve months of the receipt of such proceeds, (c) any such expenditure with the proceeds or consideration received from any trade in of any Loan Party’s assets, or (d) any such expenditures which constitute a Permitted Acquisition.

“Capital Lease Obligations” means, with respect to any Person, the obligation of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under [GAAP] as in effect on the Closing Date, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP as in effect on April 6, 2012.

“Cash Equivalents” means any of the following types of Investments, to the extent owned by Holdings, the Borrower, or any of their respective Subsidiaries:

(a) readily marketable obligations issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof having maturities of not more than 360 days from the date of acquisition thereof; provided that the full faith and credit of the United States of America is pledged in support thereof;

(b) time deposits with, or insured certificates of deposit or bankers’ acceptances of, any commercial bank that (i) (A) is a Lender that offers such deposits, certificates of deposit or bankers’ acceptances in the ordinary course of such Lender’s business or (B) is organized under the laws of the United States of America, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States of America, any state thereof or the District of Columbia, and is a member of the Federal Reserve System, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (c) of this definition and (iii) has combined capital and surplus of at least \$1.0 billion, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(c) commercial paper issued by any Person organized under the laws of any state of the United States of America and rated at least “Prime-1” (or the then equivalent grade) by Moody’s or at least “A-1” (or the then equivalent grade) by S&P, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(d) Investments, classified in accordance with GAAP as current assets of Holdings, the Borrower, or any of their respective Subsidiaries, in money market investment programs registered under the Investment Company Act of 1940, which are administered by financial institutions that have the highest rating obtainable from either Moody’s or S&P, and the portfolios of which are limited solely to Investments of the character, quality and maturity described in clauses (a), (b) and (c) of this definition; and

(e) in the case of any Foreign Subsidiary, investments of comparable tenor and credit quality to those described in the foregoing clauses (a) through (d) customarily utilized in countries in which such Foreign Subsidiary operates for short term cash management purposes.

“Cash Pay Notice” has the meaning assigned to such term in Section 2.06 of this Agreement.

“Cash Pay Trigger” means the delivery of financial statements referred to in Section 6.01(a) and Section 6.01(b) reflecting demonstrating that Consolidated Unadjusted EBITDA is equal to or greater than \$45,000,000 for four consecutive Measurement Periods.

“Cash Management Services” means any one or more of the following types of services or facilities provided to any Loan Party by any Agent, Lender, Former Lender or any Affiliate of an Agent, Lender or Former Lender: (a) ACH transactions, (b) cash management services, including, without limitation, controlled disbursement services, treasury, depository, overdraft, and electronic funds transfer services, (c) foreign exchange facilities, (d) credit or debit cards, and (e) merchant services not constituting a Bank Product.

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980.

“CERCLIS” means the Comprehensive Environmental Response, Compensation and Liability Information System maintained by the U.S. Environmental Protection Agency.

“CFC” means a Person that is a controlled foreign corporation under Section 957 of the Code.

“Change in Law” means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority or (c) the making or issuance of any request, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

“Chapter 11 Cases” shall have the meaning specified in the preamble hereto.

“Chapter 11 Debtors” shall have the meaning specified in the preamble hereto.

“Change of Control” means an event or series of events by which:

(a) any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such Person or its subsidiaries, and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan that in each case is not acting in concert with another Person), other than the Permitted Holders, becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed to have “beneficial ownership” of all securities that such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an “option right”)), directly or indirectly, of more than 50% of the equity securities of Holdings entitled to vote for members of the board of directors

or equivalent governing body of Holdings on a fully-diluted basis (and taking into account all such securities that such “person” or “group” has the right to acquire pursuant to any option right); or

(b) Holdings shall cease, directly or indirectly, to own and control legally and beneficially all of the Equity Interests in the Borrower; or

(c) a “change of control” or any comparable term under, and as defined in, the ABL Documents or any other instrument, document or agreement governing Material Indebtedness shall have occurred, in any case that gives the holders thereof the right to require Holdings or any of its Subsidiaries to repurchase, offer to repurchase or immediately repay such Indebtedness.

“Class” when used in reference to (a) any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are First-Out Term Loans or Second-Out Term Loans, (b) any Commitment, refers to whether such Commitment is a Commitment in respect of First-Out Term Loan Commitment or Second-Out Term Loan Commitment or (c) any Lender, refers to whether such Lender has a Loan or Commitment with respect to a particular Class of Loans or Commitments.

“Closing Date” means [•], 2025.

“CME Term SOFR Administrator” means CME Group Benchmark Administration Limited as administrator of the forward-looking term SOFR (or a successor administrator).

“Code” means the U.S. Internal Revenue Code of 1986, as amended.

“Collateral” means all of the “Collateral” and “Mortgaged Property” or “Trust Property,” as applicable, referred to in the Collateral Documents and all of the other property that is or is intended under the terms of the Collateral Documents to be subject to Liens in favor of the Collateral Agent for the benefit of the Secured Parties.

“Collateral Agent” means Acquiom, in its capacity as collateral agent under the Loan Documents, or any successor collateral agent as provided in Section 9.01(b).

“Collateral Documents” means, collectively, the Security Agreement, the Pledge Agreement, the Swedish Pledge Agreement, the Intellectual Property Security Agreement, the Mortgages, the Intercreditor Agreement, collateral assignments, security agreements, pledge agreements, control agreements or other similar agreements delivered to the Collateral Agent pursuant to Section 6.12, and each of the other agreements, instruments or documents that creates or purports to create a Lien in favor of the Collateral Agent for the benefit of the Secured Parties.

“Commitment” means the First-Out Term Loan Commitments, Second-Out Term Loan Commitment, and the Incremental Term Loan Commitments.

“Committed Loan Notice” means a notice of a Borrowing, which, if in writing, shall be substantially in the form of Exhibit A-1.

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“Compliance Certificate” means a certificate substantially in the form of Exhibit D with such modifications thereto as may be mutually agreed by the Administrative Agent and the Borrower to reflect the amendments to this Agreement.

“Confirmation Order” means [].

“Consolidated” means, when used to modify a financial term, test, statement, or report of a Person, the application or preparation of such term, test, statement or report (as applicable) based upon the consolidation, in accordance with GAAP, of the financial condition or operating results of such Person and its Subsidiaries.

[“Consolidated EBITDA” means, at any date of determination, an amount equal to Consolidated Net Income of Holdings and its Subsidiaries for the most recently completed Measurement Period plus (a) the following to the extent deducted (and not added back), excluded or otherwise not taken into account in calculating Consolidated Net Income for such Measurement Period:

- (i) Consolidated Interest Charges,
- (ii) the provision for Federal, state, local and foreign income taxes payable,
- (iii) depreciation and amortization expense,
- (iv) non-cash stock compensation paid to officers, directors, employees or consultants during such Measurement Period,
- (v) all non-cash losses from Dispositions during such Measurement Period, other than Dispositions of inventory in the ordinary course of business,
- (vi) Transaction Expenses,
- (vii) expenses incurred in connection with the prepayment, amendment, or refinancing of Indebtedness during such Measurement Period,
- (viii) non-cash expenses related to LIFO/LCM reserves and non-cash rent,
- (ix) any non-cash purchase accounting adjustments made in connection with any acquisition permitted by this Agreement,
- (x) pro forma “run rate” cost savings, operating expense reductions, operational improvements and synergies (net of the amount of actual amounts realized and excluding any revenue synergies) reasonably identifiable and factually supportable (in the good faith determination of Holdings) related to (A) the Transactions, (B) asset sales, acquisitions, Investments, Dispositions, operating improvements, restructurings, cost saving initiatives and certain other similar initiatives (including the renegotiation of contracts and other arrangements) and other transactions disclosed to the Administrative Agent prior to the Closing Date that were consummated prior to the Closing Date and (C) asset sales, acquisitions, Investments, dispositions, operating improvements, restructurings, cost saving initiatives and certain other similar initiatives (including the renegotiation of contracts and other arrangements) consummated after the Closing Date, in each case of (A), (B) and (C), projected by Holdings in good faith to result from actions that have been taken or with respect to which substantial steps have been taken or are expected to be taken (in the good faith determination of Holdings) and realized within 12 months (for the avoidance of doubt including in connection with any of the foregoing, or actions taken, prior to the Closing Date); provided that a duly completed certificate of a Responsible Officer has been delivered to the Administrative Agent certifying the matters set forth in this clause (x); provided further that the amount that may be added back pursuant to this clause (a)(x), together with the aggregate amounts added back pursuant to clause clauses (a)(xv) below, shall not exceed an aggregate amount

equal to 25% of Consolidated EBITDA for such Measurement Period (calculated prior giving effect to any such amounts);

(xi) expenses incurred during such Measurement Period in connection with closed stores, store closings, and store relocations in an amount not to exceed [\$7.5] million in the aggregate in such Measurement Period,

(xii) all transactional costs, expenses and charges payable to non-Affiliated third parties and made at the time of, and in connection with, any acquisition (whether or not consummated) in an amount not to exceed [\$7.5] million in the aggregate during such Measurement Period,

(xiii) (A) any expenses or charges related to any issuance of Equity Interests, Investment, acquisition, disposition, recapitalization or the incurrence or repayment of Indebtedness (including with respect to Indebtedness, a refinancing thereof, whether or not successful and whether incurred prior to or after the Closing Date), in each case permitted to be incurred or made hereunder and any amendment or modification to the terms of any such transactions, including such fees, expenses or charges related to the Transaction (including in connection with the wind-down of the Chapter 11 Cases) and (B) the amount of any charge that is reimbursable by third parties pursuant to indemnification provisions or similar agreements or insurance; provided, that in respect of any fees, costs and expenses added back pursuant to this clause (B), Holdings in good faith expects to receive reimbursement for such fees and/or charges within the next 12 Fiscal Months (it being understood that to the extent not actually received within such 12 Fiscal Month period, such reimbursement amounts shall be deducted in calculating Consolidated EBITDA for such Fiscal Months,

(xiv) non-cash losses (minus any non-cash gains) with respect to Swap Contracts during such Measurement Period,

(xv) extraordinary, unusual or non-recurring expenses, charges or losses during such period (as determined by the Borrower in good faith, it being understood that Item 10(e) of Regulation S-K under the Securities Act shall not constitute a limitation on any such determination), and

(xvi) pre-opening and grand opening expenses in an amount not to exceed \$15.0 million in such Measurement Period;

(xv) any charge attributable to the undertaking and/or implementation of business optimization activities, cost savings initiatives, cost rationalization programs, operating expense reductions and/or synergies and/or similar initiatives and/or programs (including, without limitation, in connection with any integration, restructuring or transition, any reconstruction, decommissioning, recommissioning or reconfiguration of fixed assets for alternative uses), including any business optimization charge, any restructuring charge (including any charge relating to any tax restructuring), any charge relating to the closure or consolidation of any facility (including but not limited to rent termination costs, moving costs and legal costs), any systems implementation charge, software development costs and any severance charge; provided that the amount that may be added back pursuant to this clause (a)(xv), together with the aggregate amounts added back pursuant to clause (a)(x) above, shall not exceed an aggregate amount equal to 25% of Consolidated Adjusted EBITDA for such Measurement Period (calculated prior giving effect to any such amounts);

(xvi) proceeds of business interruption insurance in an amount representing the earnings for the applicable period that such proceeds are intended to replace (whether or not then received so long as Holdings in good faith expects to receive such proceeds within the next 12 Fiscal Months (it being

understood that to the extent such proceeds are not actually received within such 12 Fiscal Month period, such proceeds shall be deducted in calculating Consolidated EBITDA for such Fiscal Months));

(xvii) unrealized or realized net foreign currency translation or transaction losses impacting Consolidated Net Income (including, without limitation, currency remeasurements of Indebtedness and any net losses from Swap Contract for currency exchange risk associated with the above or any other currency-related risk); and minus

(b) (i) to the extent included in calculating Consolidated Net Income for such Measurement Period, all non-recurring, non-cash items increasing Consolidated Net Income (excluding any non-cash items that result in an accrual of a reserve for cash items in any future period) (in each case of or by Holdings and its Subsidiaries for such Measurement Period), (ii) non-cash gains from Dispositions other than Dispositions of inventory in the ordinary course of business, (iii) the amount added back to Consolidated EBITDA pursuant to clause (a)(xvi) above to the extent such business interruption proceeds were not received within the time period required by such clause and (iv) unrealized or realized net foreign currency translation or transaction gains impacting Consolidated Net Income (including, without limitation, currency remeasurements of Indebtedness and any net gains from Swap Contracts for currency exchange risk associated with the above or any other currency-related risk).]¹

“Consolidated First Lien Leverage Ratio” means, as of any date of determination, the ratio of (a) Total Debt as of such date that is secured by a Lien on any of the Collateral on an equal priority basis (but without regard to control of remedies) with the Liens securing the Obligations to (b) Consolidated EBITDA for the most recently completed Measurement Period.

“Consolidated Interest Charges” means, for any Measurement Period, Consolidated interest expense (net of interest income) of Holdings and its Subsidiaries determined in accordance with GAAP.

“Consolidated Leverage Ratio” means, as of any date of determination, the ratio of (a) Total Debt as of such date to (b) Consolidated EBITDA for the most recently completed Measurement Period.

“Consolidated Net Income” means, at any date of determination, the net income (or loss) of Holdings and its Subsidiaries on a Consolidated basis for the most recently completed Measurement Period; provided that Consolidated Net Income shall exclude (a) extraordinary non-cash gains and extraordinary non-cash losses for such Measurement Period, [(b) the net income of any Subsidiary during such Measurement Period to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary of such income is not permitted by operation of the terms of its Organization Documents or any agreement, instrument or Law applicable to such Subsidiary during such Measurement Period (provided that this clause (b) shall not, with respect to any Foreign Subsidiary, exclude income that can only be distributed following the adoption of the relevant annual accounts or Consolidated annual accounts for such Foreign Subsidiary’s Fiscal Year), except that Consolidated Net Income shall be reduced to the extent of any equity held by Holdings or any of its Subsidiaries in any net loss of any such Subsidiary for such Measurement Period,]² (c) the income (or loss) of any Person during such Measurement Period and accrued prior to the date it becomes a Subsidiary of Holdings or its

¹ NTD: Subject to continued review.

² NTD: ~~Subject to continued review~~ [Confirm re Elfa.](#)

Subsidiaries or is merged into or Consolidated with Holdings or a Subsidiary or that Person's assets are acquired by Holdings or any of its Subsidiaries, (d) any income (or loss) for such period of any Person if such Person is not a Subsidiary of Holdings, except that Consolidated Net Income shall be increased by the aggregate amount of cash actually distributed by such Person during such Measurement Period to Holdings or a Subsidiary as a dividend or other distribution (and in the case of a dividend or other distribution to a Subsidiary which is not a Loan Party, such Subsidiary is not precluded from further distributing such amount to the Borrower as described in clause (b) of this proviso), and (e) the cumulative effect of changes in accounting principles.

“Consolidated Secured Leverage Ratio” means, as of any date of determination, the ratio of (a) Total Debt as of such date that is secured by a Lien on any of the Collateral to (b) Consolidated EBITDA for the most recently completed Measurement Period.

“Consolidated Unadjusted EBITDA” means, at any date of determination, an amount equal to Consolidated Net Income of Holdings and its Subsidiaries for the most recently completed Measurement Period plus the following to the extent deducted (and not added back), excluded or otherwise not taken into account in calculating Consolidated Net Income for such Measurement Period: (i) Consolidated Interest Charges, (ii) the provision for Federal, state, local and foreign income taxes payable and (iii) depreciation and amortization expense.

“Contractual Obligation” means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

“Conversion/Continuation Notice” means a notice of (a) a conversion of Loans from one Type to the other, or (b) a continuation of Term Benchmark Loans, pursuant to Section 2.02(c), which, if in writing, shall be substantially in the form of Exhibit A-2.

“Corresponding Tenor” with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“Covered Entity” means any of the following:

- (a) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
- (b) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
- (c) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“Covered Party” has the meaning assigned to it in Section 11.22.

“Debtor Relief Laws” means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United

States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“Default” means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

“Default Rate” means for Loans and any other amounts due hereunder, an interest rate equal to (i) the Base Rate plus (ii) the Applicable Margin applicable to Base Rate Loans plus (iii) 2% per annum; provided, however, that with respect to a Term Benchmark Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Margin) otherwise applicable to such Loan plus 2% per annum.

“Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“Defaulting Lender” means any Lender that (a) has failed to fund any portion of the Loans required to be funded by it hereunder within two Business Days of the date required to be funded by it hereunder, unless such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender’s good faith determination that a condition precedent to funding (specifically identified in writing, including, if applicable, by reference to a specific Default) has not been satisfied, (b) has otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two Business Days of the date when due, unless the subject of a good faith dispute, or (c) has (i) become the subject of a bankruptcy or insolvency proceeding or (ii) become the subject of a Bail-In Action.

“Designated Noncash Consideration” means non-cash consideration received by the Borrower or one of its Subsidiaries in connection with an Disposition that is so designated as Designated Noncash Consideration pursuant to a certificate of a responsible officer of the Borrower, setting forth the basis of such valuation.

“Discharge of ABL Obligations” has the meaning specified in the Intercreditor Agreement.

“Disposition” or “Dispose” means the sale, transfer, license, lease, or other disposition (including any sale and leaseback transaction) of any property (including, without limitation, any Equity Interests or Disqualified Equity Interests of any other Person held by a specified Person) by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith, in each case, resulting in consideration to such Person (including assumption of liabilities) for any such transaction or series of related transactions in excess of \$1.0 million.

“Disqualified Equity Interests” means any Equity Interests of any Person that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder thereof), or upon the happening of any event, (a) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, in each case prior to the six month anniversary of the Maturity Date, (b) requires the payment of any cash dividend or any other scheduled payment constituting a return of capital, in each case prior to the six month anniversary of the Maturity Date, or (c) is convertible into or exchangeable for debt securities or for any Equity Interest referred to in clause (a) above, in each case at any time prior to the six month anniversary of the Maturity Date.

“Dollar”, “dollars” and “\$” mean lawful money of the United States.

“Domestic Subsidiary” means any Subsidiary that is organized or existing under the laws of the United States, any state thereof or the District of Columbia.

“Early Maturity Basket” means an aggregate principal amount equal to the greater of (x) \$37.5 million and (y) ~~50~~75% of Consolidated EBITDA.

“EEA Financial Institution” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent;

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

“Eligible Assignee” means (a) a Secured Party or any of its Affiliates; (b) a bank, insurance company, or company engaged in the business of making commercial loans, which Person, together with its Affiliates, has a combined capital and surplus in excess of \$250.0 million; (c) an Approved Fund; (d) any Person to whom a Secured Party assigns its rights and obligations under this Agreement as part of an assignment and transfer of such Secured Party’s rights in and to a material portion of such Secured Party’s portfolio of term loan credit facilities and (e) any other Person (other than a natural person) approved by (i) the Administrative Agent and (ii) unless an Event of Default under Section 8.01(a) or 8.01(f) has occurred and is continuing, the Borrower (each such approval not to be unreasonably withheld or delayed); provided that notwithstanding the foregoing, “Eligible Assignee” shall not include a Loan Party or any of the Loan Parties’ Subsidiaries.

“Electronic Signature” means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

“Environmental Laws” means any and all Federal, state, local and foreign statutes, laws, regulations, ordinances, rules, common law, judgments, orders, decrees, permits, concessions, grants, franchises or licenses, relating to pollution or the protection of the environment or the Release or threat of Release of any hazardous substances, materials or wastes (including Hazardous Materials) into the environment or human health (to the extent related to exposure to Hazardous Materials), or generation, storage, treatment, transport or handling of any Hazardous Materials.

“Environmental Liability” means any liability, whether pending or threatened (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower, any other Loan Party or any of their respective Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials into the environment or (e)

any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Environmental Permit” means any permit, approval, identification number, license or other authorization required under any Environmental Law.

“Equity Interests” means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

“ERISA Affiliate” means any entity under common control with Holdings or the Borrower and with which Holdings or the Borrower would be treated as a single employer within the meaning of Section 414 of the Code or Section 4001(a)(14) of ERISA.

“ERISA Event” means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by Holdings, the Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) with respect to any Pension Plan, a failure to satisfy the minimum funding standard under Sections 412 and 430 of the Code or Sections 302 and 303 of ERISA, whether or not waived; (d) a determination that any Pension Plan is, or is expected to be, in “at-risk” status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code); (e) a complete or partial withdrawal (within the meanings of Sections 4203 and 4205 of ERISA) by Holdings, the Borrower or any ERISA Affiliate from a Multiemployer Plan or receipt by Holdings or the Borrower of notice from any Multiemployer Plan that it is insolvent (within the meanings of Section 4245 of ERISA) or in “endangered” or “critical” status (within the meaning of Section 432 of the Code or Section 305 of ERISA); (f) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Section 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate under Section 4042 of ERISA a Pension Plan or Multiemployer Plan; (g) the appointment of a trustee to administer under Section 4042 of ERISA any Pension Plan or Multiemployer Plan; or (h) with respect to any Pension Plan the imposition of a lien or the posting of a bond or other security pursuant to Section 436(f) of the Code or Section 206(g)(5) of ERISA.

“Event of Default” has the meaning specified in Section 8.01. An “Event of Default” shall be deemed to be continuing unless and until that Event of Default has been duly waived as provided in Section 11.01.

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

[“Excess Cash Flow” means, for any Fiscal Year of Holdings, the sum (without duplication) of:

(a) the Consolidated Net Income (or loss) of Holdings and its Subsidiaries for such Fiscal Year, adjusted (i) to exclude any gains or losses attributable to any events as a result of which a mandatory prepayment (other than from Excess Cash Flow) of the Facility is required and (ii) to subtract the amount, if any, by which taxes paid or required to be paid in cash with respect to such Fiscal Year exceeds the amount of taxes deducted in calculating Consolidated Net Income and to add the amount, if any, by which taxes paid or required to be paid with respect to such Fiscal Year in cash are less than the amount deducted in calculating Consolidated Net Income; plus

(b) depreciation, amortization and other non-cash charges or losses deducted in determining such Consolidated Net Income (or loss) for such Fiscal Year; plus

(c) the amount, if any, by which Net Working Capital decreased during such Fiscal Year (except as a result of the reclassification of items from short-term to long-term or vice-versa); minus

(d) the amount, if any, by which Net Working Capital increased during such Fiscal Year (except as a result of the reclassification of items from short-term to long-term or vice-versa); minus

(e) cash expenditures of Holdings and its Subsidiaries for and incurred in connection with Permitted Acquisitions or Investments pursuant to Section 7.03(l) during such Fiscal Year (except to the extent financed with the proceeds of Indebtedness, equity issuances, casualty proceeds, condemnation proceeds or other proceeds that would not be included in Consolidated Net Income (or loss) for such Fiscal Year); minus

(f) permanent repayments of Indebtedness (including any premium, make-whole or other penalty associated therewith) other than, solely for the purposes of Section 2.03(b), Indebtedness hereunder, made in cash by the Subsidiaries during such Fiscal Year and permitted hereunder, but, only to the extent that the Indebtedness so prepaid by its terms cannot be reborrowed or redrawn and such repayments do not occur in connection with a refinancing of all or any portion of such Indebtedness; minus

(g) cash payments by the Borrower and the Subsidiaries during such period in respect of long-term liabilities of the Borrower and the Subsidiaries (other than Indebtedness) to the extent such payments are not expensed during such period; minus

(h) the amount expended in respect of voluntary prepayments of Loans made pursuant to Section 2.03(d) (other than in connection with a refinancing); minus

(i) Restricted Payments made in cash by the Borrower during such Fiscal Year pursuant to Section 7.06(c) or (d); minus

(j) Capital Expenditures actually made in cash by Holdings and its Subsidiaries in such Fiscal Year (except to the extent financed with the proceeds of Indebtedness, equity issuances, casualty proceeds, condemnation proceeds or other proceeds that would not be included in Consolidated Net Income (or loss) for such Fiscal Year); minus

(k) any non-cash gains included in determining such Consolidated Net Income (or loss) for such Fiscal Year.]³

“Excluded Swap Obligation” means, with respect to any Loan Party, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Loan Party of, or the grant by such Loan Party of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Loan Party’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time such Loan Party’s obligations under the last paragraph of Section 10.01 become effective with respect to such related Swap Obligation.

“Excluded Taxes” means, with respect to the Agents, any Lender or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) taxes imposed on or measured by its overall net income (however denominated), franchise taxes imposed on it (in lieu of net income taxes) and branch profits taxes (or similar taxes) imposed by a jurisdiction (or any political subdivision thereof) as a result of such recipient being organized or resident in, maintaining a Lending Office in, or doing business in such jurisdiction, (b) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Borrower under Section 11.13), any U.S. federal withholding tax to the extent imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new Lending Office) except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from the Borrower with respect to such withholding tax pursuant to Section 3.01; (c) taxes attributable to a Lender’s failure to comply with Section 3.01(e) or (f) and (d) any tax imposed as a result of such recipient’s failure to establish a complete exemption under FATCA.

“Existing DIP Administrative Agents” has the meaning set forth in the preamble.

“Existing DIP Credit Agreement” has the meaning set forth in the preamble.

“Existing DIP Facility” shall mean the asset based revolving credit facility of the Borrower governed by the Existing DIP Credit Agreement.

“Existing DIP Lenders” has the meaning set forth in the preamble.

“Existing Liens” has the meaning set forth in Section 11.01(h).

“Existing Term Loan Facility” means the credit agreement governing the \$200.0 million senior secured term loan facility dated as of April 6, 2012, among the Borrower, the guarantors party thereto, the lenders party thereto and JPMorgan as administrative agent and collateral agent, as amended or modified from time to time.

[“Extraordinary Receipt” means any cash received by or paid to any Person in respect of proceeds of insurance (other than (i) proceeds of business interruption insurance to the extent such proceeds constitute compensation for lost earnings and (ii) in respect of any leased property (or assets located on such leased property) to the extent that such proceeds are required to be paid to the landlord of such Person pursuant to the terms of the Lease for such leased property) and condemnation awards (and

³ NTD: Subject to continued review.

payments in lieu thereof), in each case, to the extent the amount of cash received by or paid to such person is at least \$1.0 million.]⁴

“Facility” has the meaning set forth in the preamble.

“FATCA” means Sections 1471 through 1474 of the Code as in effect on the date hereof or any successor provision that is substantively comparable and not materially more onerous to comply with, and, in each case, any current or future regulations promulgated thereunder or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(i) of the Code and any intergovernmental agreements (together with any law implementing such agreements).

“Federal Funds Effective Rate” means, for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions, as determined in such manner as the NYFRB shall set forth on NYFRB’s Website from time to time, and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate, provided that if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

“First-Out DIP Term Loans” has the meaning set forth in the preamble.

“First-Out Term Loan Commitments” means, with respect to each Lender, the commitment to make First-Out Term Loans hereunder in accordance with Section 2.01(a), expressed as an amount representing the maximum principal amount of the First-Out Term Loans to be made by such Lender hereunder, as such commitment may be reduced from time to time (a) pursuant to assignments by or to such Lender pursuant to an Assignment and Assumption or (b) upon the incurrence of such First-Out Term Loans pursuant to Section 2.01(a). The initial amount of each Lender’s First-Out Term Loan Commitment is set forth on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender shall have assumed its First-Out Term Loan Commitment.

“First-Out Term Loan Interest Payment Date” means (i) the last Business Day of each calendar month commencing with [February 28, 2025], (ii) upon any prepayment due to acceleration or any other prepayment or repayment, and (iii) the Maturity Date.

“First-Out Term Loan PIK Margin” means 5.50% per annum.

“First-Out Term Loans” has the meaning set forth in the preamble.

“First Priority Lien” means any Lien purported to be created on any Collateral pursuant to any Collateral Document, that such Lien is the most senior Lien to which such Collateral is subject (subject to (i) in the case of Mortgages, Permitted Encumbrances, and (ii) otherwise, Permitted Liens).

“Fiscal Month” means any fiscal month of any Fiscal Year.

“Fiscal Quarter” means any fiscal quarter of any Fiscal Year.

“Fiscal Year” means any period of twelve consecutive Fiscal Months ending on the Saturday closest to March 31 in each calendar year (except for 53-week years).

⁴ NTD: Subject to continued review.

“Flood Documentation” means, with respect to each Mortgaged Property located in the United States or any territory thereof, (i) a completed “life-of-loan” Federal Emergency Management Agency standard flood hazard determination (together with a notice about Special Flood Hazard Area status and flood disaster assistance duly executed by the Borrower and the applicable Loan Party relating thereto) and (ii) a copy of, or a certificate as to coverage under, and a declaration page relating to, the insurance policies required by Section 6.07 hereof and the applicable provisions of the Collateral Documents, each of which shall (A) be endorsed or otherwise amended to include a “standard” or “New York” lender’s loss payable or mortgagee endorsement (as applicable), (B) name the Collateral Agent, on behalf of the Secured Parties, as additional insured and loss payee/mortgagee and (C) identify the address of each property located in a Special Flood Hazard Area, the applicable flood zone designation and the flood insurance coverage and deductible relating thereto and (iii) be otherwise in form and substance reasonably satisfactory to the Administrative Agent.

“Flood Insurance Laws” means, collectively, (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (iii) the National Flood Insurance Reform Act of 1994 as now or hereafter in effect or any successor statute thereto and (iv) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto.

“Floor” means a rate of interest equal to 2.00% per annum.

“Foreign Lender” means any Lender that is not, for U.S. federal income tax purposes, (i) an individual who is a citizen or resident of the United States, (ii) a corporation, partnership or other entity treated as a corporation or partnership created or organized in or under the laws of the United States, or any political subdivision thereof, (iii) an estate whose income is subject to U.S. federal income taxation regardless of its source or (iv) a trust if a court within the United States is able to exercise primary supervision over the administration of such trust and one or more United States persons have the authority to control all substantial decisions of such trust. In addition, solely for purposes of clause (b) of the definition of “Excluded Taxes,” a Foreign Lender shall include a partnership or other entity treated as a partnership created or organized in or under the laws of the United States, or any political subdivision thereof, but only to the extent the partners of such partnership (including indirect partners if the direct partners are partnerships or other entities treated as partnerships for U.S. federal income tax purposes created or organized in or under the laws of the United States, or any political subdivision thereof) are treated as Foreign Lenders under the preceding sentence.

“Foreign Plan” means any employee benefit plan, program, policy, arrangement or agreement maintained or contributed to by, or entered into with, Holdings, the Borrower or any Subsidiary with respect to employees employed by Holdings, the Borrower or any Subsidiary outside the United States that is not subject to the laws of the United States.

“Foreign Subsidiary” means any Subsidiary that is not a Domestic Subsidiary.

“Former Lender” means any Person that was a Lender but that has assigned all of its Loans and Commitments, and no longer holds any Loans and Commitments and, at the time of such assignment, was, or an Affiliate of such Lender was, a counterparty under any agreement with respect to Bank Products or Cash Management Services with any Loan Party, which agreements relating to Bank Products or Cash Management Services have not expired, been paid out or otherwise terminated or renewed.

“FRB” means the Board of Governors of the Federal Reserve System of the United States.

“Fund” means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

“GAAP” means generally accepted accounting principles in the United States, as in effect from time to time; provided, however, that if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof (including through the adoption of IFRS) on the operation of such provisions (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof (including through the adoption of IFRS), then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

“Governmental Authority” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“Guarantee” means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien). The amount of any Guarantee shall be deemed to be an amount equal to, with respect to clause (a) above, the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith or, with respect to clause (b) above, the fair market value of the property subject to (or contemplated to be subject to) such Lien as determined by the guaranteeing Person in good faith. The term “Guarantee” as a verb has a corresponding meaning.

“Guarantor” means Holdings and the Subsidiary Guarantors listed on Schedule 6.12 and each other Subsidiary of Holdings that is required to sign a counterpart to this Agreement pursuant to Section 6.12(a)(i).

“Guaranty” means the guaranty contained in Article X hereof made by the Guarantors in favor of the Secured Parties.

“Hazardous Materials” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated or defined as hazardous or toxic (or words of similar import) pursuant to any Environmental Law.

“Holdings” means The Container Store Group, Inc., a Delaware corporation.

“IFRS” means International Financial Reporting Standards and applicable accounting requirements set by the International Accounting Standards Board or any successor thereto (or the Financial Accounting Standards Board, the Accounting Principles Board of the American Institute of Certified Public Accountants, or any successor to either such Board, or the SEC, as the case may be), as in effect from time to time.

“Incremental Term Borrowing” means a Borrowing comprised of Incremental Term Loans.

“Incremental Term Lender” means a Lender with an Incremental Term Loan Commitment or an outstanding Incremental Term Loan.

“Incremental Term Loan Amount”⁵ means, at any time, the excess, if any, of the greater of (a) the sum of (i) the greater of (x) \$75.0 million and (y) ~~100~~150% of Consolidated EBITDA plus (ii) all voluntary prepayments of the existing Facility other than with the proceeds of long term Indebtedness and (b) any amount so long as, in the case of this clause (b), (i) if such Indebtedness is secured by a Lien on an equal priority basis with the Liens on the Collateral securing the Obligations, on a Pro Forma Basis, the Consolidated First Lien Leverage Ratio for the Measurement Period most recently ended prior to the incurrence of such Indebtedness does not exceed [2.50] to 1.00, (ii) if such Indebtedness is secured by a Lien on a junior priority basis with the Liens on the Collateral securing the Obligations, on a Pro Forma Basis, the Consolidated Secured Leverage Ratio for the Measurement Period most recently ended prior to the incurrence of such Indebtedness does not exceed [-] to 1.00 and (iii) if such Indebtedness is secured solely by Liens on property or assets not constituting Collateral or if such Indebtedness is unsecured, on a Pro Forma Basis, the Consolidated Leverage Ratio for the Measurement Period most recently ended prior to the incurrence of such Indebtedness does not exceed [-] to 1.00 (it being understood that if pro forma effect is given to the entire committed amount of any such additional amount on the date of initial borrowing of such Indebtedness or entry into the definitive agreement providing for the commitment to fund such Indebtedness, such committed amount may thereafter be borrowed and reborrowed in whole or in part, from time to time, without further compliance with this clause (b)).

“Incremental Term Loan Commitment” means the commitment of any Lender, established pursuant to Section 2.12, to make Incremental Term Loans to the Borrower.

“Incremental Term Loans” means Loans made by one or more Lenders to the Borrower pursuant to Section 2.01(b). Incremental Term Loans may be made in the form of additional Term Loans

⁵ NTD: Ratios subject to ongoing discussion, including classification language.

or, to the extent permitted by Section 2.12 and provided for in the relevant Additional Credit Extension Amendment, Other Term Loans.

“Indebtedness” means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

- (a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;
- (b) the maximum amount (after giving effect to any prior drawings or reductions that may have been reimbursed) of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial letters of credit), bankers’ acceptances, bank guaranties, surety bonds and similar instruments;
- (c) net obligations of such Person under Swap Contracts;
- (d) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business which are being disputed in good faith by appropriate proceedings or which are not past due for more than 120 days after the date on which such trade account was created, any bona fide earn-out obligation or purchase price adjustment until such obligation is not paid after becoming due and payable and accounts for payroll and other liabilities in the ordinary course of business);
- (e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;
- (f) all Attributable Indebtedness in respect of Capital Lease Obligations and Synthetic Lease Obligations of such Person and all Synthetic Debt of such Person;
- (g) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interest in such Person or any other Person, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends; and
- (h) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is non-recourse to such Person. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of outstanding Indebtedness as of any date shall be the principal amount or accreted value thereof at such date.

“Indemnified Taxes” means Taxes other than Excluded Taxes imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document.

“Indemnitee” has the meaning specified in Section 11.04(b).

“Independent Financial Advisor” means an accounting, appraisal, investment banking firm or consultant of nationally recognized standing that is, in the good faith judgment of the Borrower, qualified to perform the task for which it has been engaged and that is independent of the Borrower and its Affiliates.

“Information” has the meaning specified in Section 11.07.

“Intellectual Property” means all present and future: trade secrets, know-how and other proprietary information; trademarks, internet domain names, service marks, trade dress, trade names, business names, designs, logos, slogans, indicia of origin, and other source and/or business identifiers, and all registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights and copyright applications; unpatented inventions (whether or not patentable); patents and patent applications; license agreements related to any of the foregoing; all other intellectual property; and all common law and other rights throughout the world in and to all of the foregoing.

“Intercreditor Agreement” means an intercreditor agreement substantially in the form of Exhibit C.

“Interest Period” means, with respect to any Term Benchmark Borrowing, the period commencing on the date of such Borrowing and, except as contemplated by Section 2.01, ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter, as the Borrower may elect; provided, that:

(a) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(b) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period;

(c) no Interest Period longer than one month may be selected prior to the date that is the 30th day following the Closing Date; and

(d) no tenor that has been removed from this definition pursuant to Section 3.03(e) shall be available for specification in such Committed Loan Notice or Conversion/Continuation Notice. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

“Investment” means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or interest in, another Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the assets of another Person or of the assets of another Person that constitute a discrete business unit. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested (measured at the time made), without adjustment for subsequent increases or decreases in the value of such Investment.

“IRS” means the United States Internal Revenue Service.

“ISDA Definitions” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.

“Laws” means, collectively, all international, foreign, Federal, state and local statutes, laws (including common law), treaties, rules, guidelines, regulations, judgments, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“Lease” means any agreement, whether written or oral, no matter how styled or structured, pursuant to which a Loan Party is entitled to the use or occupancy of any space in a structure, land, improvements or premises for any period of time.

“Lender” has the meaning specified in the introductory paragraph hereto and their respective successors and assigns as permitted hereunder, each of which is referred to herein as a “Lender”.

“Lending Office” means, as to any Lender, the office or offices of such Lender described as such in such Lender’s Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent.

“Lien” means any mortgage, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), charge, preference, or priority in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to Real Estate, and any financing lease having substantially the same economic effect as any of the foregoing).

“Liquidation” means the exercise by the Administrative Agent or Collateral Agent of those rights and remedies accorded to such Agents under the Loan Documents and applicable Law as a creditor of the Loan Parties with respect to the realization on the Collateral, including (after the occurrence and continuation of an Event of Default) the conduct by the Loan Parties acting with the consent of the Administrative Agent, of any public, private or going out of business sale or other disposition of the Collateral for the purpose of liquidating the Collateral. Derivations of the word “Liquidation” (such as “Liquidate”) are used with like meaning in this Agreement.

“Liquidity” means, as of any date of determination, the sum of (i) unrestricted cash and Cash Equivalents of the Loan Parties (it being understood that (a) whether cash and Cash Equivalents is restricted or unrestricted shall be determined in accordance with GAAP and (b) cash and Cash Equivalents shall not be deemed restricted solely as a result of being subject to a Lien securing the Obligations and the Obligations under the ABL Facility) plus (ii) an amount equal to ABL Excess Availability less 10% of the Borrowing Base (as defined in the ABL Credit Agreement).

“Loan Documents” means, collectively, (a) this Agreement, (b) the Notes, (c) the Collateral Documents and (d) each Additional Credit Extension Amendment.

“Loan Parties” means, collectively, the Borrower and each Guarantor.

“Loans” means the First-Out Term Loans, Second-Out Term Loans, and Incremental Term Loans.

“Make-Whole Amount” means, as of any date of determination, an amount equal to the present value of (1) all required remaining scheduled interest that would accrue on the Term Loans, subject to the Applicable Premium Event, from the date of determination through the date that is eighteen months after the Closing Date, assuming that the rate of interest will be equal to the rate of interest in effect on the determination date, including default interest, if applicable (which shall not include, for the avoidance of doubt, accrued and unpaid interest through the date on which the Make-Whole Amount shall be paid), plus (2) the Applicable Premium payable as if such Applicable Premium Event occurred on the day immediately following the eighteen-month anniversary of the Closing Date, in each case, computed using a discount rate equal to the Treasury Rate plus 50 basis points per annum.

“Material Adverse Effect” means (a) any change, circumstance, event or effect that would be materially adverse to the assets, liabilities, business, financial condition or results of operations of Holdings and its Subsidiaries taken as a whole; (b) a material impairment of the rights and remedies of the Administrative Agent, the Collateral Agent or any Lender under any Loan Document, or of the ability of any of Holdings, the Borrower or any Subsidiary to perform its obligations under any Loan Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any of Holdings, the Borrower or any Subsidiary of any Loan Document to which it is a party; provided, that, the Chapter 11 Cases, the entry of the Confirmation Order and the facts disclosed publicly in the filings made in connection therewith and the consummation of the Approved Plan of Reorganization in accordance with such Approved Plan of Reorganization shall not constitute a Material Adverse Effect.

“Material Indebtedness” means Indebtedness (other than the Obligations) of any of the Holdings or any of its Subsidiaries in an aggregate principal amount exceeding \$15.0 million for all such Persons. For purposes of determining the amount of Material Indebtedness at any time, the amount of the obligations in respect of any Swap Contract at such time shall be calculated at the Swap Termination Value thereof.

“Material Intellectual Property” means any Intellectual Property that, individually or in the aggregate, is material to the operation of the business of the Borrower and its Subsidiaries, taken as a whole.

“Material Subsidiary” means, at any date of determination, any Subsidiary or group of Subsidiaries (a) whose total assets at the last day of the most recently ended Measurement Period were equal to or greater than 5% of the Consolidated total assets of Holdings and its Consolidated Subsidiaries at such date, or (b) whose gross revenues for such Measurement Period were equal to or greater than 5% of the Consolidated gross revenues of Holdings and its Consolidated Subsidiaries for such period, in each case determined in accordance with GAAP.

“Maturity Date” means (a) with respect to the First-Out Term Loans, April 30, 2029, and (b) with respect to the Second-Out Term Loans, July 30, 2029.

“Maximum Rate” has the meaning specified in Section 11.09.

“Measurement Period” means, at any date of determination, the most recently completed four consecutive Fiscal Quarters of Holdings and its Subsidiaries for which financial statements pursuant

to Section 6.01(a) or (b) have been, or were required to have been, delivered for the applicable fiscal period.

“Mortgage” means any deed of trust, trust deed, deed to secure debt, mortgage or other similar instrument, as applicable, creating a real property Lien on and security interest in Real Estate in favor of Collateral Agent on behalf of the Secured Parties, in each case in form and substance reasonably satisfactory to the Administrative Agent and its counsel.

“Mortgage Policy” has the meaning specified in Section 6.12(b).

“Mortgaged Property” means each parcel of Real Estate owned in fee by any Loan Party, if any, which shall be subject to a Mortgage pursuant to Section 6.12.

“Moody’s” means Moody’s Investors Service, Inc. and any successor thereto.

“Multiemployer Plan” means a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA, to which Holdings, the Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions on behalf of participants who are or were employed by any of them.

“Net Cash Proceeds” means:

(a) with respect to any Disposition by Borrower or any of its Subsidiaries, or any Extraordinary Receipt received or paid to the account of Holdings or any of its Subsidiaries, the excess, if any, of (i) the sum of cash and Cash Equivalents received in connection with such transaction (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, including the monetization of any Designated Noncash Consideration, but only as and when so received) over (ii) the sum of (A) the principal amount of any Indebtedness (plus any premium or other required payment on account thereof) that is secured by a Lien having priority over the Lien of the Collateral Agent (if any) on the applicable asset and that is required to be repaid in connection with such transaction (other than Indebtedness under the Loan Documents, but including, the payment of the proceeds from any ABL Priority Collateral in reduction of the Indebtedness under the ABL Facility) plus, in the case of any Disposition by a Foreign Subsidiary or an Extraordinary Receipt received by a Foreign Subsidiary, the principal amount of Indebtedness (if any) of such Foreign Subsidiary or other Foreign Subsidiaries proposed to be repaid with such Net Cash Proceeds and (B) the reasonable out-of-pocket expenses incurred by Borrower or such Subsidiary in connection with such transaction; and

(b) with respect to the incurrence or issuance of any Indebtedness not permitted to be incurred or issued pursuant to Section 7.02 by Borrower or any Subsidiary, the excess, if any, of (i) the sum of the cash and Cash Equivalents received in connection with such incurrence or issuances over (ii) the investment banking fees, underwriting discounts, commissions, costs and other out-of-pocket expenses and other customary expenses, incurred by Borrower or such Subsidiary in connection with such incurrence or issuance.

“Net Working Capital” means, at any date, (a) the Consolidated current assets of Holdings and its Subsidiaries as of such date (excluding cash and current assets in respect of income taxes) minus (b) the Consolidated current liabilities of Holdings and its Subsidiaries as of such date (excluding current liabilities in respect of Indebtedness and deferred income taxes). Net Working Capital

at any date may be a positive or negative number. Net Working Capital increases when it becomes more positive or less negative and decreases when it becomes less positive or more negative.

“Note” means a promissory note made by the Borrower in favor of a Lender, evidencing Loans made by such Lender, substantially in the form of Exhibit E.

“NPL” means the National Priorities List under CERCLA.

“NYFRB” means the Federal Reserve Bank of New York.

“NYFRB’s Website” means the website of the NYFRB at <http://www.nyfrb.org>, or any successor source.

“NYFRB Rate” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received to the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“Obligations” means (a) all debts (including principal, interest, fees, the Applicable Premium, costs, and expenses), liabilities, obligations, covenants, indemnities, and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan (including any Other Term Loan), whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding and (b) any Other Liabilities, excluding, with respect to any Guarantor that is not a Qualified ECP Guarantor, Excluded Swap Obligations of such Guarantor.

“Organization Documents” means (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, limited partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

“Other Liabilities” means amounts due on account of or arising from (a) any Cash Management Services furnished to any of the Loan Parties and (b) any transaction which arises out of any Bank Product entered into with any of the Loan Parties, as each may be amended from time to time.

“Other Taxes” means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies (including any interest, additions to tax or penalties applicable thereto) arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

“Other Term Loans” has the meaning specified in Section 2.12(a).

“Overnight Bank Funding Rate” means, for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in Dollars by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on NYFRB’s Website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

“Participant” has the meaning specified in Section 11.06(d).

“Participant Register” has the meaning specified in Section 11.06(d).

“PBGC” means the Pension Benefit Guaranty Corporation.

“PCAOB” means the Public Company Accounting Oversight Board.

“Pension Plan,” means any “employee pension benefit plan” (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Section 412 of the Code or Title IV of ERISA and is sponsored or maintained by Holdings, the Borrower or any ERISA Affiliate or to which Holdings, the Borrower or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five plan years on behalf of participants who are or were employed by any of them.

“Perfection Certificate” means a certificate in the form of Exhibit H-1 or any other form approved by the Collateral Agent, as the same shall be supplemented from time to time by a Perfection Certificate Supplement or otherwise.

“Perfection Certificate Supplement” means a certificate supplement in the form of Exhibit H-2 or any other form approved by the Collateral Agent.

“Permitted Acquisition” has the meaning assigned to such term in Section 7.03(h).

“Permitted Encumbrances” has the meaning specified in the Mortgages.

~~“Permitted Holders” means [].~~

“Permitted Holders” means (i) [Closing Date Equity Holders] and (ii) any person that, directly or indirectly, holds or acquires beneficial ownership of 100% on a fully diluted basis of the total voting power of the Voting Stock of Holdings, and of which no other any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such Person or its subsidiaries, and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan that in each case is not acting in concert with another Person), other than any of the other Permitted Holders, (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed to have “beneficial ownership” of all securities that such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an “option right”)) more than 50% of the equity securities of Holdings entitled to vote for members of the board of directors or equivalent governing body of Holdings on a fully-diluted basis (and taking into account all such securities that such “person” or “group” has the right to acquire pursuant to any option right).

“Permitted Holdco Debt” means Indebtedness of Holdings that (A) is not subject to any Guarantee by the Borrower or any other Subsidiary, (B) will not mature prior to the date that is 180 days after the Maturity Date, (C) has no scheduled amortization or mandatory redemption of principal (excluding customary offers to purchase under certain circumstances, such as a “change in control”) prior to the date that is 180 days after the Maturity Date, (D) does not require or permit payments in cash of interest or other amounts in the nature of interest prior to the date that is 180 days after the Maturity Date, (E) is subordinated to the Obligations on terms reasonably acceptable to the Administrative Agent, (F) is unsecured, (G) is not convertible into or exchangeable for any Indebtedness or Equity Interests other than Equity Interests in Holdings (other than Disqualified Equity Interests) on market terms, (H) has covenants, defaults and remedies provisions customary for senior discount notes of an issuer that is the parent of a borrower under senior credit facilities, and (I) the net proceeds from which are contributed by Holdings to the Borrower or any of the Subsidiaries for its general corporate purposes (including, without limitation, for the payment of the purchase price for acquisitions permitted under Section 7.03(h)).

“Permitted Indebtedness” has the meaning specified in Section 7.02.

“Permitted Lien” has the meaning specified in Section 7.01.

“Permitted Protest” means the protest by the Borrower or any Subsidiary of any Lien (other than any such Lien that secures the Obligations), taxes, or rental payment, provided that (a) a reserve with respect to such obligation is established on the books and records of the applicable Person in such amount (if any) to the extent required under GAAP, (b) any such protest is prosecuted diligently by the Borrower or such Subsidiary, as the case may be, in good faith, by appropriate proceedings, (c) such protest effectively suspends collection of the contested obligation and enforcement of any Lien securing such obligation, and (d) the failure to make payment during the pendency of such protest, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

“Permitted Refinancing Indebtedness” means, with respect to any Person, any modification, refinancing, refunding, renewal or extension of any Indebtedness of such Person (or any successor of such Person) by such Person or its successor; provided that (a) the principal or committed amount (or accreted value, if applicable) thereof does not exceed the sum of (i) the outstanding principal or committed amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed or extended plus (ii) prepayment premiums and other reasonable amounts paid, and fees (including original issue discount and upfront fees) and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal or extension, (b) other than with regard to Permitted Refinancing Indebtedness in respect of Indebtedness permitted pursuant to Section 7.03(f) or Section 7.03(h) such modification, refinancing, refunding, renewal or extension has (i) a final maturity date equal to or later than the final maturity date of the Indebtedness being modified, refinanced, refunded, renewed or extended and (ii) a weighted average life to maturity equal to or greater than the weighted average life to maturity of the Indebtedness being modified, refinanced, refunded, renewed or extended, (c) if the Indebtedness being modified, refinanced, refunded, renewed or extended is Subordinated Indebtedness, such modification, refinancing, refunding, renewal or extension (i) is subordinated in right of payment to the Obligations on terms at least as favorable, taken as a whole, to the Lenders as those contained in the documentation governing the Subordinated Indebtedness being modified, refinanced, refunded, renewed or extended, (ii) does not require payments of cash interest prior to the date that is six months following the maturity date of the Indebtedness being refinanced in amounts greater than was required by the Indebtedness being refinanced, and (iii) contains covenants and events of default that are not more restrictive taken as a whole than the covenants and events of default contained in the documentation governing the Indebtedness being refinanced (as determined in good faith by the Borrower), and (d) no property of any Loan Party or Subsidiary shall constitute collateral security

for the Indebtedness so modified, refinanced, refunded, renewed, or extended other than any Permitted Liens.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, limited partnership, Governmental Authority or other entity.

“Petition Date” has the meaning assigned to such term in the preamble hereto.

“Plan” means any “employee benefit plan” (as such term is defined in Section 3(3) of ERISA) established or maintained by Holdings, the Borrower or, with respect to any such Plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate.

“Plan Asset Regulations” means 29 CFR § 2510.3-101 et seq., as modified by Section 3(42) of ERISA, as amended from time to time.

“Plan of Reorganization” means [].

“Platform” has the meaning specified in Section 6.02.

“Pledge Agreement” means the Pledge Agreement dated as of the date hereof, among the Loan Parties and the Collateral Agent, together with each other pledge agreement and pledge agreement supplement delivered pursuant to Section 6.12(a)(iii), as amended.

“Pledged Debt” means any debt instrument constituting Collateral under any of the Collateral Documents.

“Pledged Equity” means any certificated equity security constituting Collateral under any of the Collateral Documents.

“Prime Rate” means the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

“Pro Forma Basis” means, with respect to compliance with any test or covenant or calculation hereunder, the determination or calculation of such test, covenant or ratio (including in connection with Specified Transactions) in accordance with Section 1.08.

“PTE” means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

“Public Lender” has the meaning specified in Section 6.02.

“Public Offering” means a public offering of the Equity Interests of Holdings (or any direct or indirect parent thereof) pursuant to an effective registration statement under the Securities Act.

“QFC” has the meaning assigned to the term “qualified financial contract” in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

“QFC Credit Support” has the meaning assigned to it in Section 11.22.

“Qualified ECP Guarantor” means, in respect of any Swap Obligation, each Loan Party that has total assets exceeding \$10,000,000 at the time the relevant Guarantee or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an “ECP” under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an “ECP” at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

“Qualified Equity Interests” means any Equity Interests that are not Disqualified Equity Interests.

“Qualified Equity Issuance” means any sale or issuance (other than to the Borrower or a Subsidiary) of any Qualified Equity Interests of the Borrower.

“Real Estate” means all Leases and all land, together with the buildings, structures, parking areas, and other improvements thereon, now or hereafter owned by any Loan Party.

“Reference Time” with respect to any setting of the then-current Benchmark means, (a) if such Benchmark is the Term SOFR Rate, 5:00 a.m. (Chicago time) on the day that is two (2) U.S. Government Securities Business Days preceding the date of such setting, (b) [reserved] or (c) if such Benchmark is not the Term SOFR Rate, the time determined by the Administrative Agent in its reasonable discretion.

“Refinanced Loans” has the meaning provided in Section 11.01.

“Register” has the meaning specified in Section 11.06(c).

“Registered Public Accounting Firm” has the meaning specified by the Securities Laws and shall be independent of Holdings and its Subsidiaries as prescribed by the Securities Laws.

“Related Parties” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person’s Affiliates.

“Release” means any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, dispersing, or migrating of any Hazardous Material into or through the environment.

“Relevant Governmental Body” means the Federal Reserve Board and/or the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board and/or the NYFRB, or, in each case, any successor thereto.

“Relevant Rate” means with respect to any Term Benchmark Borrowing, the Term SOFR Rate.

“Reportable Event” means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period has been waived by regulation.

“Required Lenders” means the Lenders holding (x) a majority in the aggregate principal amount of the First-Out Term Loans and (y) a majority in the aggregate principal amount of the First-Out Term Loans and the Second-Out Term Loans, collectively.

“Resolution Authority” means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“Responsible Officer” means the chief executive officer, president, chief financial officer, chief administrative officer, any executive or senior vice president, vice president of finance and treasury, treasurer, assistant treasurer or controller of a Loan Party or any of the other officers designated in writing to the Administrative Agent by an existing Responsible Officer of a Loan Party as an authorized signatory of any certificate or other document to be delivered hereunder. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

“Restricted Payment” means any dividend or other distribution (whether in cash, securities or other property) by Borrower or any of its Subsidiaries with respect to any Equity Interest of Holdings or any of its Subsidiaries, or any payment by Borrower or any of its Subsidiaries (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such Equity Interest, or on account of any return of capital to Borrower’s or any of its Subsidiaries’ direct or indirect stockholders, partners or members (or the equivalent of any thereof).

“Restriction” has the meaning specified in Section 2.03(c).

“S&P” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, and any successor thereto.

“SEC” means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

“Second-Out DIP Term Loans” has the meaning set forth in the preamble.

“Second-Out PIK Election” has the meaning set forth in Section 2.06(c).

“Second-Out Term Loan Commitments” means, with respect to each Lender, the commitment to make Second-Out Term Loans hereunder in accordance with Section 2.01(b), expressed as an amount representing the maximum principal amount of the Second-Out Term Loans to be made by such Lender hereunder, as such commitment may be reduced from time to time (a) pursuant to assignments by or to such Lender pursuant to an Assignment and Assumption or (b) upon the incurrence of such Second-Out Term Loans pursuant to Section 2.01(b). The initial amount of each Lender’s Second-Out Term Loan Commitment is set forth on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Second-Out Term Loan Commitment.

“Second-Out Term Loan Interest Payment Date” means (i) the last Business Day of the sixth full Fiscal Month following the Closing Date and each six-month period thereafter, (ii) upon any prepayment due to acceleration or any other prepayment or repayment, and (iii) the Maturity Date.

“Second-Out Term Loan PIK Margin” means 4.0% per annum.

“Second-Out Term Loans” has the meaning set forth in the preamble.

“Second Priority Lien” means any Lien purported to be created in any Collateral pursuant to any Collateral Document, that such Lien is second in priority only to the Liens created under the ABL Loan Documents (subject to (i) in the case of Mortgages, Permitted Encumbrances) and (ii) otherwise, Permitted Liens).

“Secured Party” means (a) each Lender, (b) the Administrative Agent, (c) the Collateral Agent, (d) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document, and (e) the permitted successors and assigns of each of the foregoing.

“Secured Party Expenses” means, without limitation, (a) all reasonable and documented in reasonable detail out-of-pocket expenses incurred by the Agents, and their respective Affiliates, in connection with this Agreement and the other Loan Documents, including without limitation (i) the reasonable and documented in reasonable detail fees, charges and disbursements of (A) counsel for the Agents, provided that the Agents shall be entitled to be reimbursed for no more than one counsel and, if reasonably necessary, for one local counsel in each relevant jurisdiction material to the interest of the Lenders, in each case, selected by the Agent, absent a conflict of interest between any of such Persons where the affected Persons inform the Borrower of such conflict, in which case the affected Persons may engage and be reimbursed for one additional counsel, (B) outside consultants for the Agents, (C) appraisers, and (D) all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Obligations and (ii) in connection with (A) the syndication of the credit facilities provided for herein, (B) the preparation, negotiation, administration, management, execution and delivery of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (C) the enforcement or protection of their rights in connection with this Agreement or the Loan Documents or efforts to preserve, protect, collect, or enforce the Collateral, or (D) any workout, restructuring or negotiations in respect of any Obligations and (b) all reasonable and documented in reasonable detail out-of-pocket expenses incurred by the Secured Parties who are not the Agents, or any Affiliate of any of them, after the occurrence and during the continuance of an Event of Default, provided that such Secured Parties shall be entitled to reimbursement for no more than one counsel representing all such Secured Parties (absent a conflict of interest between the Secured Parties, where the affected Secured Parties inform the Borrower of such conflict, in which case the Secured Parties may engage and be reimbursed for one additional counsel).

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Securities Laws” means the Securities Act, the Securities Exchange Act of 1934, the Sarbanes-Oxley Act of 2002 (in each case, as amended), and the applicable accounting and auditing principles, rules, standards and practices promulgated, approved or incorporated by the SEC or the PCAOB.

“Security Agreement” means the Security Agreement dated as of the date hereof, among the Loan Parties and the Collateral Agent, together with each other security agreement and security agreement supplement delivered pursuant to Section 6.12(a)(iii), as amended.

“Senior Liens” has the meaning set forth in Section 11.01(h).

“series” means, with respect to any Incremental Term Loans, all such Loans that have the same maturity date, amortization and interest rate provision and that are designated as part of such “series” pursuant to the applicable Additional Credit Extension Amendment.

“SOFR” means a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator.

“SOFR Administrator” means the NYFRB (or a successor administrator of the secured overnight financing rate).

“SOFR Administrator’s Website” means the NYFRB’s Website for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“Solvent” and “Solvency” mean, with respect to any Person on any date of determination, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person’s ability to pay such debts and liabilities as they mature, (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person’s property would constitute an unreasonably small capital, and (e) such Person is able to pay its debts and liabilities, contingent obligations and other commitments as they mature in the ordinary course of business. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

“Specified Transaction” means any Investment that results in a Person becoming a Subsidiary, any Investment constituting an acquisition of assets constituting a business unit, line of business or division of another Person or a Store or any Disposition of a business unit, line of business or division of the Borrower or a Subsidiary, in each case whether by merger, consolidation, amalgamation or otherwise, any incurrence or repayment of Indebtedness (other than Indebtedness incurred or repaid under any revolving credit facility in the ordinary course of business for working capital purposes), any Restricted Payment or Incremental Term Loan and any other transaction that by the terms of this Agreement requires such test to be calculated on a “Pro Forma Basis.”

“Store” means any retail store (which includes any real property, fixtures, equipment, inventory and other property related thereto) operated, or to be operated, by the Borrower or any Subsidiary.

“Subordinated Indebtedness” means all Indebtedness of a Loan Party that is subordinate in right of payment to any or all of the Obligations pursuant to subordination provisions reasonably acceptable to the Administrative Agent and which provide, without limitation, (a) for a maturity after the Maturity Date, (b) that such Indebtedness is unsecured, (c) that no principal payments shall be required to be made until after the Maturity Date, and (d) that interest shall accrue and be payable in cash at a market rate of interest, subject to the right of the Administrative Agent to impose a payment blockage period upon the occurrence and during the continuance of any Event of Default. In no event shall Disqualified Equity Interests be deemed Subordinated Indebtedness.

“Subsidiary” of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having

ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of Holdings.

“Subsidiary Guarantors” means collectively, all Subsidiaries of the Borrower other than (i) any CFC, (ii) any Subsidiary owned directly or indirectly by a CFC or (iii) any Domestic Subsidiary if substantially all of the assets of such Domestic Subsidiary consist of Equity Interests in one or more Foreign Subsidiaries that are CFCs.

“Supported QFC” has the meaning assigned to it in Section 11.22.

“Survey” means a survey of any Mortgaged Property (and all improvements thereon) which is (a) (i) prepared by a surveyor or engineer licensed to perform surveys in the jurisdiction where such Mortgaged Property is located, (ii) dated (or redated) not earlier than six months prior to the date of delivery thereof unless there shall have occurred within six months prior to such date of delivery any exterior construction on the site of such Mortgaged Property or any easement, right of way or other interest in the Mortgaged Property has been granted or become effective through operation of law or otherwise with respect to such Mortgaged Property which, in either case, can be depicted on a survey, in which events, as applicable, such survey shall be dated (or redated) after the completion of such construction or if such construction shall not have been completed as of such date of delivery, not earlier than 20 days prior to such date of delivery, or after the grant or effectiveness of any such easement, right of way or other interest in the Mortgaged Property, provided that with respect to any of the Mortgaged Properties described on Schedule 5.07(c) where no new construction has occurred since the most recent survey and no new encumbrances have been created since the date of such survey, a survey affidavit of no change shall satisfy the provisions of this clause (ii), (iii) certified by the surveyor (in a manner reasonably acceptable to the Administrative Agent) to the Administrative Agent, the Collateral Agent and the Title Company, (iv) complying in all respects with the minimum detail requirements of the American Land Title Association as such requirements are in effect on the date of preparation of such survey, and (v) sufficient for the Title Company to remove all standard survey exceptions from the title insurance policy (or commitment) relating to such Mortgaged Property and issue the endorsements of the type required by Section 6.12, or (b) otherwise acceptable to the Collateral Agent.

“Swap Contract” means any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement.

“Swap Obligation” means, with respect to any Loan Party, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act.

“Swap Termination Value” means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the

date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

“Swedish Credit Facility” means the Master Credit Agreement, dated March 18, 2019, between Elfa International AB and Nordea Bank Abp, filial i Sverige, including any related notes, guarantees and collateral documents executed in connection therewith, and in each case as amended, restated, modified, refinanced, renewed, refunded, restructured or replaced in any manner.

“Swedish Pledge Agreement” means the Share Pledge Agreement, dated as of the date hereof, between the Borrower as pledgor and the Collateral Agent.

“Synthetic Debt” means, with respect to any Person as of any date of determination thereof, all obligations of such Person in respect of transactions entered into by such Person that are intended to function primarily as a borrowing of funds (including any minority interest transactions that function primarily as a borrowing) but are not otherwise included in the definition of “Indebtedness” or as a liability on the Consolidated balance sheet of such Person and the Subsidiaries in accordance with GAAP.

“Synthetic Lease Obligation” means the monetary obligation of a Person under an agreement for the use or possession of property (including sale and leaseback transactions), in each case, creating obligations that do not appear on the balance sheet of such Person but which, upon the application of any Debtor Relief Laws to such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

“Taxes” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Term Benchmark” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Term SOFR Rate.

“Term Benchmark Loans” means a Loan that bears interest based on the Term SOFR Rate.

“Term Loans” means, individually or collectively as the context may require, First-Out Term Loans, Second-Out Term Loans, and Incremental Term Loans.

“Term Priority Collateral” has the meaning specified in the Intercreditor Agreement.

“Term SOFR Determination Day” has the meaning assigned to it under the definition of Term SOFR Reference Rate.

“Term SOFR Rate” means, with respect to any Term Benchmark Borrowing and for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 5:00 a.m., New York time, two (2) U.S. Government Securities Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the CME Term SOFR Administrator.

“Term SOFR Reference Rate” means, for any day and time (such day, the “Term SOFR Determination Day”), and for any tenor comparable to the applicable Interest Period, the rate per annum published by the CME Term SOFR Administrator and identified by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the “Term SOFR Reference Rate” for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then, so long as such day is otherwise a U.S. Government Securities Business Day, the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding U.S. Government Securities Business Day is not more than five (5) U.S. Government Securities Business Days prior to such Term SOFR Determination Day.

“Title Company” means any title insurance company as shall be retained by the Borrower and reasonably acceptable to the Collateral Agent.

“Total Debt” means, at any date of determination (i) the aggregate principal amount of Indebtedness (other than contingent Indebtedness of the type described in clause (b) of the definition of “Indebtedness” and obligations under Swap Contracts permitted by Section 7.02(a)(except to the extent any such Swap Contract has terminated)) of Holdings and its Subsidiaries outstanding as of such date, in the amount that would be reflected on a balance sheet prepared as of such date on a Consolidated basis in accordance with GAAP less (ii) the aggregate amount of unrestricted cash and Cash Equivalents of Holdings and its Subsidiaries on such date.

“Total Outstandings” means, on any date, the aggregate outstanding amount of all Loans, after giving effect to any borrowings or repayments of Loans occurring on such date.

“Transaction” means, collectively, (a) the execution of the ABL Facility and the lending of Loans thereunder, (b) the entering into the Loan Documents by the Loan Parties and their applicable Subsidiaries, (c) the termination and repayment of all Indebtedness under the Borrower’s ABL DIP Facility, (d) refinance all Indebtedness under the Borrower’s Existing DIP Facility, (e) the consummation of any other transactions in connection with the foregoing, including, without limitation, the consummation of the Approved Plan of Reorganization and (f) the payment of the fees and Transaction Expenses.

“Transaction Expenses” means fees and expenses incurred in connection with the closing of this Agreement, the ABL Facility and the use of proceeds thereof.

“Transaction Support Agreement” means that certain Transaction Support Agreement (including all exhibits, schedules and attachments thereto), dated as of December 21, 2024 (as may be amended, supplemented, amended and restated or otherwise modified from time to time in accordance with the terms thereof), by and among the Chapter 11 Debtors and the Consenting Stakeholders (as defined therein).

“Treasury Rate” means with respect to any date of prepayment, the rate per annum equal to the yield to maturity at the time of computation of the United States Treasury securities with a constant maturity as compiled and published in the most recent Federal Reserve Statistical Release H 15 (519) (or is obtainable from the Federal Reserve System’s Data Download Program as of the date of such H.15) that has become publicly available at least two Business Days prior to the date of delivery of the prepayment notice with respect to such date of prepayment (or, if such Statistical Release is no longer published, any publicly available source that is typically relied upon by similar market participants of

similar market data selected by the Borrower in good faith) most nearly equal to the period from such date of prepayment to the five year anniversary of the Closing Date; provided, that, if the period from the date of prepayment to the five year anniversary of the Closing Date is not nearly equal to the constant maturity of a United States Treasury security for which a weekly average yield is given, the Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the period from the date of prepayment to the five year anniversary of the Closing Date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

“Type” means, with respect to a Loan, its character as a Base Rate Loan or a Term Benchmark Loan.

“UCC” means the Uniform Commercial Code as in effect in the State of New York; provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral or the availability of any remedy under the Loan Documents is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, “UCC” means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection, priority or availability of such remedy.

“UK Financial Institution” means any BRRD Undertaking (as such term is defined in the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling with IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“UK Resolution Authority” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“Unadjusted Benchmark Replacement” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“Unfunded Pension Liability” means the excess of a Pension Plan’s benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Pension Plan’s assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to Section 412 of the Code for the applicable plan year.

“United States” and “U.S.” mean the United States of America.

“USA PATRIOT Act” means The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Public Law No. 107-56 (signed into law October 26, 2001)), as amended or modified from time to time.

“U.S. Government Securities Business Day” means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“U.S. Special Resolution Regimes” has the meaning assigned to it in Section 11.22.

“U.S. Tax Compliance Certificate” has the meaning specified in Section 3.01(e)(iii).

“Write-Down and Conversion Powers” means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right has been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary of those powers.

“Yield” for any Indebtedness on any date of determination will be the internal rate of return on any Loan determined by the Administrative Agent utilizing (a) the greater of (i) if applicable, any Floor applicable to such Loan on such date and (ii) the forward Term SOFR Rate curve (calculated on a quarterly basis) as calculated by the Administrative Agent in accordance with its customary practice during the period from such date to the final maturity date of such Indebtedness; (b) the Applicable Margin for such Loan on such date; and (c) the issue price of such Loan (after giving effect to any original issue discount or upfront fees paid to the market in respect of such Indebtedness (converted to interest margin based on an assumed four year weighted average life) but excluding customary arranger, underwriting, structuring, syndication or other fees not paid to the lenders providing such Indebtedness generally).

1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise, (i) any definition of or reference to any Law, agreement, instrument or other document (including any Organization Document) shall be construed as referring to such Law, agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (iii) the words “herein,” “hereof” and “hereunder,” and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Preliminary Statements, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Preliminary Statements, Exhibits and Schedules to the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. “Knowledge” shall

mean the actual knowledge of a Responsible Officer of the Borrower after reasonable investigation.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding”; and the word “through” means “to and including.”

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

1.03 Accounting Terms. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements, except as otherwise specifically prescribed herein.

1.04 Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.05 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to New York City time (daylight or standard, as applicable).

1.06 Senior Debt. The Loans and other Obligations are hereby designated as “Senior Debt” and “Designated Senior Debt” (or other similar terms) for all purposes of any Subordinated Indebtedness.

1.07 Available Amount Transactions. If more than one action occurs on any given date the permissibility of the taking of which is determined hereunder by reference to the amount of the Available Amount immediately prior to the taking of such action, the permissibility of the taking of each such action shall be determined independently and in no event may any two or more such actions be treated as occurring simultaneously, *i.e.*, each transaction must be permitted under the Available Amount as so calculated.

1.08 Pro Forma Calculations.

(a) Notwithstanding anything to the contrary herein, the Consolidated Leverage Ratio shall be calculated in the manner prescribed by this Section 1.08; provided that, notwithstanding anything to the contrary in clauses (b), (c) or (d) of this Section 1.08, when calculating the Consolidated Leverage Ratio for purposes of Section 2.03(b)(i), the events described in this Section 1.08 that occurred subsequent to the end of the applicable Measurement Period shall not be given pro forma effect.

(b) For purposes of calculating the Consolidated Leverage Ratio, Specified Transactions (and the incurrence or repayment of any Indebtedness in connection therewith) that have been made (i) during the applicable Measurement Period or (ii) subsequent to such Measurement Period and prior to or simultaneously with the event for which the calculation of any such ratio is made shall be calculated on a pro forma basis assuming that all such Specified Transactions (and any increase or

decrease in Consolidated EBITDA and the component financial definitions used therein attributable to any Specified Transaction) had occurred on the first day of the applicable Measurement Period. If since the beginning of any applicable Measurement Period any Person that subsequently became a Subsidiary or was merged, amalgamated or consolidated with or into the Borrower or any of its Subsidiaries since the beginning of such Measurement Period shall have made any Specified Transaction that would have required adjustment pursuant to this Section 1.08, then the Consolidated Leverage Ratio shall be calculated to give pro forma effect thereto in accordance with this Section 1.08.

(c) Whenever pro forma effect is to be given to a Specified Transaction, the pro forma calculations shall be made in good faith by a responsible financial or accounting officer of the Borrower and may include, for the avoidance of doubt, the amount of cost savings and synergies projected by the Borrower in good faith to be realized as a result of specified actions taken, committed to be taken or expected to be taken (calculated on a pro forma basis as though such cost savings and synergies had been realized on the first day of such period and as if such cost savings and synergies were realized during the entirety of such period) relating to such Specified Transaction, net of the amount of actual benefits theretofore realized during such period from such actions; provided that (A) such amounts are reasonably identifiable, quantifiable and supportable in the good faith judgment of the Borrower, (B) such actions are taken, committed to be taken or expected to be taken no later than twelve (12) months after the date of such Specified Transaction, (C) no amounts shall be added pursuant to this clause (c) to the extent duplicative of any amounts that are otherwise added back in computing Consolidated EBITDA, whether through a pro forma adjustment or otherwise, with respect to such period and (D) the aggregate amount of cost savings and synergies added pursuant to this clause (c) for any such period after the Closing Date shall not exceed 10% of Consolidated EBITDA for such Measurement Period (giving pro forma effect to the relevant Specified Transaction (but not to any cost savings or synergies)).

(d) In the event that the Borrower or any Subsidiary incurs (including by assumption or guarantees) or repays (including by redemption, repayment, retirement or extinguishment) any Indebtedness included in the calculations of the Consolidated Leverage Ratio, as the case may be (in each case, other than Indebtedness incurred or repaid under any revolving credit facility in the ordinary course of business for working capital purposes), (i) during the applicable Measurement Period or (ii) subsequent to the end of the applicable Measurement Period and prior to or simultaneously with the event for which the calculation of any such ratio is made, then the Consolidated Leverage Ratio shall be calculated giving pro forma effect to such incurrence or repayment of Indebtedness, to the extent required, as if the same had occurred on the last day of the applicable Measurement Period.

1.09 Interest Rates; Benchmark Notification. The interest rate on a Loan denominated in dollars may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 3.03(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or replacement rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates

referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE II THE COMMITMENTS AND BORROWINGS

2.01 The Loans.

(a) First-Out Term Loans. Subject to the terms and conditions hereof, on the Closing Date, each Lender with a First-Out Term Loan Commitment severally and not jointly agrees to make a First-Out Term Loan denominated in Dollars to the Borrower in the aggregate principal amount equal to the amount of such Lender's First-Out Term Loan Commitment by an exchange of its First-Out DIP Term Loans [and accrued and unpaid interest in respect thereof], in accordance with Section 2.01(c) below. Upon such exchange, the First-Out Term Loan Commitment of such Lender shall terminate.

(b) Second-Out Term Loans. Subject to the terms and conditions hereof, on the Closing Date, each Lender with a Second-Out Term Loan Commitment severally and not jointly agrees to make a Second-Out Term Loan denominated in Dollars to the Borrower in the aggregate principal amount equal to the amount of such Lender's Second-Out Term Loan Commitment by an exchange of its Second-Out DIP Term Loans [and accrued and unpaid interest in respect thereof], in accordance with Section 2.01(c) below. Upon such exchange, the Second-Out Term Loan Commitment of such Lender shall terminate.

(c) [On the Closing Date and subject to the satisfaction of the conditions precedent set forth in Section 4.01 hereof, pursuant to the terms of the Plan of Reorganization and Confirmation Order, each Lender shall be deemed to have exchanged on a dollar-for-dollar basis, pro rata among all applicable Lenders in accordance with their First-Out DIP Term Loans and Second-Out DIP Term Loans, First-Out DIP Term Loans and Second-Out DIP Term Loans into the First-Out Term Loans and Second-Out Term Loans, respectively, to be made by such Lender hereunder. The Borrower may not reborrow any portion of the Term Loans once repaid or prepaid.]

(d) Each Lender having an Incremental Term Loan Commitment severally agrees, subject to the terms and conditions and relying upon the representations and warranties set forth herein and in the applicable Additional Credit Extension Amendment, to make Incremental Term Loans to the Borrower, in an aggregate principal amount not to exceed its Incremental Term Loan Commitment. Each Incremental Term Borrowing shall consist of Incremental Term Loans made simultaneously by the applicable Incremental Term Lenders in accordance with their respective Incremental Term Loan Commitments.

(e) Amounts borrowed under this Section 2.01 and repaid or prepaid may not be reborrowed. Loans may be Base Rate Loans or Term Benchmark Loans as further provided herein. The failure of any Lender to make any Loan shall neither relieve any other Lender of its obligation to fund its Loan in accordance with the provisions of this Agreement nor increase the obligation of any such other Lender.

2.02 Borrowings, Conversions and Continuations of Loans.

(a) Each Borrowing, each conversion of Loans from one Type to the other, and each continuation of Term Benchmark Loans shall be made upon the Borrower's irrevocable delivery to the Administrative Agent of a Committed Loan Notice, appropriately completed and signed by a Responsible Officer of the Borrower. Each such notice must be received by the Administrative Agent not later than 1:00 p.m. (i) in the case of a Term Benchmark Borrowing, three U.S. Government Securities Business Days prior to the requested date of any Borrowing of, conversion to or continuation of Term Benchmark Loans or of any conversion of Term Benchmark Loans to Base Rate Loans, and (ii) one Business Day prior to the requested date of the Borrowing of Base Rate Loans (except that the notice of the Borrowing of Loans on the Closing Date may be provided one Business Day prior to the Closing Date). The Borrowing of, conversion to or continuation of Term Benchmark Loans shall be in a principal amount of \$2.0 million or a whole multiple of \$1.0 million in excess thereof (or such amount as is the remainder of the applicable Loan). The Borrowing of or conversion to Base Rate Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof (or such amount as is the remainder of the applicable Loan). Each Committed Loan Notice shall specify (i) the requested date of the Borrowing (which shall be a Business Day), (ii) the principal amount of Loans to be borrowed, (iii) the Class of Loans to which such notice relates, (iv) the Type of Loans to be borrowed, and (v) if applicable, the duration of the Interest Period with respect thereto. Each Conversion/Continuation Notice shall specify the Class of Loans to which such notice relates and (i) whether the Borrower is requesting a conversion of Loans from one Type to the other, or a continuation of Term Benchmark Loans, (ii) the requested date of the conversion or continuation (which shall be a Business Day), (iii) the principal amount of Loans to be converted or continued, (iv) if applicable, the Type of Loans to which existing Loans are to be converted, and (v) if applicable, the duration of the Interest Period with respect thereto. If the Borrower fails to specify a Type of Loan in a Committed Loan Notice or if the Borrower fails to give a timely notice of a conversion or continuation in a Conversion/Continuation Notice, then the Loans shall be made as, or converted to, Base Rate Loans. Any such automatic conversion to Base Rate Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Term Benchmark Loans. If the Borrower requests a Borrowing of Term Benchmark Loans in any such Committed Loan Notice or a conversion to or continuation of Term Benchmark Loans in a Conversion/Continuation Notice, but fails to specify an Interest Period, the Borrower will be deemed to have specified an Interest Period of one month.

(b) Following receipt of a Committed Loan Notice by the Administrative Agent, the Administrative Agent shall promptly notify each applicable Lender of the amount of its share of such Loan (based on the respective Commitments of the Lenders of the applicable Class) with respect to the Loans referred to in such Committed Loan Notice, and if no timely notice of a conversion or continuation in a Conversion/Continuation Notice is provided by the Borrower, the Administrative Agent shall notify each such Lender of the details of any automatic conversion to Base Rate Loans described in Section 2.02(a). Each applicable Lender shall make the amount of its Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 1:00 p.m. on the Business Day specified in the applicable Committed Loan Notice. Upon satisfaction of the conditions set forth in Section 4.01 (or, if such Borrowing is an Incremental Term Borrowing, the conditions set forth in the applicable Additional Credit Extension Amendment and Section 2.12), the Administrative Agent shall use reasonable efforts to make all funds so received available to the Borrower in like funds on the day of receipt by the Administrative Agent either by wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower.

(c) Except as otherwise provided herein, a Term Benchmark Loan may be continued or converted only on the last day of an Interest Period for such Term Benchmark Loan. During the

existence of an Event of Default, no Loans may be requested as, converted to or continued as Term Benchmark Loans without the consent of the Required Lenders.

(d) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any Interest Period for Term Benchmark Loans upon determination of such interest rate. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Borrower and the Lenders of any change in the calculation of the Prime Rate used in determining the Base Rate promptly following the public announcement of such change.

(e) After giving effect to all Borrowings, all conversions of Loans from one Type to the other, and all continuations of Loans as the same Type, there shall not be more than ten (10) Interest Periods in effect with respect to all Loans.

2.03 Prepayment.

(a) Optional. The Borrower may, upon notice to the Administrative Agent, at any time or from time to time voluntarily prepay any Borrowing. All voluntary prepayments shall be applied first towards repayment of any outstanding First-Out Term Loans and then, following payment in full of the First-Out Term Loans, to the repayment of the Second-Out Term Loans, in each case on a *pro rata* basis; provided, however, that (i) such notice must be received by the Administrative Agent not later than 1:00 p.m. (A) three Business Days prior to any date of prepayment of Term Benchmark Loans and (B) one Business Day prior to any date of prepayment of Base Rate Loans, (ii) any prepayment of Term Benchmark Loans shall be in a principal amount of \$2.0 million or a whole multiple of \$1.0 million in excess thereof, or in each case, if less, the entire principal amount thereof then outstanding and (iii) any prepayment of Base Rate Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess, or in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment, the Type(s) of Loans to be prepaid and, if Term Benchmark Loans are to be prepaid, the Interest Period(s) of such Loans. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's share of such prepayment (which shall be based on the respective principal amounts of Loans of the applicable Class held by each Lender). If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein except that, subject to Section 3.05, any such notice in connection with a refinancing of all Loans may be conditioned upon obtaining the proceeds of a new financing. Any prepayment of a Term Benchmark Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 3.05. Optional prepayments of the Loans of any Class shall be applied against the remaining scheduled installments of principal due in respect of the Loans of such Class as directed by the Borrower (or, if the Borrower shall fail to provide such direction, in direct order of maturity against the remaining scheduled installments due in respect of the Loans and Other Term Loans under Section 2.05).

(b) Mandatory.

(i) Within five Business Days after financial statements have been (or were required to have been) delivered pursuant to Section 6.01(a) and the related Compliance Certificate has been (or is required to have been) delivered pursuant to Section 6.02(a), the Borrower shall prepay an aggregate principal amount of Loans equal to the excess (if any) of (A) 50% of Excess Cash Flow for the Fiscal Year of Holdings (commencing with the **first full** Fiscal Year ending **after the occurrence of the Cash-Pay Trigger [March 29, 2026]**) covered by (or which would have been covered by) such financial statements over (B) the aggregate principal amount of Loans prepaid or repaid pursuant to Section 2.03(a) or Section 2.05 during the Fiscal Year of Holdings covered by (or which would have been

covered by) such financial statements or in the subsequent Fiscal Year prior to the date of any required payment pursuant to this Section 2.03(b)(i), except (x) with respect to any prepayments or repayments pursuant to Section 2.03(a), to the extent such prepayments or repayments occurred in connection with a refinancing of such Loans with other Indebtedness (such prepayments to be applied as set forth in clause (b)(v) below), (y) with respect to any prepayments or repayments pursuant to Section 2.05 that were made with the proceeds of loans under the ABL Facility (the “ABL Proceeds Loans”), to the extent such ABL Proceeds Loans have not been repaid (or been repaid with a refinancing of such Loans with other Indebtedness) on or prior to the last day of Holdings’ Fiscal Year ending [March 28, 2026] or (z) if an amount is deducted pursuant to a payment made in a subsequent Fiscal Year, the same amount may not be deducted in the calculation of Excess Cash Flow in the subsequent Fiscal Year.

(ii) ~~Commencing with the first full Fiscal Year ending after the occurrence of the Cash Pay Trigger, if~~ if the Borrower or any of its Subsidiaries Disposes of any property (other than (i) with respect only to the ABL Priority Collateral, such portion of the Net Cash Proceeds that are then required to be paid to the lenders under the ABL Facility and (ii) any Disposition of any property permitted by Section 7.05(a), (b), (c), (d), (e), (g), (i) or (j)) which results in the realization by such Person of Net Cash Proceeds, the Borrower shall prepay an aggregate principal amount of Loans equal to 100% of such Net Cash Proceeds promptly (and in any event within ten Business Days) following receipt thereof by such Person (such prepayments to be applied as set forth in clause (iv) below); provided, however, that so long as no Event of Default shall have occurred and be continuing, the Borrower or any other Subsidiary may reinvest all or any portion of such Net Cash Proceeds in the business of the Borrower or the Subsidiaries (including acquisitions ~~and other Investments~~ permitted under Section 7.03(h) and inventory) so long as (A) within ten Business Days of receiving such Net Cash Proceeds the Borrower shall have delivered a certificate to the Administrative Agent stating that such Person intends to reinvest all or any portion of such Net Cash Proceeds in such assets, (B) within 365 days after the receipt of such Net Cash Proceeds, the Borrower shall have entered into a binding commitment to reinvest such proceeds as provided above, and (C) such Net Cash Proceeds are reinvested within 180 days of the date such commitment is entered into (as certified by the Borrower in writing to the Administrative Agent); provided, further, however, that (A) if the property subject to such Disposition constituted Collateral under the Collateral Documents, then all property purchased with the Net Cash Proceeds thereof pursuant to this subsection shall be made subject to the Lien of the applicable Collateral Documents in favor of the Collateral Agent, for its benefit and for the benefit of the other Secured Parties in accordance with Section 6.12, and (B) pending reinvestment, any Net Cash Proceeds in respect of Term Priority Collateral in excess of \$5.0 million shall be segregated from other funds of the Borrower and its Subsidiaries in a deposit account subject to a control agreement in favor of the Collateral Agent; and provided, further, however, that any Net Cash Proceeds not so reinvested within the time periods specified above shall be immediately applied to the prepayment of the Loans as set forth in this Section 2.03(b)(ii).

(iii) Upon the incurrence or issuance by Borrower or any of its Subsidiaries of any Indebtedness not permitted to be incurred or issued pursuant to Section 7.02, the Borrower shall prepay an aggregate principal amount of Loans equal to 100% of all Net Cash Proceeds received therefrom promptly (and in any event within one week) following receipt thereof by such Person (such prepayments to be applied as set forth in clause (v) below).

(iv) ~~Commencing with the first full Fiscal Year ending after the occurrence of the Cash Pay Trigger,~~ Upon any Extraordinary Receipt being received by or paid to or for the account of Borrower or any of its Subsidiaries, and not otherwise included in clause (ii) of this Section 2.03(b), the Borrower shall prepay an aggregate principal amount of Loans equal to 100% of all Net Cash Proceeds received therefrom promptly (and in any event within ten Business Days) following receipt thereof by such Person (such prepayments to be applied as set forth in clause (v) below); provided,

however, that with respect to any proceeds of insurance and condemnation awards (or payments in lieu thereof), and so long as no Event of Default shall have occurred and be continuing, such Person may apply such Net Cash Proceeds to replace or repair the equipment, fixed assets or real property in respect of which such Net Cash Proceeds were received or to invest in assets that the Borrower determines in good faith are used or useful in the business of the Borrower or the Subsidiaries (including acquisitions permitted under Section 7.03(h) and inventory) so long as (A) within ten Business Days of receiving such Net Cash Proceeds the Borrower shall have delivered a certificate to the Administrative Agent stating that such Person intends to reinvest all or such portion of such Net Cash Proceeds to replace or repair the equipment, fixed assets or real property in respect of which such cash proceeds were received or to invest in such assets, (B) within 365 days after the receipt of such Net Cash Proceeds, the Borrower shall have entered into a binding commitment to reinvest such proceeds to replace or repair equipment, fixed assets or real property or to invest in such assets, and (C) such Net Cash Proceeds are so used within 180 days of the date such commitment is entered into (as certified by the Borrower in writing to the Administrative Agent); provided, further, however, that (A) if the property subject to such Extraordinary Receipt constituted Collateral under the Collateral Documents, then all property purchased with the Net Cash Proceeds thereof pursuant to this subsection shall be made subject to the Lien of the applicable Collateral Documents in favor of the Collateral Agent, for its benefit and for the benefit of the other Secured Parties in accordance with Section 6.12 and (B) pending reinvestment, any Net Cash Proceeds in respect of Term Priority Collateral in excess of \$5.0 million shall be segregated from the other funds of Holdings and its Subsidiaries in a deposit account subject to a control agreement in favor of the Collateral Agent; provided, further, however, that any cash proceeds not so applied shall be immediately applied to the prepayment of the Loans as set forth in this Section 2.03(b)(iv).]⁶

(v) Each prepayment of Loans pursuant to the foregoing provisions of this Section 2.03(b) shall be applied (x) first, to the First-Out Term Loans (including the principal and interest owed thereon), until repaid in full and (y) then, to the Second-Out Term Loans, until repaid in full, in each case, on a *pro rata* basis.

Notwithstanding any of the other provisions of clauses (i), (ii), or (iv) of this Section 2.03(b), so long as no Default under Section 8.01(a) or Section 8.01(f) or Event of Default shall have occurred and be continuing, if, on any date on which a prepayment would otherwise be required to be made pursuant to clauses (i), (ii), or (iv) of this Section 2.03(b), the aggregate amount of Net Cash Proceeds required by such clause to be applied to prepay Loans on such date is less than or equal to \$5.0 million, the Borrower may defer such prepayment until the first date on which the aggregate amount of Net Cash Proceeds or other amounts otherwise required under clause (i), (ii), or (iv) of this Section 2.03(b) to be applied to prepay Loans exceeds \$5.0 million. Upon the occurrence of a Default under Section 8.01(a) or Section 8.01(f) or an Event of Default during any such deferral period, the Borrower shall immediately prepay the Loans in the amount of all Net Cash Proceeds received by the Borrower and other amounts, as applicable, that are required to be applied to prepay Loans under this Section 2.03(b) (without giving effect to the first sentence of this clause (v)) but which have not previously been so applied. Any prepayment of a Term Benchmark Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amount required pursuant to Section 3.05.

(vi) The Borrower shall deliver to the Required Lenders, (x) at the time of each prepayment required under this Section 2.03(b), a certificate signed by a Responsible Officer of the Borrower setting forth in reasonable detail the calculation of the amount of such prepayment and (y) to the extent practicable, at least three days' prior written notice of such prepayment. Each notice of

⁶ NTD: Subject to continued review.

prepayment shall specify the prepayment date, the Type of each Loan being prepaid and the principal amount of each Loan (or portion thereof) to be prepaid.

(c) The prepayments of the Loans pursuant to Section 2.03(b)(i), (ii) or (iv), to the extent the Net Cash Proceeds giving rise to the requirement to make a prepayment pursuant to one of such clauses are generated by a Foreign Subsidiary, shall be subject to (x) permissibility under local law relating to financial assistance, corporate benefit, restrictions on upstreaming of cash intra-group and the fiduciary and statutory duties of the directors of such Foreign Subsidiary and (y) restrictions in its material organizational documents and in agreements governing Indebtedness of such Foreign Subsidiary (including as a result of minority ownership) (each restriction referred to in clauses (i) and (ii), a “Restriction”). Further, there will be no requirement to make any such prepayment where a Responsible Officer of the Borrower delivers a certificate to the Administrative Agent stating that it would incur a material tax liability by doing so, including a material deemed dividend pursuant to Section 956 of the Internal Revenue Code. The non-application and nonpayment of any prepayment amounts pursuant to Sections 2.03(b)(i), (ii) or (iv) as a consequence of this Section 2.03(c) will not, for the avoidance of doubt, constitute a Default or an Event of Default, and such prepayment amounts shall be available for working capital purposes of Borrower and its Subsidiaries as long as not required to be prepaid in accordance with the following provisions. Borrower and its Subsidiaries will use and shall procure that any of their Subsidiaries will use commercially reasonable efforts to overcome or eliminate any Restrictions and/or minimize any such costs of prepayment and/or use the other cash resources of Borrower and its Subsidiaries (subject to the considerations above) to make the relevant prepayment. If at any time within one year of a prepayment being forgiven due to a Restriction, such Restriction is removed, any relevant proceeds will at the end of the then current Interest Period (or, if Base Rate Loans are then outstanding, immediately) be applied in accordance with the applicable prepayment provision above (net of any reasonable costs, expenses or taxes incurred by Borrower and its Subsidiaries and arising exclusively as a result of compliance with the preceding sentence).

(d) In the event that an Applicable Premium Event occurs, the Borrowers shall pay the Applicable Premium in respect of Term Loans subject to such Applicable Premium Event to the Administrative Agent, for the ratable account of each of the Lenders.

Notwithstanding anything to the contrary in this Agreement or any other Loan Document, it is understood and agreed that if an Applicable Premium Event occurs, the Applicable Premium, if any, determined as of the date of such acceleration will also be due and payable and will be treated and deemed as though the Loans were prepaid as of such date and shall constitute part of the Obligations for all purposes herein. Any Applicable Premium payable in accordance with this Section 2.03(d) shall be presumed to be equal to the liquidated damages sustained by the Lenders as the result of the occurrence of the prepayment date, and the Borrowers and Guarantors agree that it is reasonable under the circumstances currently existing. The Applicable Premium shall also be payable in the event the Obligations (and/or this Agreement) are satisfied or released by foreclosure (whether by power of judicial proceeding, deed in lieu of foreclosure or by any other means). THE BORROWERS AND GUARANTORS EXPRESSLY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE FOREGOING APPLICABLE PREMIUM IN CONNECTION WITH ANY SUCH ACCELERATION. The Borrowers and Guarantors expressly agree that (i) the Applicable Premium is reasonable and the product of an arm’s length transaction between sophisticated business people, ably represented by counsel, (ii) the Applicable Premium shall be payable notwithstanding the then prevailing market rates at the time payment is made, (iii) there has been a course of conduct between Lenders and the Loan Parties giving specific consideration in this transaction for such agreement to pay the Applicable Premium, (iv) the Loan Parties shall be estopped hereafter from claiming differently than as agreed to in this Section 2.03(d), (v) their agreement to pay the Applicable Premium is a material inducement to the Lenders to

provide the Commitments and make the Loans, and (vi) the Applicable Premium represents a good faith, reasonable estimate and calculation of the lost profits or damages of the Lenders and that it would be impractical and extremely difficult to ascertain the actual amount of damages to the Lenders or profits lost by the Lenders as a result of such prepayment date.

2.04 Termination or Reduction of Commitments.

(a) Each Lender's First-Out Term Loan Commitments shall be permanently reduced on a dollar-for-dollar basis by the aggregate principal amount of any First-Out Term Loans made by such Lender in accordance with Section 2.01(a) in respect of such applicable First-Out Term Loan Commitments.

(b) Each Lender's Second-Out Term Loan Commitments shall be permanently reduced on a dollar-for-dollar basis by the aggregate principal amount of any Second-Out Term Loans made by such Lender in accordance with Section 2.01(b) in respect of such applicable Second-Out Term Loan Commitments.

2.05 Repayment of Loans.

The Borrower shall repay to the Administrative Agent for the ratable account of each Lender on the Maturity Date, the entire outstanding principal amount of, and all accrued but unpaid interest on, the Loan and all other Obligations then due and payable (of any).

2.06 Interest.

(a) Subject to the provisions of Section 2.06(d), (i) each Loan which is a Term Benchmark Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the Term SOFR Rate for such Interest Period plus the Applicable Margin and (ii) each Loan which is a Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Margin.

(b) With respect to the First-Out Term Loans, prior to the occurrence of the Cash Pay Trigger, interest accrued on the First-Out Term Loans at the First-Out Term Loan PIK Margin shall be paid "in kind" on each First-Out Term Loan Interest Payment Date (other than the Maturity Date or any prepayment thereof) applicable thereto by capitalizing and adding such amount to (and thereby increasing) the principal amount of the First-Out Term Loans outstanding on such First-Out Term Loan Interest Payment Date (it being understood that such interest paid "in kind" shall be capitalized on such First-Out Term Loan Interest Payment Date and when so capitalized shall constitute principal of the First-Out Term Loans for all purposes hereunder, including accruing interest and other payments on First-Out Term Loans) and the remaining interest payable on such First-Out Term Loans Interest Payment Date shall be paid in cash. Notwithstanding the foregoing, the Borrower may elect to pay all or a portion of interest accrued on the First-Out Term Loans at the First-Out Term Loan PIK Margin in cash (and not "in kind") on any First-Out Term Loan Interest Payment Date by delivering a written notice to the Administrative Agent in substantially the form of Exhibit K hereto (a "Cash Pay Notice"), no later than five (5) Business Days prior to such First-Out Term Loan Interest Payment Date. Each Cash Pay Notice shall specify the amount of the interest accrued on the applicable First-Out Term Loan Interest Payment Date which was to be paid "in kind" that the Borrower is electing to pay in cash. Any Cash Pay Notice provided to the Administrative Agent shall apply only to the First-Out Term Loan Interest

Payment Date specified therein, and not to any subsequent First-Out Term Loan Interest Payment Date, unless a Cash Pay Notice is delivered in accordance herewith for such subsequent First-Out Term Loan Interest Payment Date. Notwithstanding the forgoing, upon satisfaction of the Cash Pay Trigger all accrued and unpaid interest with respect to the First-Out Term Loans (including if accrued prior to the occurrence of the Cash Pay Trigger) shall be paid in cash.

(c) With respect to the Second-Out Term Loans, interest accrued on the Second-Out Term Loans at the Second-Out Term Loan PIK Margin shall be paid “in kind” on each Second-Out Term Loan Interest Payment Date (other than the Maturity Date or any prepayment thereof) applicable thereto by capitalizing and adding such amount to (and thereby increasing) the principal amount of the Second-Out Term Loans outstanding on such Second-Out Term Loan Interest Payment Date (it being understood that such interest paid “in kind” shall be capitalized on such Second-Out Term Loan Interest Payment Date and when so capitalized shall constitute principal of the Second-Out Term Loans for all purposes hereunder, including accruing interest and other payments on Second-Out Term Loans) and the remaining interest payable on such Second-Out Term Loans Interest Payment Date shall be paid in cash; provided, that, with the prior written consent of the Required Lenders, all accrued interest with respect to the Second-Out Term Loans may be paid “in kind” (“Second-Out PIK Election”). Notwithstanding the foregoing, the Borrower may elect to pay all or a portion of the accrued on the Second-Out Term Loans at the Second-Out Term Loan PIK Margin in cash (and not “in kind”) on any Second-Out Term Loan Interest Payment Date by delivering a Cash Pay Notice to the Administrative Agent in substantially the form of Exhibit K hereto, no later than five (5) Business Days prior to such Second-Out Term Loan Interest Payment Date. Each Cash Pay Notice shall specify the amount of the interest accrued on the applicable Second-Out Term Loan Interest Payment Date which was to be paid “in kind” that the Borrower is electing to pay in cash. Any Cash Pay Notice provided to the Administrative Agent shall apply only to the Second-Out Term Loan Interest Payment Date specified therein, and not to any subsequent Second-Out Term Loan Interest Payment Date, unless a Cash Pay Notice is delivered in accordance herewith for such subsequent Second-Out Term Loan Interest Payment Date.

(d) If any amount owed under this Agreement is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(e) Interest on each Loan shall be due and payable in arrears on each First-Out Term Loan or Second-Out Term Loan Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

2.07 Fees. The Borrower shall pay to the Administrative Agent for their own respective account fees in the amounts and at the times specified in the Administrative Agent Fee Letter. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

2.08 Computation of Interest and Fees. All computations of interest for Base Rate Loans when the Base Rate is determined by the Administrative Agent’s “prime rate” shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is

repaid on the same day on which it is made shall, subject to Section 2.10(a), bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

2.09 Evidence of Debt. The Loans made by each Lender shall be evidenced by one or more accounts or records maintained by the Administrative Agent in the ordinary course of business. In addition, each Lender may record in such Lender's internal records an appropriate notation evidencing the date and amount of each Loan from such Lender, each payment and prepayment of principal of any such Loan, and each payment of interest, fees and other amounts due in connection with the Obligations due to such Lender. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive, absent manifest error, of the amount of the Loans made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender's Loans (in addition to such Lender's accounts or records). Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto. Upon receipt of an affidavit of a Lender as to the loss, theft, destruction or mutilation of such Lender's Note and upon cancellation of such Note, the Borrower will issue, in lieu thereof, a replacement Note in favor of such Lender, in the same principal amount thereof and otherwise of like tenor.

2.10 Payments Generally; Administrative Agent's Clawback.

(a) General. All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars and in immediately available funds not later than 1:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its share of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 1:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of Loans that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or in the case of a Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made

available to the Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation plus any administrative processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Loans. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the time at which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the NYFRB Rate.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the Borrowing set forth in Article IV are not satisfied or waived in accordance with the terms hereof or thereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Loans and to make payments pursuant to Section 11.04(c) are several and not joint. The failure of any Lender to make any Loan or to make any payment under Section 11.04(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan or to make its payment under Section 11.04(c).

(e) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

(f) Insufficient Funds. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) first, toward payment of interest and fees in respect of the First-Out Term Loan then due hereunder, ratably among the parties entitled, third (ii) second, toward payment of principal in respect of the First-Out Term Loans then due hereunder, ratably among the parties entitled thereto, (iii) third, towards payment of interest and fees in respect of the Second-Out

Term Loan then due hereunder, ratably among the parties entitled and (iv) fourth, toward payment of principal in respect of the Second-Out Term Loans then due hereunder, ratably among the parties entitled thereto.

2.11 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of (a) Obligations due and payable to such Lender hereunder and under the other Loan Documents at such time in excess of its ratable share (according to the proportion of (i) the amount of such Obligations due and payable to such Lender at such time to (ii) the aggregate amount of the Obligations due and payable to all Lenders hereunder and under the other Loan Documents at such time) of payments on account of the Obligations due and payable to all Lenders hereunder and under the other Loan Documents at such time obtained by all the Lenders at such time or (b) Obligations owing (but not due and payable) to such Lender hereunder and under the other Loan Documents at such time in excess of its ratable share (according to the proportion of (i) the amount of such Obligations owing (but not due and payable) to such Lender at such time to (ii) the aggregate amount of the Obligations owing (but not due and payable) to all Lenders hereunder and under the other Loan Parties at such time) of payment on account of the Obligations owing (but not due and payable) to all Lenders hereunder and under the other Loan Documents at such time obtained by all of the Lenders at such time, then the Lender receiving such greater proportion shall (x) notify the Administrative Agent of such fact, and (y) purchase (for cash at face value) participations in the Loans of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of Obligations then due and payable to the Lenders or owing (but not due and payable) to the Lenders, as the case may be, provided that:

(i) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this Section 2.11 shall not be construed to apply to (x) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant in accordance with this Agreement.

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation.

2.12 Incremental Term Loan Commitments.

(a) The Borrower may, by written notice to the Administrative Agent from time to time, request Incremental Term Loan Commitments in an amount not to exceed the Incremental Term Loan Amount from one or more Incremental Term Lenders, which may include any existing Lender; provided that each Incremental Term Lender, if not already a Lender hereunder, shall be subject to the approval of the Administrative Agent to the extent such consent would be required for an assignment to such Lender pursuant to Section 11.06(b). Such notice shall set forth (i) the amount of the Incremental Term Loan Commitments being requested (which shall be in minimum increments of \$1.0 million and a minimum amount of \$5.0 million or such lesser amount equal to the remaining Incremental Term Loan

Amount), (ii) the date on which such Incremental Term Loan Commitments are requested to become effective, and (iii) whether such Incremental Term Loan Commitments are commitments to make additional Term Loans or commitments to make term loans with terms different from the Loans (“Other Term Loans”).

(b) The Borrower and each Incremental Term Lender shall execute and deliver to the Administrative Agent an Additional Credit Extension Amendment and such other documentation as the Administrative Agent shall reasonably specify to evidence the Incremental Term Loan Commitment of each Incremental Term Lender. Each Additional Credit Extension Amendment pursuant to this Section 2.12 shall specify the terms of the Incremental Term Loans to be made thereunder; provided that, without the prior written consent of the Required Lenders, (i) the final maturity date of any Other Term Loans, other than Other Term Loans in an aggregate principal amount outstanding not to exceed the Early Maturity Basket, shall be no earlier than the Maturity Date of the Term Loans, (ii) the weighted average life to maturity of the Other Term Loans, other than Other Term Loans in an aggregate principal amount outstanding not to exceed the Early Maturity Basket, shall be no shorter than the weighted average life to maturity of the then already outstanding Term Loans, (iii) any Incremental Term Loans shall rank (A) *pari passu* in right of payment to the First-Out Term Loans or the Second-Out Term Loans at the election of the Borrower and (B) with respect to secured by the Collateral on a *pari passu* with the First-Out Term Loans or the Second-Out Term Loans at the election of the Borrower and (iv) the provisions with respect to payment of interest, original issue discount and upfront fees shall be as set forth in the applicable Additional Credit Extension Amendment; provided that if the Yield of any Incremental Term Loans exceeds the Yield of the Term Loans with respect to which such Incremental Term Loans have an equal payment priority with respect to by more than 50 basis points, then the Applicable Margin for such Term Loans having such equivalent payment priority shall be increased to the extent required so that the Yield of such Term Loans is equal to the Yield of such Incremental Term Loans minus 50 basis points and (v) all other terms (other than the amortization schedule, which, subject to clauses (i) and (ii) above, shall be determined by Borrower and the Lenders thereunder) applicable to any Incremental Term Loans shall either (i) be not materially more favorable (taken as a whole) to the Incremental Term Lenders to the terms applicable to the Term Loans or (ii) reflect market terms at the time of incurrence as reasonably determined by the Borrower. For the avoidance of doubt, no Lender shall have any obligation to provide any Incremental Term Loan. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Additional Credit Extension Amendment. Each of the parties hereto hereby agrees that, upon the effectiveness of any Additional Credit Extension Amendment pursuant to this Section 2.12, this Agreement and the other Loan Documents shall be deemed amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Incremental Term Loan Commitment and the Incremental Term Loans evidenced thereby.

(c) Notwithstanding the foregoing, no Incremental Term Loan Commitment shall become effective under this Section 2.12 unless (i) on the date of such effectiveness, the representations and warranties of the Borrower and each other Loan Party contained in this Agreement and the other Loan Documents shall be true in all material respects on such date except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, (ii) no Default or Event of Default shall have occurred or be continuing or would result therefrom, (iii) the Administrative Agent shall have received (with sufficient copies for each of the Incremental Term Lenders) an officer’s certificate executed by a Responsible Officer of the Borrower certifying as to compliance with preceding clauses (i) and (ii), together with (unless otherwise specified in the applicable Additional Credit Extension Amendment) legal opinions, board resolutions and other closing certificates reasonably requested by the Administrative Agent and consistent with those delivered on the Closing Date under Section 4.01, (iv) all fees and expenses owing to the Administrative Agent or the Incremental Term Lenders in connection with such Incremental Term Loan Commitment

shall have been paid, and (v) the Additional Credit Extension Amendment and any other documents entered into in connection therewith shall be reasonably satisfactory to the Administrative Agent.

(d) Each of the parties hereto hereby agrees that the Administrative Agent may, in consultation with the Borrower, take any and all action as may be reasonably necessary to ensure that all Incremental Term Loans (other than Other Term Loans), when originally made, are included in each Borrowing of outstanding Loans on a pro rata basis. This may be accomplished by requiring each outstanding Term Benchmark Borrowing to be converted into a Borrowing of Base Rate Loans on the date of each Incremental Term Loan, or by allocating a portion of each Incremental Term Loan to each outstanding Term Benchmark Loan on a pro rata basis. Any conversion of Term Benchmark Loans to Base Rate Loans required by the preceding sentence shall be subject to Section 3.05. If any Incremental Term Loan is to be allocated to an existing Interest Period for a Term Benchmark Borrowing, then the interest rate thereon for such Interest Period and the other economic consequences thereof shall be as set forth in the applicable Additional Credit Extension Amendment. In addition, to the extent any Incremental Term Loans are not Other Term Loans, the scheduled amortization payments under Section 2.05 required to be made after the making of such Incremental Term Loans shall be ratably increased by the aggregate principal amount of such Incremental Term Loans.

2.13 [Reserved].

2.14 [Reserved].

ARTICLE III TAXES, YIELD PROTECTION AND ILLEGALITY

3.01 Taxes⁷.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without reduction or withholding for any Tax unless required by applicable Law, provided that if any Loan Party or any other withholding agent shall be required by applicable Law to deduct any Indemnified Taxes (including any Other Taxes) from such payments, then (i) the sum payable by the Loan Party shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 3.01) the Administrative Agent or any Lender, as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) the applicable withholding agent shall make such deductions and (iii) the applicable withholding agent shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Law. For purposes of this Section 3.01, any payments by the Administrative Agent to a Lender of any amounts received by the Administrative Agent from any Loan Party on behalf of such Lender shall be treated as a payment from the Loan Party to such Lender.

(b) Payment of Other Taxes by the Loan Parties. Without limiting the provisions of subsection (a) above, the Loan Parties shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Law.

(c) Indemnification by the Loan Parties. The Loan Parties shall, jointly and severally, indemnify the Administrative Agent and each Lender, within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other

⁷ PH NTD: To be reviewed by Tax team.

Taxes imposed or asserted on or attributable to amounts payable under this Section 3.01) paid by the Administrative Agent or such Lender, as the case may be, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the applicable Loan Party to a Governmental Authority, the applicable Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Status of Foreign Lenders. To the extent it is legally entitled to do so, any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the applicable Loan Party is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Loan Document shall deliver to the Loan Parties (with a copy to the Administrative Agent), at the time or times prescribed by applicable Law or reasonably requested by the Loan Parties or the Administrative Agent, such properly completed and executed documentation prescribed by applicable Law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if requested by the Loan Parties or the Administrative Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Loan Parties or the Administrative Agent as will enable the Loan Parties or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Each Lender shall, whenever a lapse in time or change in circumstances renders such documentation (including any specific documentation required below in this Section 3.01(e) or Section 3.01(f)) obsolete, expired or inaccurate in any material respect, deliver promptly to the Borrower and the Administrative Agent updated or other appropriate documentation (including any new documentation reasonably requested by the Borrower or the Administrative Agent) or promptly notify the Borrower and the Administrative Agent that it is legally unable to do so.

Without limiting the generality of the foregoing, any Foreign Lender, to the extent it is legally entitled to do so, shall deliver to the Loan Parties and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Loan Parties or the Administrative Agent, but only if such Foreign Lender is legally entitled to do so), whichever of the following is applicable:

- (i) duly completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E, as applicable, claiming eligibility for benefits of an income tax treaty to which the United States is a party,
- (ii) duly completed copies of Internal Revenue Service Form W-8ECI,
- (iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under section 881(c) of the Code, (A) a certificate substantially in the form of Exhibit J-1, Exhibit J-2, Exhibit J-3 and Exhibit J-4 (each such certificate, a "U.S. Tax

Certificate”) and (B) duly completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E, as applicable,

(iv) to the extent a Foreign Lender is not the beneficial owner of any obligations of the Loan Parties hereunder (for example, where the Foreign Lender is a partnership or participating Lender granting a typical participation), duly completed copies of Internal Revenue Service Form W-8IMY, accompanied by a Form W-8ECI, W-8BEN, W-8BEN-E, U.S. Tax Compliance Certificate, Form W-9 or Form W-8IMY from each beneficial owner, as applicable, or

(v) two properly completed and duly signed original copies of any other form prescribed by applicable U.S. federal income tax laws (including the Treasury Regulations) as a basis for claiming a complete exemption from, or a reduction in, U.S. federal withholding tax on any payments to such Lender under the Loan Documents.

(f) Status of Non-Foreign Lenders. Any Lender that is not a Foreign Lender shall deliver to the Loan Parties and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Loan Parties or the Administrative Agent), executed originals of Internal Revenue Service Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax.

(g) FATCA. If a payment made to a Lender under any Loan Document would be subject to Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Loan Parties and the Administrative Agent at the time or times prescribed by Law and at such time or times reasonably requested by the Loan Parties or the Administrative Agent such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Loan Parties or the Administrative Agent as may be necessary for the Loan Parties and the Administrative Agent to comply with their obligations under FATCA and to determine whether such Lender has complied with such Lender’s obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (g), “FATCA” shall include any amendments made to FATCA after the date of this Agreement.

(h) Treatment of Certain Refunds. If the Administrative Agent or any Lender determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by the applicable Loan Party or with respect to which the applicable Loan Party has paid additional amounts pursuant to this Section 3.01, it shall pay to the Loan Parties an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Loan Parties under this Section 3.01 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses (including any Taxes) of the Administrative Agent or such Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the applicable Loan Party, upon the request of the Administrative Agent or such Lender, agree to repay the amount paid over to such Loan Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender if the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. This subsection shall not be construed to require the Administrative Agent or any Lender to make available its tax returns

(or any other information relating to its taxes that it deems confidential) to the Loan Parties or any other Person.

3.02 Illegality. If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund Term Benchmark Loans, or to determine or charge interest rates based upon the Term Benchmark, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, Dollars in the applicable offshore interbank market, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, any obligation of such Lender to make or continue Term Benchmark Loans or to convert Base Rate Loans to Term Benchmark Loans shall be suspended until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all Term Benchmark Loans of such Lender to Base Rate Loans, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Term Benchmark Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Term Benchmark Loans. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted.

3.03 Inability to Determine Rates.

(a) Subject to clauses (b), (c), (d), (e) and (f) of this Section 3.03, if:

(i) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) prior to the commencement of any Interest Period for a Term Benchmark Borrowing, that adequate and reasonable means do not exist for ascertaining the Term SOFR Rate (including because the Term SOFR Reference Rate is not available or published on a current basis), for such Interest Period; or

(ii) the Administrative Agent is advised by the Required Lenders that prior to the commencement of any Interest Period for a Term Benchmark Borrowing, the A Term SOFR Rate for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders as provided in Section ~~Error! Reference source not found.~~11.02 as promptly as practicable thereafter and, until (x) the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrower delivers a new Conversion/Continuation Notice in accordance with the terms of Section ~~Error! Reference source not found.~~2.02 or a new Committed Loan Notice in accordance with the terms of Section ~~Error! Reference source not found.~~2.02, any Conversion/Continuation Notice that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Term Benchmark Borrowing and any Committed Loan Notice that requests a Term Benchmark Borrowing shall instead be deemed to be a Conversion/Continuation Notice or a Committed Loan Notice, as applicable, for a Borrowing of Base Rate Loans; provided that if the circumstances giving rise to such notice affect only one Type of Borrowings, then all other Types of Borrowings shall be permitted. Furthermore, if any Term Benchmark Loan is outstanding on the date of the Borrower's receipt of the notice from the Administrative Agent referred to in this Section ~~Error! Reference source not found.~~3.03(a) with respect to a Relevant Rate applicable to such Term Benchmark Loan, then until (x) the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer

exist with respect to the relevant Benchmark and (y) the Borrower delivers a new Conversion/Continuation Notice in accordance with the terms of Section ~~Error! Reference source not found.~~2.02 or a new Committed Loan Notice in accordance with the terms of Section ~~Error! Reference source not found.~~2.02, any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan be converted by the Administrative Agent to, and shall constitute a Base Rate Loan on such day.

(b) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(c) Notwithstanding anything to the contrary herein or in any other Loan Document, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(d) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (e) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 3.03, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 3.03.

(e) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the

Administrative Agent may modify the definition of “Interest Period” for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) Upon the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Term Benchmark Borrowing of, conversion to or continuation of Term Benchmark Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request for a Term Benchmark Borrowing into a request for a Borrowing of or conversion to a Borrowing of Base Rate. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate. Furthermore, if any Term Benchmark Loan is outstanding on the date of the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such Term Benchmark Loan, then until such time as a Benchmark Replacement is implemented pursuant to this Section 3.03, any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan be converted by the Administrative Agent to, and shall constitute a Base Rate Loan on such day.

3.04 Increased Costs.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;

(ii) subject any Lender to any Taxes (other than (A) Indemnified Taxes covered in Section 3.01, or (B) Excluded Taxes) with respect to this Agreement or any Loan made by it; or

(iii) impose on any Lender or the applicable offshore interbank market any other condition, cost or expense affecting this Agreement or Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Term Benchmark Loan (or of maintaining its obligation to make any such Loan), or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any Lending Office of such Lender or such Lender’s holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender’s capital or on the capital of such Lender’s holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by such Lender, to a level below that which such Lender or such Lender’s holding company could have achieved but for such Change in Law (taking into consideration such Lender’s policies and the policies of such Lender’s holding company with

respect to capital adequacy), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in subsection (a) or (b) of this Section 3.04, in reasonable detail sufficient to allow the Borrower to verify such calculation, and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this Section 3.04 shall not constitute a waiver of such Lender's right to demand such compensation, provided that the Borrower shall not be required to compensate a Lender pursuant to the foregoing provisions of this Section 3.04 for any increased costs incurred or reductions suffered more than six months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the six-month period referred to above shall be extended to include the period of retroactive effect thereof).

3.05 Compensation for Losses. Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense actually incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) any failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a Base Rate Loan on the date or in the amount notified by the Borrower; or

(c) any assignment of a Term Benchmark Loan on a day other than the last day of the Interest Period therefor as a result of a request by the Borrower pursuant to Section 11.13;

including any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained, but excluding loss of anticipated profits. The Borrower shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

For purposes of calculating amounts payable by the Borrower to the Lenders under this Section 3.05, each Lender shall be deemed to have funded each Term Benchmark Loan made by it at the Term SOFR Rate for such Loan by a matching deposit or other borrowing in the applicable offshore interbank market for a comparable amount and for a comparable period, whether or not such Term Benchmark Loan was in fact so funded.

3.06 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.04, or if the Borrower is required to pay any additional amount to

any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then such Lender shall use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.04, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender is a Defaulting Lender, the Borrower may replace such Lender in accordance with Section 11.13.

3.07 Survival. All of the Borrower's obligations under this Article III shall survive termination of the Aggregate Commitments and repayment of all other Obligations hereunder.

ARTICLE IV CONDITIONS PRECEDENT TO BORROWINGS

4.01 Conditions of Initial Borrowing. The effectiveness of this Agreement and the obligation of each Lender to make its Term Loan hereunder on the Closing Date is subject to the prior or substantially concurrent satisfaction or waiver pursuant to Section 11.01 of the following conditions:

(a) The Administrative Agent's receipt of the following, each in form and substance reasonably satisfactory to the Administrative Agent:

(i) executed counterparts of this Agreement, the Perfection Certificate, and the Administrative Agent Fee Letter by each of the parties thereto;

(ii) the Security Agreement and the Pledge Agreement, the Swedish Pledge Agreement, each duly executed by each Loan Party party thereto, together with:

(A) the certificate representing the Pledged Equity referred to in the Swedish Pledge Agreement accompanied by an undated stock power executed in blank or endorsement (to the extent not previously delivered to the Administrative Agent),

(B) UCC financing statements in form satisfactory to the Administrative Agent for filing under the Uniform Commercial Code of all jurisdictions in which any Loan Party is organized, and

(C) evidence that all other action that the Administrative Agent may deem necessary or desirable in order to perfect the Liens created under the Collateral Documents has been taken (including receipt of duly executed payoff letters and UCC-3 termination statements);

(iii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the

Administrative Agent may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party;

(iv) good standing or active status certificates, as applicable, of each Loan Party in its jurisdiction of organization and, to the extent reasonably requested by the Administrative Agent, bring-down good standing or active status certificates, as applicable;

(v) an opinion (A) of Latham & Watkins LLP, counsel to the Loan Parties and (B) Swedish counsel to the Loan Parties, each in form and substance reasonably satisfactory to the Administrative Agent;

(vi) a certificate signed by a Responsible Officer of the Borrower certifying that the conditions specified in Sections 4.01(c) and (d) have been satisfied;

(vii) a certificate signed by a Responsible Officer of the Borrower certifying that, after giving effect to the Transaction, the Loan Parties on a Consolidated basis are Solvent;

(viii) certificates of insurance naming the Collateral Agent, on behalf of the Lenders, as an additional insured or loss payee, as the case may be, under all insurance policies maintained with respect to the assets and properties of the Loan Parties that constitute Collateral as may be requested by the Administrative Agent;

(ix) a copy of the ABL Credit Agreement executed by the parties thereto;

(x) executed counterparts of the Intercreditor Agreement from each of the parties thereto;

(xi) results of searches or other evidence reasonably satisfactory to the Collateral Agent (in each case dated as of a date reasonably satisfactory to the Collateral Agent) indicating the absence of Liens on the assets of the Loan Parties, except for Permitted Liens and Liens for which termination statements and releases or subordination agreements are being tendered on the Closing Date; and

(xii) duly executed payoff letters, in form and substance reasonably satisfactory to it, confirming that the (i) Existing DIP Facility, (ii) ABL DIP Facility, and (iii) Existing Term Loan Facility have been, or concurrently with the Closing Date is being, terminated and all Liens securing obligations thereunder have been, or concurrently with the Closing Date are being released; and

(xiii) such other certificates, documents, consents or opinion as the Administrative Agent may reasonably require.

(b) Evidence satisfactory to the Administrative Agent that the ABL DIP Facility, Existing DIP Facility, and Existing Term Loan Facility have been, or concurrently with the Closing Date is being, terminated and all Liens securing obligations thereunder have been, or concurrently with the Closing Date are being, released.

(c) The representations and warranties of the Borrower and each other Loan Party shall be true and correct on and as of the Closing Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date.

(d) No Default shall exist or would result from such proposed Term Loan or from the application of the proceeds thereof.

(e) The Administrative Agent shall have received a Committed Loan Notice in accordance with the requirements hereof.

(f) The Lenders shall have received, to the extent requested, all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act.

(g) (i) The Plan of Reorganization shall have been confirmed by the Bankruptcy Court pursuant to the Confirmation Order; and (ii) all conditions precedent to the effectiveness of the Plan of Reorganization shall have been satisfied (or waived in accordance with the terms of the Plan of Reorganization).

Without limiting the generality of the provisions of Section 9.07, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

4.02 Conditions of All Borrowings. The obligations of the Lenders to make any Loans after the Closing Date are subject to the prior or substantially concurrent satisfaction or waiver pursuant to Section 11.01 of the following conditions:

(a) The Administrative Agent’s receipt of the following, each in form and substance reasonably satisfactory to the Administrative Agent a certificate signed by a Responsible Officer of the Borrower certifying that the conditions specified in Sections 4.02(b) and (c) have been satisfied;

(b) The representations and warranties of the Borrower and each other Loan Party shall be true and correct on and as of the date of Borrowing, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date.

(c) No Default shall exist or would result from such proposed Term Loan or from the application of the proceeds thereof.

(d) The Administrative Agent shall have received a Committed Loan Notice in accordance with the requirements hereof.

Without limiting the generality of the provisions of Section 9.07, for purposes of determining compliance with the conditions specified in this Section 4.02, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or

satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

ARTICLE V REPRESENTATIONS AND WARRANTIES

Each of the Loan Parties represents and warrants to the Administrative Agent and the Lenders on the Closing Date that:

5.01 Existence, Qualification and Power. Each Loan Party and each of its Subsidiaries (a) is duly organized or formed, validly existing and, as applicable, in good standing or of active status under the Laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority and all requisite governmental licenses, permits, authorizations, consents and approvals to (i) own or lease its assets and carry on its business as currently conducted or proposed to be conducted, and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party, and (c) is duly qualified and is licensed and, as applicable, in good standing or of active status under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clause (b)(i) or (c), to the extent that failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Schedule 5.01 annexed hereto sets forth, as of the Closing Date, each Loan Party's name as it appears in official filings in its state of incorporation or organization, its state of incorporation or organization, organization type, organization number, if any, issued by its state of incorporation or organization and its Federal employer identification number.

5.02 Authorization; No Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is or is to be a party have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of any of such Person's Organization Documents; (b) conflict with or result in any breach or contravention of, or the creation of (or the requirement to create) any Lien under, or require any payment to be made under (i) any Contractual Obligation or Material Indebtedness to which such Person is a party or affecting such Person or the properties of such Person or any of the Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (c) violate any applicable Law, except in the case of clause (b) or (c), to the extent that such conflict, breach, contravention or violation could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.03 Governmental Authorization; Other Consents. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document or the ABL Loan Documents, except for (a) filings necessary to perfect the Liens on the Collateral granted by the Loan Parties pursuant to the Collateral Documents, (b) the approvals, consents, exemptions, authorizations, actions, notices and filings that have been duly obtained, taken, given or made and are in full force and effect and (c) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make would not reasonable be expected to have, individually or in the aggregate, a Material Adverse Effect.

5.04 Binding Effect. This Agreement and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by each Loan Party that is party thereto. This Agreement and each other Loan Document when so delivered will constitute, a legal, valid and binding

obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

5.05 Financial Statements; No Material Adverse Effect; No Internal Control Event.

(a) The Audited Financial Statements (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and (ii) fairly present in all material respects the financial condition of the Borrower and the Subsidiaries as of the date thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein.

(b) Since [December 24, 2024], there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

(c) The Consolidated forecasted balance sheet, statements of income and cash flows of Holdings and its Subsidiaries delivered pursuant to Section 4.01 or Section 6.01, when taken as a whole, were prepared in good faith on the basis of the assumptions stated therein, which assumptions were reasonable in light of the conditions existing at the time of delivery of such forecasts, and represented, at the time of delivery, a reasonable estimate of the Borrower's and its Subsidiaries future financial condition and performance (it being understood that (i) no forecasts are to be viewed as facts, (ii) any forecasts are subject to significant uncertainties and contingencies, (iii) no assurance can be given that any particular forecasts will be realized and (iv) actual results may differ and such differences may be material).

5.06 Litigation. There are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Loan Parties threatened at law, in equity, in arbitration or before any Governmental Authority, by or against Holdings or any of its Subsidiaries or against any of their properties or revenues that (a) purport to affect or pertain to this Agreement or any other Loan Document, or (b) would reasonably be expected to have a Material Adverse Effect.

5.07 Ownership of Property; Liens; Investments.

(a) Each Loan Party and each of the Subsidiaries has good record, marketable and insurable title in fee simple to all owned Real Estate necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each Loan Party and each of the Subsidiaries has good record and marketable title to, or valid leasehold interests in, all personal property necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No Mortgage encumbers improved owned Real Estate that is located in an area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards within the meaning of the National Flood Insurance Act of 1968 unless flood insurance has been obtained in accordance with Section 6.07(b).

(b) The properties and assets of each Loan Party and each of the Subsidiaries are subject to no Liens, other than (i) with respect to Mortgaged Property, Permitted Encumbrances and (ii) with respect to all other properties and assets, Permitted Liens.

(c) Schedule 5.07(c) sets forth a complete and accurate list as of the Closing Date of all Real Estate owned by each Loan Party and each of the Subsidiaries showing the street address, county or other relevant jurisdiction, state, record owner and book and estimated fair value thereof.

(d) (i) Schedule 5.07(d)(i) sets forth a complete and accurate list of all Leases under which any Loan Party is the lessee, as of the Closing Date showing the street address, county or other relevant jurisdiction, state, lessor, lessee and expiration date.

(ii) Schedule 5.07(d)(ii) sets forth a complete and accurate list of all leases of Real Estate under which any Loan Party is the lessor as of the Closing Date showing the street address, county or other relevant jurisdiction, state, lessor, lessee, expiration date and annual rental cost thereof.

(iii) Schedule 5.07(e) sets forth a complete and accurate list of all Investments held by any Loan Party or any Subsidiary of a Loan Party on the date hereof, showing as of the date hereof the amount, obligor or issuer and maturity, if any, thereof.

5.08 Environmental Matters.

(a) Neither any Loan Party nor any Subsidiary (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any Environmental Permit, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability, except, in each case, as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Except as would not reasonably be expected to result in a Material Adverse Effect, (i) none of the properties currently or, to the knowledge of the Loan Parties, formerly owned, leased, or operated by any Loan Party or any Subsidiary is listed or, to the knowledge of the Loan Parties, proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state or local list or is adjacent to any such property; (ii) none of the properties to which any Loan Party or any Subsidiary has, directly or indirectly, transported or arranged for the transportation of any Hazardous Materials, is listed or, to the knowledge of the Loan Parties, proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state or local list; (iii) there are no and, to the knowledge of the Loan Parties, never have been any underground or above-ground storage tanks or any surface impoundments, septic tanks, pits, sumps or lagoons in which Hazardous Materials are being or have been treated, stored or disposed on any property currently owned, leased, or operated by any Loan Party or any Subsidiary or, to the knowledge of the Loan Parties, on any property formerly owned, leased, or operated by any Loan Party or any Subsidiary; (iv) there is no asbestos or asbestos-containing material on any property currently owned or operated by any Loan Party or any Subsidiary; and (v) Hazardous Materials have not been released, discharged or disposed of on any property currently or, to the knowledge of the Loan Parties, formerly owned, leased, or operated by any Loan Party or any Subsidiary.

(c) (i) Neither any Loan Party nor any Subsidiary is undertaking, and has not completed, either individually or together with other potentially responsible parties, any investigation or assessment or remedial or response action relating to any actual or threatened Release, discharge or disposal of Hazardous Materials at any site, location or operation, either voluntarily or pursuant to the order of any Governmental Authority or the requirements of any Environmental Law, except as would not reasonably be expected to result in a Material Adverse Effect; and (ii) all Hazardous Materials generated, used, treated, handled, stored, or transported by, or on behalf of, any Loan Party or any Subsidiary have been disposed of in a manner which would not reasonably expected to result in a Material Adverse Effect.

5.09 Taxes. The Loan Parties and their Subsidiaries have filed all material Tax returns and reports required to be filed, and have paid all Taxes levied or imposed upon them or their properties, income or assets otherwise due and payable and have satisfied all of their Tax withholding obligations, except (i) Taxes which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP and which contest effectively suspends the collection of the contested obligation and the enforcement of any Lien securing such obligation and (ii) any Tax return, report or Taxes, the failure to file or to pay, as the case may be, would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect. There is no proposed Tax deficiency or assessment known to any Loan Party against the Loan Party or any Subsidiary that would, if made, individually or in the aggregate, have a Material Adverse Effect. Except as could not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, each Loan Party and each of its Subsidiaries has made adequate provisions in accordance with GAAP for all Taxes not yet due and payable.

5.10 ERISA Compliance.

(a) Except as could not reasonably be expected to result in a Material Adverse Effect, (i) each Plan is in compliance with its terms and the applicable provisions of ERISA and the Code, (ii) each Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto and, to the knowledge of the Borrower, nothing has occurred which could reasonably be expected to prevent, or cause the loss of, such qualification, and (iii) Holdings, the Borrower and each ERISA Affiliate have made all required contributions to each Pension Plan, and no application for a funding waiver or an extension of any amortization period pursuant to Section 412 of the Code has been made with respect to any Pension Plan.

(b) There are no pending or, to the knowledge of the Loan Parties, threatened claims (other than claims for benefits in the normal course), actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There has been no nonexempt “prohibited transaction” (as defined in Section 406 of ERISA and Section 4975 of the Code) or violation of the fiduciary responsibility rules by Holdings or the Borrower with respect to any Plan that, individually or in the aggregate, has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) Except as could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect: (i) no ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has any Unfunded Pension Liability as of the most recent valuation date for such Pension Plan; (iii) none of Holdings, the Borrower or any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iv) none of Holdings, the Borrower or any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (v) none of Holdings, the Borrower or any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA.

(d) Except as would not reasonably be expected to result in a Material Adverse Effect: (i) each Foreign Plan has been maintained in compliance with its terms and with the requirements of any and all applicable laws, statutes, rules, regulations and orders and has been maintained, where required, in good standing with applicable regulatory authorities; (ii) none of Holdings, the Borrower or any Subsidiary have incurred any obligation in connection with the termination of or withdrawal from

any Foreign Plan; and (iii) the present value of the accrued benefit liabilities (whether or not vested) under each Foreign Plan which is funded, determined as of the end of the most recently ended Fiscal Year of Holdings, the Borrower or any Subsidiary (based on the actuarial assumptions used for purposes of the applicable jurisdiction's financial reporting requirements), did not exceed the current value of the assets of such Foreign Plan (and for each Foreign Plan which is not funded, the obligations of such Foreign Plan are properly accrued).

5.11 Subsidiaries; Equity Interests; Loan Parties. As of the Closing Date, no Loan Party has any Subsidiaries other than those specifically disclosed in Part (a) of Schedule 5.11, and all of the outstanding Equity Interests in such Subsidiaries have been validly issued, are fully paid and non-assessable and are owned by a Loan Party in the amounts specified on Part (a) of Schedule 5.11 free and clear of all Liens except those created under the Collateral Documents and the ABL Loan Documents and the Swedish Credit Facility and any nonconsensual Lien that is permitted under Section 7.01. As of the Closing Date, no Loan Party has any equity investments in any other corporation or entity other than those specifically disclosed in Part (b) of Schedule 5.11.

5.12 Margin Regulations; Investment Company Act.

(a) None of the proceeds of the Loans shall be used in any manner that would result in a violation of Regulations T, U or X of the FRB.

(b) None of the Loan Parties or any Subsidiary is or is required to be registered as an "investment company" under the Investment Company Act of 1940.

5.13 Disclosure. No written report, financial statement, certificate or other information furnished by or on behalf of the Loan Parties to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (in each case as modified or supplemented by other information so furnished), taken as a whole, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading; provided that, with respect to projected financial information, the Loan Parties represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

5.14 Compliance with Laws. Each Loan Party and each Subsidiary thereof is in compliance in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

5.15 Intellectual Property; Licenses, Etc. Each Loan Party and each of its Subsidiaries own, or possess the right to use, all of the Intellectual Property that are reasonably necessary for the operation of their respective businesses, except as would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect, and Schedule 5.15 (as supplemented by any Perfection Certificate Supplements delivered pursuant to Section 6.02(e)) sets forth a complete and accurate list of all such Intellectual Property owned by each Loan Party and each of its Subsidiaries which are registered with the United States Patent and Trademark Office and United States Copyright Office. To the knowledge of the Borrower, no slogan or other advertising or other material or patent, trademark or copyright now employed by any Loan Party or any of its Subsidiaries infringes upon any Intellectual Property right held by any other Person, except to the extent that any such infringement could not, either

individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 5.15, no claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Loan Parties, threatened, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.16 Solvency. As of the Closing Date, on a Consolidated basis, after giving effect to the Transaction, the Loan Parties are Solvent.

5.17 Casualty, Etc. Neither the businesses nor the properties of any Loan Party or any of the Subsidiaries are affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or of the public enemy or other casualty (whether or not covered by insurance) that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.18 Labor Matters. There are no strikes, lockouts, slowdowns or other material labor disputes against any Loan Party pending or, to the knowledge of any Loan Party, threatened that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. To the knowledge of the Borrower and Holdings, (i) the hours worked by and payments made to employees of the Loan Parties comply in all material respects with the Fair Labor Standards Act and any other applicable Federal, state, local or foreign Law dealing with such matters, (ii) no Loan Party has incurred any material liability or obligation under the Worker Adjustment and Retraining Act or similar state Law and (iii) all payments due from any Loan Party, or for which any claim may be made against any Loan Party, on account of wages and employee health and welfare insurance and other benefits, have been paid or properly accrued in all material respects in accordance with GAAP as a liability on the books of such Loan Party. There are no representation proceedings pending or, to any Loan Party's knowledge, threatened to be filed with the National Labor Relations Board, and no labor organization or group of employees of any Loan Party has made a pending demand for recognition except those that could not reasonably be expected to have a Material Adverse Effect. There are no complaints, unfair labor practice charges, grievances, arbitrations, unfair employment practices charges or any other claims or complaints against any Loan Party pending or, to the knowledge of any Loan Party, threatened to be filed with any Governmental Authority or arbitrator based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment of any employee of any Loan Party except those that could not reasonably be expected to have a Material Adverse Effect.

5.19 Collateral Documents. The provisions of the Collateral Documents are effective to create in favor of the Collateral Agent for the benefit of the Secured Parties a legal, valid and enforceable First Priority Lien or Second Priority Lien, as applicable (subject to Permitted Liens), on all right, title and interest of the respective Loan Parties in the Collateral described therein, and (i) when all appropriate filings or recordings are made in the appropriate offices as may be required under applicable law and (ii) upon the taking of possession or control by the Collateral Agent of such Collateral with respect to which a security interest may be perfected only by possession or control (which possession or control shall be given to the Collateral Agent to the extent required by any Collateral Document), such Collateral Document will constitute fully perfected Liens on, and security interests in, all right, title and interest of the Loan Parties in such Collateral. Prior to the satisfaction of the Discharge of ABL Obligations, the representations made in this Section 5.19 with respect to possession or control of any Collateral on which there is a Second Priority Lien by the Collateral Agent shall be deemed to refer to the possession or control of such Collateral by the collateral agent for the ABL Facility (holding for the benefit of the Collateral Agent for the Secured Parties).

5.20 USA PATRIOT Act. To the extent applicable, each of Holdings and its Subsidiaries is in compliance, in all material respects, with (i) the Trading with the Enemy Act, as

amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto and (ii) the USA PATRIOT Act. No part of the proceeds of the Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

5.21 Plan Assets. None of the Borrower or any of its Subsidiaries is an entity deemed to hold “plan assets” (within the meaning of the Plan Asset Regulations).

ARTICLE VI AFFIRMATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement), the Borrower shall, and shall (except in the cases of the covenants set forth in Sections 6.01, 6.02 and 6.03) cause each Subsidiary to:

6.01 Financial Statements and Other Reports. Deliver to the Administrative Agent, in form and detail reasonably acceptable to the Administrative Agent:

(a) as soon as available, but in any event within (i) 135 days after the end of the first Fiscal Year of Holdings ending after the Closing Date, and (ii) 105 days after the end of each Fiscal Year of Holdings thereafter⁸, a Consolidated balance sheet of Holdings and its Subsidiaries as at the end of such Fiscal Year, and the related Consolidated statements of income or operations, shareholders’ equity (if available) and cash flows for such Fiscal Year, setting forth in each case in comparative form the figures for the previous Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, audited and accompanied by a report and opinion of Ernst & Young LLP or another Registered Public Accounting Firm of nationally recognized standing reasonably satisfactory to the Administrative Agent, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any “going concern” or like qualification or exception or any qualification or exception as to the scope of such audit (it being agreed that an explanatory or emphasis of matter paragraph does not constitute a qualification or exception) (provided that such report may contain a “going concern” or like qualification or exception, or qualification arising out of the scope of the audit, if such qualification or exception arises solely with respect to, results from or arises on account of (i) an upcoming maturity date hereunder or under any other Indebtedness Incurred in compliance with this Agreement or (ii) any potential or actual inability to satisfy any financial maintenance covenant included in this Agreement or any other Indebtedness of the Borrower or its Subsidiaries);

(b) as soon as available, but in any event within 50 days after the end of each of the first three Fiscal Quarters of each Fiscal Year of Holdings (commencing with the Fiscal Quarter ending December 28, 2024), a Consolidated balance sheet of Holdings and its Subsidiaries as at the end of such Fiscal Quarter, and the related Consolidated statements of income or operations and cash flows for such Fiscal Quarter and for the portion of Holdings’ Fiscal Year then ended, setting forth in each case in comparative form the figures for the corresponding Fiscal Quarter of the previous Fiscal Year and the

⁸ NTD: Company is requesting extra time for the first year given fresh start accounting rules and the end of the FY coming up soon.

corresponding portion of the previous Fiscal Year and to the figures as set forth in the projections delivered pursuant to Section 6.01(c), all in reasonable detail, certified by a Responsible Officer on behalf of Holdings as fairly presenting in all material respects the financial condition, results of operations, shareholders' equity and cash flows of Holdings and its Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments, including, but not limited to, purchase accounting adjustments, and the absence of footnotes;

(c) as soon as available, but in any event no later than 60 days after the end of each Fiscal Year of Holdings (commencing with the Fiscal Year ending March 29, 2025), an annual budget of Holdings and its Subsidiaries on a Consolidated basis for the following Fiscal Year, as customarily prepared by management of the Loan Parties for its internal use of Holdings and its Subsidiaries;

(d) ~~reserved~~ simultaneously with the delivery of each set of financial statements referred to in Section 6.01(a) and Section 6.01(b) above, the related consolidating financial statements reflecting the adjustments necessary to eliminate the accounts of variable interest entities (if any) from such financial statements and a management narrative report providing reasonable detail on the financial results of Holdings for the period covered by such financial statements compared to the corresponding prior year period and the key factors (as determined in good faith by the Borrower) causing such changes;⁹;

(e) as soon as available, but in any event within 40 days after the end of each of the Fiscal Months of each Fiscal Year of Holdings (commencing with fiscal month ending in February 2025) (and except with respect to (i) the last Fiscal Month of each Fiscal Quarter of Holdings, with respect to which the applicable period for delivery shall be 50 days rather than 40 days, and (ii) the last Fiscal Month of each Fiscal Year of Holdings, with respect to which the applicable period for delivery shall be 105 days rather than 40 days, and (iii) the first Fiscal Month of each Fiscal Year of Holdings, with respect to which the applicable period for delivery shall be 70 days rather than 40 days), a Consolidated balance sheet of Holdings and its Subsidiaries as of the end of such Fiscal Month, and the related Consolidated statements of income or operations and cash flows for such Fiscal Month and for the portion of Holdings' Fiscal Year then ended, setting forth in each case in comparative form for the corresponding month of the previous Fiscal Year and the corresponding portion of the previous Fiscal Year, and to the figures as set forth in the projections delivered pursuant to Section 6.01(c), all in reasonable detail and duly certified by a Responsible Officer on behalf of Holdings as fairly presenting in all material respects the financial condition, results of operations, shareholders' equity, and cash flows of Holdings and its Subsidiaries in accordance with GAAP, subject only to normal year-end and quarterly adjustments and the absence of footnotes;

(f) ~~Reserved~~ KPIs. [No later than 5:00 p.m. (New York City time) on the fifth (5th) Business Day of each calendar month, a report showing the key performance indicators reported to management or the board of directors (or other governing body) of any Secured Party or any direct or indirect parent entity of any Secured Party;]¹⁰ and

⁹ NTD: ~~This shouldn't be necessary given there won't be any Unrestricted Subsidiaries~~ Added back in case needed for VIEs.

¹⁰ NTD: ~~Although this is in the term sheet, the company would prefer not to have it since the lenders should have access to information as shareholders. We also don't want to have this for purposes of a refinancing since new lenders will expect the same reporting~~ Under continuing review.

(g) Minimum Liquidity. No later than 5:00 p.m. (New York City time) on the fifth (5th) Business Day of each calendar month, a report showing the Liquidity of the Loan Parties and their Subsidiaries as of the last Business Day of such prior calendar month.

6.02 Certificates; Other Information. Deliver to the Administrative Agent, in form and detail reasonably satisfactory to the Administrative Agent:

(a) concurrently with the delivery of the financial statements referred to in Sections 6.01(a) and (b) (commencing with the financial statements for the period ending [March 31, 2025]), (i) a duly completed Compliance Certificate signed by a Responsible Officer of Holdings and (ii) notice of any change in the location of any office in which a Loan Party maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility);

(b) promptly after the same are publicly available, copies of all annual, regular, periodic and special reports and registration statements which Holdings or the Borrower may file or be required to file with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934, or with any national securities exchange, and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(c) not later than seven (7) Business Days after receipt thereof by any Loan Party or any Subsidiary thereof, copies of all notices, requests and other documents (including amendments, waivers and other modifications) so received under or pursuant to any instrument, indenture, loan or credit or similar agreement regarding or related to any breach or default by any party thereto or any other event that, in each case, could have a Material Adverse Effect;

(d) promptly after any Loan Party has knowledge thereof, written notice of (i) any action or proceeding relating to any Environmental Law pending or threatened against any Loan Party or any of its Subsidiaries, (ii) any noncompliance with any Environmental Law by any Loan Party or any of its Subsidiaries, (iii) the existence of any Environmental Liability, or (iv) the existence of any Release of Hazardous Materials at any property currently or formerly owned, leased or operated by any Loan Party or any of its Subsidiaries, which action, proceeding, non-compliance, Environmental Liability or Release could reasonably be expected to have a Material Adverse Effect, or (y) cause any property described in the Mortgages to be subject to any material restrictions on ownership, occupancy, use or transferability under any Environmental Law;

(e) as soon as available, but in any event within thirty (30) days after the end of each Fiscal Year of the Borrower, to the extent that it would reflect information not previously delivered to the Administrative Agent, (i) a report supplementing Schedules 5.07(c), 5.07(d)(i) and 5.07(d)(ii), including an identification of all real property disposed of by any Loan Party or any Subsidiary thereof and all leased real property disposed of by any Loan Party or any Domestic Subsidiary during such Fiscal Year, a list and description (including the street address, county or other relevant jurisdiction, state, record owner, book value thereof and, in the case of leases of property, lessor, lessee, expiration date and annual rental cost thereof) of all Real Estate acquired or leased during such Fiscal Year and a description of such other changes in the information included in such Schedules as may be necessary for such Schedules to be accurate and complete, and (ii) a report supplementing Schedules 5.07(e), 5.11 and 5.15 containing a description of all changes in the information included in such Schedules as may be necessary for such Schedules to be accurate and complete, each such report to be signed by a Responsible Officer of Holdings and to be in a form reasonably satisfactory to the Administrative Agent and (iii) a duly completed Perfection Certificate Supplement;

(f) at least five (5) Business Days prior written notice (or such shorter period as to which the Administrative Agent in its sole discretion agrees) of any change in (i) any Loan Party's name, (ii) any Loan Party's organizational structure or jurisdiction of incorporation or formation or (iii) any Loan Party's Federal Taxpayer Identification Number or organizational identification number assigned to it by its state of organization;

(g) promptly after the request by any Lender, all documentation and other information that such Lender reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act;

(h) upon request by the Administrative Agent, copies of: (i) each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) filed by any ERISA Affiliate with the Internal Revenue Service with respect to each Pension Plan; (ii) the most recent actuarial valuation report for each Pension Plan; and (iii) all notices received by any ERISA Affiliate from a Multiemployer Plan sponsor or any governmental agency concerning an ERISA Event; and

(i) promptly, such additional information regarding the business, financial, legal or corporate affairs of any Loan Party or any Subsidiary thereof, or compliance with the terms of the Loan Documents, as the Administrative Agent may from time to time reasonably request.

Documents required to be delivered pursuant to Section 6.01(a) or (b) or Section 6.02(b) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet at the website address listed on Schedule 11.02; or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that (i) upon request, the Borrower shall deliver paper copies of such documents to the Administrative Agent, and (ii) the Borrower shall notify the Administrative Agent (by telecopier or electronic mail) of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (*i.e.*, soft copies) of such documents. The Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrower hereby acknowledges that (a) the Administrative Agent will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "Platform") and (b) certain of the Lenders may be "public-side" Lenders (*i.e.*, Lenders that do not wish to receive material nonpublic information with respect to the Borrower or its securities) (each, a "Public Lender"). The Borrower hereby agrees that at any time that the Borrower is the issuer of any outstanding debt or equity securities that are registered or issued pursuant to a private offering or is actively contemplating issuing any such securities it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (w) all such Borrower Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Borrower or its

securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 11.07); (y) all Borrower Materials marked “PUBLIC” are permitted to be made available through a portion of the Platform designated “Public Investor”; and (z) the Administrative Agent be entitled to treat any Borrower Materials that are not marked “PUBLIC” as being suitable only for posting on a portion of the Platform not designated “Public Investor.”

6.03 Notices. Promptly, after knowledge thereof by a Responsible Officer, notify the Administrative Agent, who shall promptly notify the Lenders:

(a) of the occurrence of any Default;

(b) of any matter that has resulted or would reasonably be expected to result in a Material Adverse Effect, including as a result of (i) breach or non-performance of, or any default under, a Contractual Obligation of any Loan Party or any Subsidiary thereof; (ii) any dispute, litigation, investigation, proceeding or suspension between any Loan Party or any Subsidiary thereof and any Governmental Authority; or (iii) the commencement of, or any material development in, any litigation or proceeding affecting any Loan Party or any Subsidiary thereof, including pursuant to any applicable Environmental Laws; and

(c) of the occurrence of any ERISA Event that would reasonably be expected to result in a Material Adverse Effect.

Each notice pursuant to Section 6.03(a) shall be accompanied by a statement of a Responsible Officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto.

6.04 Payment of Obligations. Pay and discharge as the same shall become due and payable (a) all Taxes upon it or its properties or assets in all respects, unless the same are being contested in good faith by appropriate proceedings diligently conducted, adequate reserves in accordance with GAAP are being maintained by such Loan Party or such Subsidiary and such contest effectively suspends the collection of the contested obligation and the enforcement of any Lien securing such obligation; except for Taxes that could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect; and (b) all material lawful claims which, if unpaid, would by law become a Lien upon its property (except as set forth in clause (a) above).

6.05 Preservation of Existence, Etc. (a) Preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization, except for (i) transactions permitted by Section 7.04 or 7.05 and (ii) with respect to the maintenance of good standing status of any Loan Party, it will not be a breach of clause (a) of this Section 6.05 unless the failure to maintain good standing of such Loan Party could reasonably be expected to have a Material Adverse Effect; (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation or non-renewal of which could reasonably be expected to have a Material Adverse Effect.

6.06 Maintenance of Properties. (a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear, casualty or condemnation excepted; and (b) make all necessary repairs thereto

and renewals and replacements thereof except, in each case, where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

6.07 Maintenance of Insurance.

(a) Maintain with financially sound and reputable insurance companies not Affiliates of the Loan Parties, insurance with respect to its properties and business against loss or damage (i) of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons or (ii) substantially similar to insurance maintained by the Borrower and its Subsidiaries on the Closing Date, in each case, subject to such changes as the Borrower may reasonably deem appropriate in its business judgment with respect to deductibles, self-insured amounts, coverage exclusions and maximum covered losses (provided that none of such policies shall include a co-insurance clause), and with respect to policies for Holdings and the Domestic Subsidiaries, providing for not less than 30 days' prior notice to the Administrative Agent of termination, lapse or cancellation of such insurance.

(b) With respect to each improved Real Estate subject to a Mortgage, obtain flood insurance with coverages and in amounts sufficient to comply with the Flood Insurance Laws and, in any event, in an amount not less than \$5.0 million for Zone A "special flood hazard areas" and \$10.0 million for all other "special flood hazard areas", in each case, as set forth on any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), otherwise comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws and deliver to the Administrative Agent evidence of such compliance in form and substance reasonably acceptable to the Administrative Agent.

(c) Fire and extended coverage policies maintained with respect to any Collateral shall be endorsed or otherwise amended to include (i) a mortgage clause (regarding improvements to Real Estate) and lenders' loss payable clause (regarding personal property), in form and substance satisfactory to the Collateral Agent, which endorsements or amendments shall provide that the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, and (ii) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Secured Parties. Commercial general liability policies shall be endorsed to name the Collateral Agent as an additional insured. Business interruption policies with respect to Holdings and the Domestic Subsidiaries shall name the Collateral Agent as a loss payee and shall be endorsed or amended to include (i) a provision that, from and after the Closing Date, the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, and (ii) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Secured Parties. Each such policy referred to in this Section 6.07 shall also provide that it shall not be canceled or not renewed (i) by reason of nonpayment of premium except upon not less than ten (10) days' prior written notice thereof by the insurer to the Collateral Agent (giving the Collateral Agent the right to cure defaults in the payment of premiums) or (ii) for any other reason except upon not less than thirty (30) days' prior written notice thereof by the insurer to the Collateral Agent. The Borrower shall deliver to the Collateral Agent, prior to the cancellation, modification adverse to the Lenders, or non-renewal of any such policy of insurance, a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Collateral Agent, including an insurance binder) together with evidence satisfactory to the Collateral Agent of payment of the premium therefor.

(d) In the event that any part of the Collateral (other than, as long as the ABL Facility is outstanding, ABL Priority Collateral) is damaged by fire or other casualty and the insurance proceeds for such damage are greater than \$5.0 million in any Fiscal Year, such proceeds, in their entirety, shall be delivered to the Administrative Agent and the Administrative Agent shall promptly

apply such proceeds in accordance with Section 2.03(b) or 8.03, as applicable. In the event any part of the Collateral (other than, as long as the ABL Facility is outstanding, ABL Priority Collateral) is damaged by fire or other casualty and the insurance proceeds for such damage are less than \$5.0 million in any Fiscal Year, such proceeds, in their entirety, shall be delivered to the Borrower.

(e) None of the Secured Parties, or their agents or employees shall be liable for any loss or damage insured by the insurance policies required to be maintained under this Section 6.07. Each Loan Party shall look solely to its insurance companies or any other parties other than the Secured Parties for the recovery of such loss or damage and such insurance companies shall have no rights of subrogation against any Secured Party or its agents or employees. If, however, the insurance policies do not provide waiver of subrogation rights against such parties, as required above, then the Loan Parties hereby agree, to the extent permitted by law, to waive their right of recovery, if any, against the Secured Parties and their agents and employees. The designation of any form, type or amount of insurance coverage by any Secured Party under this Section 6.07 shall in no event be deemed a representation, warranty or advice by such Secured Party that such insurance is adequate for the purposes of the business of the Loan Parties or the protection of their properties.

6.08 Compliance with Laws. Comply in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted and with respect to which adequate reserves have been set aside and maintained by the Loan Parties in accordance with GAAP; or (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

6.09 Books and Records. Maintain proper books of record and account, in which entries in conformity in all material respects with GAAP under U.S. law, with respect to Holdings and its Domestic Subsidiaries, and under applicable foreign law, with respect to Foreign Subsidiaries (provided that nothing in this Section 6.09 shall affect the obligation of Holdings to provide financial statements in accordance with GAAP under Section 6.01), consistently applied shall be made of all financial transactions and matters involving the assets and business of the Loan Parties and their Subsidiaries, as the case may be.

6.10 Inspection Rights. Permit representatives and independent contractors of the Administrative Agent (accompanied by any Lender (with the consent of the Borrower not to be unreasonably withheld)) to visit and inspect any of its properties, to examine its corporate, financial, insurance, and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants (subject to such accountant's customary policies and procedures), all at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrower; provided, however, that unless an Event of Default has occurred and is continuing, the Administrative Agent may make only one such visit in any Fiscal Year at the Borrower's expense, provided further that when an Event of Default exists the Administrative Agent (or any of its representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and upon reasonable advance notice to the extent practicable. Notwithstanding anything to the contrary in this Section 6.10, none of the Borrower or any of the Subsidiaries will be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter that (a) constitutes non-financial trade secrets or non-financial proprietary information, (b) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by

Law or any binding agreement or (c) is subject to attorney-client or similar privilege or constitutes attorney work product.

6.11 Use of Proceeds. Use the proceeds of (a) the Loans made on the Closing Date solely to refinance all Indebtedness under the Borrower's Existing DIP Facility and (b) the Incremental Term Loans only for the purposes specified in the applicable Additional Credit Extension Amendment.

6.12 Covenant to Guarantee Obligations and Give Security.

(a) Upon the formation or acquisition of any new direct or indirect Subsidiary (other than any (i) any CFC, (ii) any Subsidiary owned directly or indirectly by a CFC or (iii) any Domestic Subsidiary if substantially all of the assets of such Domestic Subsidiary consist of Equity Interests in one or more Foreign Subsidiaries that are CFCs) by any Loan Party, then the Borrower shall, at the Borrower's expense, within the time period specified below unless the Administrative Agent in its sole discretion consents to an extension thereof:

(i) within 45 days after such formation or acquisition, cause such Subsidiary, and cause each direct and indirect parent of such Subsidiary (if it has not already done so), to duly execute and deliver to the Administrative Agent a counterpart to this Agreement, in form and substance satisfactory to the Administrative Agent, guaranteeing the other Loan Parties' obligations under the Loan Documents,

(ii) within 45 days after such formation or acquisition, cause such Subsidiary and each direct and indirect parent of such Subsidiary (if it has not already done so) to duly execute and deliver to the Administrative Agent supplements to the Collateral Documents and other security and pledge agreements covering the personal property of such Subsidiaries, as specified by and in form and substance satisfactory to the Administrative Agent (including delivery of all Pledged Debt and Pledged Equity in and of such Subsidiary, and other instruments of the type specified in Section 4.01(a)(ii)), securing payment of all the Obligations of such Subsidiary or such parent, as the case may be, under the Loan Documents and constituting Liens on all such personal properties,

(iii) within 45 days after such formation or acquisition, cause such Subsidiary and each direct and indirect parent of such Subsidiary (if it has not already done so) to take whatever action (including the filing of Uniform Commercial Code financing statements, the giving of notices and the endorsement of notices on title documents) may be necessary in the reasonable opinion of the Administrative Agent to vest in the Administrative Agent (or in any representative of the Administrative Agent designated by it) valid and subsisting Liens on the personal properties purported to be subject to Collateral Documents, as applicable, and the security and pledge agreements delivered pursuant to this Section 6.12, enforceable against all third parties in accordance with their terms, and

(iv) within 45 days after such formation or acquisition, deliver to the Administrative Agent, upon the request of the Administrative Agent in its sole discretion, a signed copy of a favorable opinion, addressed to the Administrative Agent and the other Secured Parties, of counsel for the Loan Parties acceptable to the Administrative Agent as to the matters contained in clauses (i), (ii) and (iii) above, and as to such other matters as the Administrative Agent may reasonably request.

(b) Subject to the Intercreditor Agreement, promptly grant to the Collateral Agent, within 30 days of the acquisition thereof, a security interest in and Mortgages on each parcel of Real

Estate owned in fee by such Loan Party as is acquired by such Loan Party after the Closing Date and that, together with any improvements thereon, individually has a fair market value of at least \$5.0 million as additional security for the Obligations (unless the subject property is already mortgaged to a third-party to the extent permitted by Section 7.01). Such Mortgages shall be granted pursuant to documentation reasonably satisfactory in form and substance to the Administrative Agent and the Collateral Agent and shall constitute valid and enforceable perfected Liens subject only to Permitted Liens or other Liens acceptable to the Administrative Agent. The Mortgages or instruments related thereto shall be duly recorded or filed in such manner and in such places as are required by law to establish, perfect, preserve and protect the Liens in favor of the Collateral Agent required to be granted pursuant to the Mortgages and all taxes, fees and other charges payable in connection therewith shall be paid in full. Such Loan Party shall otherwise take such actions and execute and/or deliver to the Collateral Agent such documents as the Administrative Agent or the Collateral Agent shall require to confirm the validity, perfection and priority of the Lien of any existing Mortgage or new Mortgage against such after-acquired Real Estate (including (i) fully paid American Land Title Association Lender's Extended Coverage title insurance policies or applicable state title policy in form and substance, with endorsements and in amounts acceptable to the Administrative Agent, issued by title insurers reasonably acceptable to the Administrative Agent, insuring the Mortgages to be valid and subsisting Liens on the property described therein, free and clear of all defects (including, but not limited to, mechanics' and materialmen's Liens) and encumbrances, excepting only Permitted Encumbrances and other Liens permitted under the Loan Documents, and providing for such other affirmative insurance (including endorsements for future advances under the Loan Documents, for mechanics' and materialmen's Liens and for zoning of the applicable property) and as the Administrative Agent may reasonably deem necessary or desirable (a "Mortgage Policy"), (ii) a Survey, (iii) the Flood Documentation and (iv) a local counsel opinion (in form and substance reasonably satisfactory to the Administrative Agent and the Collateral Agent) in respect of such Mortgage).

(c) Concurrently with the guarantee by any direct or indirect Domestic Subsidiary that is a Subsidiary of any obligations under the ABL Loan Documents, cause such direct or indirect Subsidiary to guarantee the Obligations of the Loan Parties hereunder and otherwise comply with the requirements of this Section 6.12.

(d) At any time upon request of the Administrative Agent, promptly execute and deliver any and all further instruments and documents and take all such other action as the Administrative Agent may deem reasonably necessary or desirable in obtaining the full benefits of, or (as applicable) in perfecting and preserving the Liens of, such guaranties, deeds of trust, trust deeds, deeds to secure debt, mortgages, leasehold mortgages, leasehold deeds of trust, supplements to the Collateral Documents and other security and pledge agreements.

(e) Subject to the terms of the Intercreditor Agreement and prior to the satisfaction of the Discharge of ABL Obligations, with respect to any obligation under this Section 6.12 or any Collateral Document to deliver possession or control of any Collateral on which there is a Second Priority Lien by the Collateral Agent, such obligation shall be deemed satisfied by the delivery of possession or control of such Collateral to the "collateral agent" for the ABL Facility (holding for the benefit of the Collateral Agent for the Secured Parties).

6.13 Further Assurances. Promptly upon request by the Administrative Agent, or any Lender through the Administrative Agent, (a) correct any material defect or error that may be discovered in any Loan Document or in the execution, acknowledgment, filing or recordation of any of the foregoing, and (b) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent, or any Lender through the Administrative Agent, may reasonably require from

time to time in order to (i) carry out more effectively the purposes of the Loan Documents, (ii) to the fullest extent permitted by applicable Law, subject any Loan Party's or any of the Subsidiaries' properties, assets, rights or interests to the Liens now or hereafter intended to be covered by any of the Collateral Documents, (iii) perfect and maintain the validity, effectiveness and priority of any of the Collateral Documents and any of the Liens intended to be created thereunder and (iv) assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively unto the Secured Parties the rights granted or now or hereafter intended to be granted to the Secured Parties under any Loan Document or under any other instrument executed in connection with any Loan Document to which any Loan Party or any of the Subsidiaries is or is to be a party, and cause each of the Subsidiaries to do so.

6.14 Lenders Meetings. The Borrower will, upon the request of the Administrative Agent or Required Lenders, participate in a meeting of the Administrative Agent and Lenders once during each Fiscal ~~Year~~Quarter to be held, at the request of the Administrative Agent or Required Lenders, by teleconference or at the Borrower's corporate offices (or at such other location as may be agreed to by the Borrower and the Administrative Agent) at such time as may be agreed to by the Borrower and the Administrative Agent.

6.15 Designation as Senior Debt. Designate all Obligations as "Designated Senior Indebtedness" (or any similar term) under, and defined in, any Subordinated Indebtedness of any Loan Party which contains such designations.

6.16 Ratings. Use commercially reasonable efforts to cause each of the First-Out Term Loans and the Second-Out Term Loans and the Borrower's corporate credit to be rated (and then to continue to be rated) by S&P and Moody's within 30 days of the Closing Date; provided that no particular ratings shall be required.

6.17 Post-Closing Matters.

(a) [Within seven (7) days after the Closing Date (or such later date to be agreed by the Administrative Agent), the Borrower shall deliver to the Administrative Agent the certificates representing the Pledged Equity referred to in the Pledge Agreement accompanied by undated stock powers executed in blank and instruments evidencing the Pledged Debt indorsed in blank or with other appropriate instruments of transfer (to the extent not previously delivered to the Administrative Agent).]

(b) [Within thirty (30) days after the Closing Date (or such later date to be agreed by the Administrative Agent), the Borrower shall deliver to the Administrative Agent the insurance endorsements as required under Section 6.07 and the Security Agreement (to the extent not previously delivered to the Administrative Agent).]

ARTICLE VII NEGATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied (other than (i) any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement and (ii) Obligations under Other Liabilities), the Borrower shall not, (and with respect to Section 7.13 only, Holdings shall not), nor shall the Borrower permit any Subsidiary to, directly or indirectly:

7.01 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, other than the following Liens (Liens described below are herein referred to as “Permitted Liens”):

- (a) Liens pursuant to any Loan Document;
- (b) Liens existing on the date hereof and listed on Schedule 7.01(b) and any renewals or extensions thereof, provided that (i) the property covered thereby is not changed in any material manner, (ii) the amount secured or benefited thereby is not increased except as contemplated by Section 7.02(f), (iii) the direct and contingent obligors with respect thereto are not changed (other than to decrease the number of obligors), and (iv) any renewal or extension of the obligations secured or benefited thereby is permitted by Section 7.02(f);
- (c) Liens for taxes not yet due or which are the subject of a Permitted Protest;
- (d) carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 60 days or which are the subject of a Permitted Protest;
- (e) (i) pledges or deposits in the ordinary course of business in connection with workers’ compensation, unemployment insurance and other social security legislation, other than any Lien imposed by ERISA and (ii) pledges and deposits in the ordinary course of business securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to Holdings or any of its Subsidiaries;
- (f) deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness for borrowed money), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;
- (g) easements, rights-of-way, restrictions and other similar encumbrances affecting Real Estate which, in the aggregate, do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person;
- (h) Liens securing judgments for the payment of money not constituting an Event of Default under Section 8.01(h);
- (i) Liens securing Indebtedness permitted under Section 7.02(h); provided that (i) such Liens do not at any time encumber any property other than the property financed by such Indebtedness, (ii) the Indebtedness secured thereby does not exceed the cost of the property being acquired on the date of acquisition, and (iii) such Lien and the Indebtedness secured thereby are incurred contemporaneously with or within two hundred seventy (270) days after the acquisition of such property;
- (j) Liens securing the ABL Facility having the priority set forth in the Intercreditor Agreement;
- (k) landlords’ and lessors’ Liens in respect of rent and other lease obligations that are not past due for a period of 60 days or more or that are the subject of a Permitted Protest;
- (l) possessory Liens in favor of brokers and dealers arising in connection with the acquisition or disposition of Investments, provided that such Liens (a) attach only to such

Investments and (b) secure only obligations incurred in the ordinary course and arising in connection with the acquisition or disposition of such Investments and not any obligation in connection with margin financing;

(m) Liens arising solely by virtue of any statutory or common law provisions relating to banker's Liens, ordinary course Liens in favor of securities intermediaries, rights of setoff or similar rights and remedies as to deposit accounts or securities accounts or other funds maintained with depository institutions or securities intermediaries;

(n) Liens arising from precautionary UCC filings regarding "true" operating leases or the consignment of goods to a Loan Party;

(o) Liens in favor of customs and revenues authorities imposed by applicable Law arising in the ordinary course of business in connection with the importation of goods and securing obligations (i) that are not overdue by more than sixty (60) days, or (ii) that are the subject of a Permitted Protest;

(p) Liens on specific existing assets and proceeds thereof of a Person acquired following the Closing Date in existence on the date such Person became a Subsidiary; provided that such Liens were not created in anticipation of the transaction pursuant to which such Person became a Subsidiary;

(q) licenses of Intellectual Property permitted under Section 7.05(g) hereof;

(r) Liens on the assets of Subsidiaries that are not Loan Parties securing Indebtedness or other obligations of such Subsidiaries that are not Loan Parties Subsidiaries permitted by Section 7.02;

(s) Liens on the Collateral securing Indebtedness permitted by Section 7.02(b);

(t) other Liens securing Indebtedness or other obligations of the Borrower and the Subsidiary Guarantors outstanding in an aggregate principal amount not to exceed the greater of (x) \$52.5 million and (y) ~~70~~105% of Consolidated EBITDA;

(u) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business which do not (v) in any case materially detract from the value of the property subject thereto or (ii) interfere in any material respect with the business of the Borrower and its Subsidiaries or (iii) secure any Indebtedness;

(w) Liens solely on any cash earnest money deposits made by the Borrower or any of the Subsidiaries in connection with any letter of intent or purchase agreement permitted hereunder;

(x) ground leases in respect of real property on which facilities owned or leased by the Borrower or any of its Subsidiaries are located;

(y) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto; and

(z) Liens on the Collateral securing Indebtedness permitted by Section 7.02(k).

Notwithstanding anything to the contrary in this Agreement or in any other Loan Document: (A) any Indebtedness of Holdings, the Borrower or any other Loan Party incurred after the Closing Date owed to Holdings, the Borrower or any Subsidiary thereof shall be subordinated in right of payment to the Obligations [pursuant to the Intercompany Note] and (B) no Commitments shall be issued and no Loans hereunder may be borrowed if the purpose of such issuance or borrowing is to cause Lenders who do not constitute Required Lenders to constitute Required Lenders following such issuance or borrowing.

7.02 Indebtedness. Create, incur, assume, guarantee, suffer to exist or otherwise become liable with respect to any Indebtedness, except (Indebtedness described below is herein referred to as "Permitted Indebtedness"):

(a) obligations (contingent or otherwise) of the Borrower or any of the Subsidiaries existing or arising under any Swap Contract, provided that such obligations are (or were) entered into by such Person in the ordinary course of business for the purpose of directly mitigating risks associated with fluctuations in interest rates or foreign exchange rates or otherwise to mitigate risks associated with its assets or liabilities or business operations;

(b) [Reserved];

(c) (i) Indebtedness of a Subsidiary of the Borrower owed to the Borrower or to another Subsidiary of the Borrower, and (ii) Indebtedness of the Borrower owed to any Subsidiaries of the Borrower, in each case, which Indebtedness shall (A) in the case of Indebtedness owed to a Loan Party, constitute "Pledged Debt" under the Security Agreement, (B) be on terms (including subordination terms, if owed by a Loan Party) acceptable to the Administrative Agent and (C) be otherwise permitted under the provisions of Section 7.03;

(d) Indebtedness under the Loan Documents;

(e) Indebtedness of the Loan Parties under the ABL Facility and any Permitted Refinancing Indebtedness in respect thereof (including Guarantees of any Guarantor in respect of such Indebtedness) in an aggregate principal amount at any time outstanding not to exceed \$140.0 million;

(f) Indebtedness outstanding on the date hereof and listed on Schedule 7.02 and any Permitted Refinancing Indebtedness in respect thereof;

(g) Guarantees of the Borrower or any Guarantor in respect of Indebtedness otherwise permitted hereunder of the Borrower or any Subsidiary Guarantor;

(h) Indebtedness in respect of Capital Lease Obligations, Synthetic Lease Obligations, and purchase money obligations for fixed or capital assets within the limitations set forth in Section 7.01(i) and Permitted Refinancing Indebtedness in respect thereof; provided, however, that the aggregate principal amount of all such Indebtedness at any one time outstanding shall not exceed the greater of (x) \$50.0 million and (y) ~~66.7~~100% of Consolidated EBITDA;

(i) Permitted Holdco Debt;

(j) Indebtedness of any Person that becomes a Subsidiary of the Borrower after the date hereof in accordance with the terms of Section 7.03(h), which Indebtedness is existing at the

time such Person becomes a Subsidiary of the Borrower (other than Indebtedness incurred solely in contemplation of such Person's becoming a Subsidiary of the Borrower) and Permitted Refinancing Indebtedness in respect thereof;

(k) [Ratio / Incremental Equivalent Debt];¹¹

(l) additional Indebtedness of the Loan Parties and their Subsidiaries in an aggregate principal amount at any time outstanding not to exceed the greater of (x) \$52.5 million and (y) ~~70~~105% of Consolidated EBITDA at any time outstanding;

(m) Indebtedness of Foreign Subsidiaries under the Swedish Credit Facility in an aggregate principal amount at any time outstanding not to exceed the U.S. dollar equivalent (as reasonably determined by the Administrative Agent) the greater of (x) \$100 million and (y) ~~133~~200% of Consolidated EBITDA outstanding at any time; and

(n) other Indebtedness of Subsidiaries that are not Loan Parties (including any Foreign Subsidiaries) in an aggregate principal amount at any time outstanding not to exceed the greater of (x) \$20.0 million and (y) ~~25~~40% of Consolidated EBITDA outstanding at any time.

For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a non-U.S. currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred; *provided* that, if such Indebtedness is incurred to extend, replace, refund, refinance, renew or defease other Indebtedness denominated in a foreign currency, and such extension, replacement, refunding, refinancing, renewal or defeasance would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such extension, replacement, refunding, refinancing, renewal or defeasance, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased.

7.03 Investments. Make or hold any Investments, except:

(a) Investments held by the Borrower and the Subsidiaries in the form of Cash Equivalents;

(b) Investments consisting of loans and advances to officers, directors and employees of Holdings (or any direct or indirect parent thereof) and its Subsidiaries to finance the purchase of capital stock of Holdings (or any direct or indirect parent thereof) and for travel, entertainment, relocation and analogous ordinary business purposes, in an aggregate amount not to exceed \$2.5 million at any time outstanding;

(c) (i) Investments outstanding on the Closing Date by Borrower and its Subsidiaries in their respective Subsidiaries, (ii) additional Investments by Borrower and its Subsidiaries in Subsidiaries that are Loan Parties at the time of the making of such Investment, (iii) additional Investments by Subsidiaries of the Borrower that are not Loan Parties (including Foreign Subsidiaries) in other Subsidiaries that are not Loan Parties ((including Foreign Subsidiaries), and (iv) so long as no Default or Event of Default then exists or would arise therefrom,

¹¹ NTD: to match the Incremental Term Loan Amount Ratio.

additional Investments by the Loan Parties in Subsidiaries that are not Loan Parties in an aggregate amount when taken together with all purchases and acquisitions referred to in Section 7.03(h)(ii), during the term of this Agreement not to exceed (A) the greater of (x) \$35.0 million and (y) 50% of total Consolidated assets of Borrower and its Subsidiaries as of the last day of the most recently completed Measurement Period (net of any cash return of principal or capital on any such Investment, purchases or acquisitions made pursuant to this Section 7.03(c)(iv) or Section 7.03(h)(ii) or Section 7.03(l) to Borrower or a Subsidiary Guarantor that is not applied pursuant to the parenthetical phrase in Section 7.03(h)(ii)(y) or Section 7.03(l)(x)) plus (B) an amount equal to the amount of cash distributions to the Borrower or a Subsidiary Guarantor following the Closing Date from the Foreign Subsidiaries that has not been redistributed to any Foreign Subsidiary;

(d) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(e) Guarantees permitted by Section 7.02;

(f) Investments existing on the date hereof and set forth on Schedule 5.07(e) and any modification, replacement, renewal, reinvestment or extension of any of the foregoing that does not increase the amount thereof;

(g) Investments in Swap Contracts permitted under Section 7.02(a);

(h) the purchase or other acquisition of all of the Equity Interests in, or all or substantially all of the property, or assets comprising a business unit, of, any Person; provided that, with respect to each purchase or other acquisition made pursuant to this Section 7.03(h) (each such purchase or acquisition, a “Permitted Acquisition”):

(i) any such newly-created or acquired Subsidiary as a result of any such transaction shall comply with the applicable requirements of Section 6.12;

(ii) any such purchase or other acquisition that, upon the consummation thereof, does not result in the assets or property so purchased or acquired being wholly-owned directly by the Borrower or one or more Subsidiary Guarantors or, in the case of any acquisition of Equity Interests that does not result in the Person(s) so acquired becoming a Subsidiary Guarantor(s), in each case, within 45 days after such purchase or acquisition shall not exceed, together with all such other purchases or other acquisitions and all Investments referred to in Section 7.03(c), the greater of (x) \$35.0 million and (y) 50% of total Consolidated assets of Borrower and its Subsidiaries as of the last day of the most recently completed Measurement Period (net of any cash return of principal on capital on any acquisition, purchase or Investment made pursuant to this Section 7.03(h)(ii) or Section 7.03(c)(iv) or Section 7.03(l) to Borrower or a Subsidiary Guarantor that is not applied pursuant to the parenthetical phrase in Section 7.03(c)(iv)(A) or 7.03(l)(x));

(iii) [reserved];

(iv) immediately before and immediately after giving effect to any such purchase or other acquisition, no Event of Default shall have occurred and be continuing; and

(v) the Borrower shall have delivered to the Administrative Agent, on or prior to the date on which any such purchase or other acquisition is to be consummated, a certificate of a Responsible Officer, in form and substance reasonably satisfactory to the Administrative Agent, certifying that all of the requirements set forth in this clause (h) have been satisfied or will be satisfied on or prior to the consummation of such purchase or other acquisition (other than the requirements of clause (i), which will be satisfied as required by Section 6.12);

(i) Investments resulting from the issuance of Indebtedness of Holdings (or any direct or indirect parent thereof) to the Borrower or any of the Subsidiaries in an amount not to exceed the amount necessary to permit Holdings (or any direct or indirect parent thereof) to pay (i) so long as no Event of Default shall have occurred and be continuing at the time thereof or would result therefrom, reasonable and customary corporate and out-of-pocket operating expenses actually payable to persons that are not Affiliates relating to maintaining its ownership interest in the Borrower (including reasonable out-of-pocket expenses for legal, administrative and accounting services provided by third parties, and compensation, benefits and other amounts payable to officers and employees in connection with their employment in the ordinary course of business and to board of director observers), (ii) franchise fees or similar Taxes and fees required to maintain its corporate existence, (iii) any income Taxes imposed on Holdings (or its any direct or indirect parent of Holdings thereof) as the common parent of a consolidated, combined or similar Tax group of which the Borrower and/or its Subsidiaries are members, up to an amount not to exceed the amount of any such income Taxes that the Borrower and its Subsidiaries would have been required to pay on a separate company (or a stand-alone Tax group) basis (reduced by any income Taxes paid directly by the Borrower or its Subsidiaries); provided that in determining the hypothetical income Tax liability of the Borrower and/or its Subsidiaries on a separate company (or a stand-alone Tax group) basis for the purpose of clause (iii), any interest expense on any Indebtedness incurred by Holdings (or any direct or indirect parent thereof) shall be treated as the interest expense of the Borrower, and (iv) all costs or fees incurred in compliance with or in anticipation of compliance with Securities Laws and state securities Laws;

(j) promissory notes and other non-cash consideration that is permitted to be received in connection with Dispositions permitted by Section 7.05;

(k) any Investments made with the proceeds received by or contributed to the Borrower from the substantially concurrent issuance of new Equity Interests (other than Disqualified Equity Interests) issued by Holdings and not used for any other purpose permitted under this Agreement;

(l) without duplication of any other Investments permitted hereunder, other Investments by the Borrower or any of the Subsidiaries not exceeding (x) the greater of (A) \$50.0 million and (B) ~~66.7~~100% of Consolidated EBITDA in any Fiscal Year (with the unused portion of such scheduled amount available for use in any succeeding Fiscal Year), net of any cash return to the Borrower and its Subsidiaries of principal or capital of any such Investment or (y) the greater of (A) \$50.0 million and (B) ~~66.7~~100% of Consolidated EBITDA in the aggregate (net of any cash return of principal or capital of any Investment, purchase or acquisition made pursuant to this Section 7.03(l) or Section 7.03(c)(iv) or 7.03(h)(ii) to the Borrower or a Subsidiary

Guarantor that is not applied pursuant to the parenthetical phrase in Section 7.03(c)(iv)(y) or 7.03(h)(ii);

(m) so long as no Event of Default shall have occurred and be continuing or would result from the making of any such Investment, Investments in an amount not to exceed the Available Amount;

(n) Investments to the extent that payment for such Investments is made solely with Qualified Equity Interests of Holdings (or any direct or indirect parent thereof);

(o) Investments held by a Subsidiary acquired after the Closing Date or of a Person merged into the Borrower or merged or consolidated with a Subsidiary in accordance with Section 7.04 after the Closing Date (other than existing Investments in subsidiaries of such Subsidiary or Person, which must comply with the requirements of Sections 7.02(h) or (l)) to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger or consolidation and were in existence on the date of such acquisition, merger or consolidation;

(p) Guarantees by the Borrower or any of the Subsidiaries of leases (other than Capital Lease Obligations) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business;

(q) Investments of any Loan Party at the time of and immediately after the incurrence of such Investment, on a Pro Forma Basis, the Consolidated Leverage Ratio for the Measurement Period most recently ended prior to the incurrence of such Indebtedness is no greater than [-] to 1.00;

7.04 Fundamental Changes. Merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that:

(a) any Subsidiary of the Borrower may merge with (i) the Borrower, provided that the Borrower shall be the continuing or surviving Person, or (ii) any one or more other Subsidiaries, provided that when any Loan Party is merging with another Subsidiary that is not a Loan Party, such Loan Party shall be the continuing or surviving Person;

(b) any Subsidiary (other than the Borrower) may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Borrower or to another Loan Party (other than Holdings);

(c) any Subsidiary that is not a Loan Party (i) may dispose of all or substantially all its assets (including any Disposition that is in the nature of a liquidation) to (A) another Subsidiary that is not a Loan Party or (B) to a Loan Party (other than Holdings), or (ii) may be dissolved, with its assets (if any) being transferred in accordance with clause (i) hereof;

(d) in connection with any acquisition permitted under Section 7.03, any Subsidiary of the Borrower may merge into or consolidate with any other Person or permit any other Person to merge into or consolidate with it; provided that (i) the Person surviving such merger shall be a wholly-owned Subsidiary of the Borrower, (ii) in the case of any such merger to which any Loan

Party (other than the Borrower) is a party, such Loan Party is the surviving Person and (iii) in the case of any merger involving the Borrower, the Borrower is the surviving Person;

(e) any Disposition permitted by Section 7.05 may be structured as a sale of all or substantially all of the Equity Interests of a Subsidiary;

(f) any Subsidiary which has no assets to distribute to its equity holders may be dissolved or liquidated; and

(g) any Foreign Subsidiary that is not a Subsidiary may be dissolved or liquidated, including through an insolvency, bankruptcy or equivalent proceeding.

7.05 Dispositions. Make any Disposition or enter into any agreement to make any Disposition, except:

(a) Dispositions of obsolete or worn out property, or property (including Intellectual Property) that is no longer used or useful in the business of the Borrower and its Subsidiaries whether now owned or hereafter acquired, in each case, in the ordinary course of business (it being understood that this clause (a) does not include the liquidation of any Store or the inventory and other assets located therein);

(b) Dispositions of inventory and goods held for sale in the ordinary course of business;

(c) Dispositions of equipment or Real Estate to the extent that such property is exchanged for credit against all or a portion of the purchase price of similar replacement property and, if such property is Collateral, then such replacement property is made subject to Liens and security interests in favor of the Collateral Agent for the benefit of the Secured Parties;

(d) Dispositions of property by any Subsidiary to the Borrower or to a wholly-owned Subsidiary; provided that if the transferor of such property is a Subsidiary Guarantor, the transferee thereof must either be the Borrower or a Subsidiary Guarantor or an Investment permitted under Section 7.03;

(e) Dispositions permitted by Sections 7.04 (a), (b), (c), (d), (f) and (g);

(f) bulk sales or other dispositions of the inventory of the Borrower or a Subsidiary not in the ordinary course of business in connection with Store closings, at arm's length, provided, that such Store closures are approved by the board of directors of Holdings (or any direct or indirect parent thereof);

(g) grants (A) licenses of Intellectual Property of over-the-counter software that is commercially available to the public, (B) non-exclusive licenses for the use of the Intellectual Property of Borrower or any of its Subsidiaries entered into in the ordinary course of business, (C) licenses of Intellectual Property that could not result in a legal transfer of the licensed property but that may be exclusive as to territory only as to discrete geographical areas outside of the United States, and (D) licenses of Intellectual Property that may be exclusive as to particular field of use;

(h) Dispositions by the Borrower and the Subsidiaries not otherwise permitted under this Section 7.05; provided that (i) at the time of such Disposition, no Default shall exist or would result from such Disposition, (ii) [reserved] and (iii) at least 75% of the purchase price for

such asset shall be paid to the Borrower or such Subsidiary in cash or Cash Equivalents; provided, that with respect to the foregoing requirement in clause (iii), the following shall be deemed cash: (x) an assumption of Indebtedness (other than Subordinated Indebtedness) of the Borrower or such Subsidiary by a purchaser in connection with the applicable Disposition, (y) securities, notes or other obligations or assets received by the Borrower or any Restricted Subsidiary from the transferee (including earnouts and similar obligations) that are converted by the Borrower or such Restricted Subsidiary into cash or Cash Equivalents, or by their terms are required to be satisfied for cash or Cash Equivalents (to the extent of the cash or Cash Equivalents received) within 180 days following the closing of the applicable Disposition, and (z) any Designated Noncash Consideration received by the Borrower or any of its Subsidiaries in an such Disposition having an aggregate fair market value (as determined by the Borrower in good faith, which determination shall be conclusive), taken together with all other Designated Noncash Consideration received pursuant to this clause (z), not to exceed an aggregate amount at any time outstanding equal to the greater of \$~~18.75~~12.5 million and 25% of Consolidated EBITDA (with the fair market value (as determined by the Borrower in good faith, which determination shall be conclusive);

(i) Licenses for the conduct of licensed departments (other than to an Affiliate of any Loan Party) within any Store in the ordinary course of business; and

(j) other Dispositions in an aggregate amount not to exceed the greater of (x) \$~~50~~12.5 million and (y) ~~66.725~~66.725% of Consolidated EBITDA.

provided, however, that any Disposition pursuant to clauses (a) through (d), and clauses (f) and (h) shall be for fair market value.

Notwithstanding the foregoing or anything else in this Agreement or the other Loan Documents to the contrary, no Disposition consisting of Material Intellectual Property may be made from any Loan Party to any Subsidiary that is not a Guarantor (other than licensing or sublicensing of such Material Intellectual Property made in the ordinary course of business and consistent with past practice, provided such licensing or sublicensing is not an exclusive license).¹²

7.06 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, except that:

(a) each Subsidiary of the Borrower may make Restricted Payments to any other Loan Party (other than Holdings) and any other Person that owns a direct Equity Interest (other than Disqualified Equity Interests) in such Subsidiary, ratably according to their respective holdings of the type of Equity Interests in respect of which such Restricted Payment is being made;

(b) Borrower and each of its Subsidiaries may declare and make dividend payments or other distributions payable solely in the common or preferred stock or other common or preferred Equity Interests of such Person (other than Disqualified Equity Interests); provided that

¹² NTD: ~~Subject to continued review.~~

To confirm whether a carve out would be needed to transfer Elfa IP to Elfa in connection with a sale.

such Equity Interests shall be pledged to the Collateral Agent to the extent required by Section 6.12 hereof;

(c) Borrower may declare and pay cash dividends to Holdings (or any direct or indirect parent thereof) in an amount not to exceed an amount necessary to permit Holdings (or any direct or indirect parent thereof) to pay (i) reasonable and customary corporate and operating expenses relating to maintaining its ownership interest in the Borrower (including reasonable out-of-pocket expenses for legal, administrative and accounting services provided by third parties, and compensation, benefits and other amounts payable to officers and employees in connection with their employment in the ordinary course of business and to board of director observers), (ii) franchise Taxes and similar fees required to maintain its corporate existence, (iii) any income Taxes imposed on Holdings (or its any direct or indirect parent of Holdings thereof) as the common parent of a consolidated, combined or similar Tax group of which the Borrower and/or its Subsidiaries are members, up to an amount not to exceed the amount of any such income Taxes that the Borrower and its Subsidiaries would have been required to pay on a separate company (or a stand-alone Tax group) basis (reduced by any income Taxes paid directly by the Borrower or its Subsidiaries); provided that in determining the hypothetical income Tax liability of the Borrower and/or its Subsidiaries on a separate company (or a stand-alone Tax group) basis for the purpose of clause (iii), any interest expense on any Indebtedness incurred by Holdings (or any direct or indirect parent thereof) shall be treated as the interest expense of the Borrower and (iv) all costs or fees incurred in compliance with or in anticipation of compliance with Securities Laws and state securities Laws;

(d) Borrower may (or make Restricted Payments to allow Holdings (or any direct or indirect parent thereof-~~to~~)) repurchase, redeem or otherwise acquire or retire shares of its capital stock held by officers, directors or employees of Holdings (or any direct or indirect parent thereof) or any Subsidiary (or their estates or trusts) following the death, disability or termination of employment of any Person and, so long as no Default shall have occurred and be continuing (or would result therefrom), the Borrower may pay dividends to Holdings (or any direct or indirect parent thereof) to permit such repurchase, redemption, retirement or acquisition; provided that the aggregate amount of payments to Holdings (or any direct or indirect parent thereof) by the Borrower under this clause (d) will not exceed \$2.5 million in any Fiscal Year of the Borrower (with any unused portion of such scheduled amount available for use in any succeeding Fiscal Year);

(e) so long as no Event of Default shall have occurred and be continuing or would result therefrom, Borrower and each of its Subsidiaries may make other Restricted Payments at any time in an amount not to exceed the sum of (i) the greater of (x) \$25.0 million and (y) ~~33.350~~33.350% of Consolidated EBTIDA in the aggregate during the term of this Agreement (together with any prepayments of Subordinated Indebtedness pursuant to Section 7.12(d)(i)) and (ii) if, after giving effect to such Restricted Payment on a Pro Forma Basis, the Consolidated Leverage Ratio as of the last day of the most recently ended Measurement Period would be no greater than 2.00:1.00, the Available Amount at such time (for the purposes of clarity, the Available Amount under this clause (ii) cannot be used to make Restricted Payments (or payments to Holdings in order for Holdings to make) in order to make cash dividend payments on Holdings' preferred stock);

(f) Investments permitted by Section 7.03;

(g) repurchases of Equity Interests in Holdings (or any direct or indirect parent thereof), the Borrower or any of the Subsidiaries deemed to occur upon exercise of stock options

or warrants or similar rights to the extent such Equity Interests represent a portion of the exercise price of such options or warrants or similar rights;

(h) the Borrower may make Restricted Payments to Holdings ~~(or to any direct or indirect parent of Holdings (thereof))~~ (and Holdings may make Restricted Payments to any direct or indirect parent of Holdings) the proceeds of which shall be used to make payments permitted under Sections 7.08(d), (e) and (h) (but only to the extent such payments have not been and are not expected to be made by the Borrower or a Subsidiary);

(i) the declaration and payment of dividends on the Borrower's common stock following the first public offering of the Borrower's common stock or the common stock of any of its direct or indirect parents after the Closing Date, of up to 6.0% per annum of the net proceeds received by or contributed to the Borrower in or from any such public offering, other than public offerings with respect to the Borrower's common stock registered on Form S-4 or Form S-8; and

~~(j)~~ (j) the payment of any dividend or distribution within 60 days after the date of declaration thereof, if at the date of declaration (i) such payment would have complied with the provisions of clause (i) and (ii) no Event of Default occurred and was continuing.

provided, for purposes of calculating the amount available to make Restricted Payments, any dividend or distribution paid in reliance on clause (j) shall be deemed to be a Restricted Payment on the date of declaration and not on the date of payment.

7.07 Change in Nature of Business. Engage in any material line of business substantially different from those lines of business conducted by the Borrower and the Subsidiaries on the date hereof or any business reasonably related or ancillary thereto.

7.08 Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of the Loan Parties involving aggregate consideration in excess of the greater of (x) \$~~18.753.0~~ million and (y) ~~25.6~~% of Consolidated EBITDA, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to the Loan Parties or such Subsidiary as would be obtainable by the Loan Parties or such Subsidiary at the time in a comparable arm's length transaction with a Person other than an Affiliate; provided that the foregoing restriction shall not apply to:

(a) transactions among (i) the Loan Parties, (ii) any Subsidiaries of Holdings that are not Loan Parties or (iii) the Loan Parties, on the one hand, and any Subsidiary that is not a Loan Party, on the other hand, that are at least as favorable to the Loan Parties as could be obtained in an arm's-length transaction from an unaffiliated party;

(b) (i) any Indebtedness permitted by Section 7.02~~(e)~~; (ii) any Investments permitted by Section 7.03; (iii) any Disposition Permitted by Section 7.05 and (iv) any Restricted Payment permitted by Section 7.06;

(c) so long as no Event of Default has occurred and is continuing or would result therefrom, the payment of (i) [reserved], and (ii) Transaction Expenses;

(d) employment, consulting and severance agreements;

(e) loans and advances permitted by Section 7.03(b);

- (f) payment of directors' fees, expenses and indemnities;
- (g) incurrence of Subordinated Indebtedness by the Loan Parties otherwise permitted hereunder or the issuance of Equity Interests by Holdings, provided that no such Equity Interests may constitute Disqualified Equity Interests;
- (h) transactions with joint ventures permitted hereunder for the purchase or sale of goods and services entered into in the ordinary course of business on terms no less favorable to the Loan Parties or such Subsidiary as would be obtainable by the Loan Parties or such Subsidiary at the time in a comparable arm's length transaction;
- (i) to the extent constituting Affiliates of the Loan Parties, transactions with the Lenders in their respective capacities as such;
- (j) transactions in which the Borrower or any of the Subsidiaries, as the case may be, delivers to the Administrative Agent a letter from an Independent Financial Advisor stating that such transaction is fair to the Borrower or such Subsidiary from a financial point of view; and

~~(k)~~ **(k)** Restricted Payments permitted by Section 7.06.

7.09 Burdensome Agreements. Enter into or permit to exist any Contractual Obligation (other than this Agreement or any other Loan Document) that (a) limits the ability (i) of any Subsidiary of Borrower to make Restricted Payments to any Loan Party or to otherwise transfer property to or invest in any Loan Party, except for any agreement in effect (A) on the date hereof and set forth on Schedule 7.09 and any modification, replacement, renewal, reinvestment or extension of any of the foregoing or (B) at the time any Person becomes a Subsidiary of Borrower, so long as such agreement was not entered into solely in contemplation of such Person becoming a Subsidiary of Borrower, (ii) of any Subsidiary of Borrower to Guarantee the Indebtedness of the Borrower, (iii) of any Subsidiary of Borrower to make or repay loans to a Loan Party or (iv) of the Borrower or any Subsidiary to create, incur, assume or suffer to exist Liens on property of such Person; provided, however, that this clause (iv) shall not prohibit any negative pledge incurred or provided in favor of any holder of Indebtedness permitted under Section 7.02 solely to the extent any such negative pledge relates to the property financed by or the subject of such Indebtedness; or (b) requires the grant of a Lien to secure an obligation of such Person if a Lien is granted to secure another obligation of such Person. The foregoing restrictions shall not be violated by reason of (i) applicable Laws, (ii) this Agreement and the other Loan Documents, (iii) (A) the ABL Loan Documents so long as the restrictions of the kind referred to in the previous sentence contained therein, taken as a whole, are not materially more restrictive than those contained in the ABL Loan Documents, (B) the Swedish Credit Facility, or (C) documents governing Permitted Holdco Debt so long as the restrictions of the kind referred to in the previous sentence contained therein, taken as a whole, are no more restrictive than those contained herein, (iv) customary non-assignment provisions of any contract, lease or license of the Borrower or any Subsidiary of the Borrower, (v) customary restrictions on a Subsidiary imposed pursuant to an agreement entered into for the sale or disposition of all or substantially all the Equity Interests or assets of a Subsidiary pending the closing of such sale or disposition, (vi) customary provisions in joint venture agreements and other similar agreements applicable to joint ventures entered into in the ordinary course of business, (vii) documents that represent Indebtedness of a Subsidiary that is not a Loan Party that is permitted by Section 7.03 to the extent such restriction applies only to such Subsidiary, (viii) documents that comprise restrictions imposed by any agreement governing Indebtedness entered into after the Closing Date and permitted under Section 7.03 that are, taken as a whole, in the good faith judgment of the Borrower, no more restrictive with respect to the Borrower or any Subsidiary than customary market terms for

Indebtedness of such type (and, in any event, are no more restrictive than the restrictions contained in this Agreement), so long as the Borrower shall have determined in good faith that such restrictions will not affect its obligation or ability to make any payments or grant any Liens required hereunder or (ix) any restrictions under any agreement that amends, refinances or replaces any agreement containing restrictions permitted under the preceding clauses provided that the terms and conditions are no less favorable taken as a whole to the Subsidiary.

7.10 Amendments of Material Indebtedness. Amend, modify or waive any of the Loan Party's rights under any Material Indebtedness (other than on account of any refinancing thereof otherwise permitted hereunder), in each case, to the extent that such amendment, modification or waiver would reasonably be likely to have a Material Adverse Effect.

7.11 Accounting Changes. Make any change in their Fiscal Year; provided, however, that Holdings and the Borrower may, upon written notice to the Administrative Agent, change its fiscal year to any other fiscal year reasonably acceptable to the Administrative Agent, in which case, Holdings, the Borrower and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary to reflect such change in Fiscal Year.

7.12 Prepayments, Etc. of Indebtedness. Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner any Subordinated Indebtedness, or make any payment in violation of any subordination terms of any Subordinated Indebtedness, except (a) regularly scheduled or mandatory repayments or redemptions of Subordinated Indebtedness, (b) voluntary prepayments of Subordinated Indebtedness as long as no Default or Event of Default then exists or would arise as a result of entering into such transaction or the making such payment, (c) refinancings and refundings of such Indebtedness in compliance with Section 7.02(b) or Section 7.02(e), as applicable and (d) payments of Subordinated Indebtedness up to the sum of (i) the greater of (x) \$25.0 million and (y) 33.3% of Consolidated EBTIDA in the aggregate during the term of this Agreement (together with any Restricted Payments made pursuant to Section 7.06(e)(i)) and (ii) an unlimited amount if, after giving effect to such Restricted Payment on a Pro Forma Basis, the Consolidated Leverage Ratio as of the last day of the most recently ended Measurement Period would be no greater than 2.00:1.00, the Available Amount at such time.

7.13 Holding Company. In the case of Holdings, engage in any business or activity other than (a) the ownership of all outstanding Equity Interests in the Borrower, (b) maintaining its corporate existence, (c) participating in Tax, accounting and other administrative activities as the parent of the Consolidated group of companies, including the Loan Parties, (d) the execution and delivery of the Loan Documents, the ABL Loan Documents, agreements governing other Indebtedness of the Borrower and its Subsidiaries not otherwise prohibited hereunder and agreements governing Permitted Holdco Debt, in each case, to which it is a party and the performance of its obligations thereunder, (e) any public offering of its common stock or any other issuance of its Equity Interests or any transaction permitted under Section 7.04, (f) holding any cash or property received in connection with Restricted Payments made by the Borrower in accordance with Section 7.06 pending application thereof by Holdings, (g) providing indemnification to officers and directors, (h) any activities in connection with the Transactions and (h) activities incidental to the businesses or activities described in clauses (a) through (g) of this Section.

7.14 Sale and Leaseback Transactions. Enter into any arrangement, directly or indirectly, with any person whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred, provided that Borrower and its Subsidiaries may become and remain liable as lessee,

guarantor or other surety with respect to any such lease if and to the extent that the Borrower or any of its Subsidiaries would be permitted to enter into, and remain liable under, such lease to the extent that the transaction would be permitted under Section 7.02, assuming the sale and lease back transaction constituted Indebtedness in a principal amount equal to the gross proceeds of the sale and the related sale were permitted under Section 7.05(h).

7.15 Minimum Liquidity. The Loan Parties will not permit Liquidity of the Loan Parties and their Subsidiaries to be less than \$10 million as of the last Business Day of any calendar month.

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrower or any other Loan Party fails to (i) pay when and as required to be paid herein, any amount of principal of any Loan, or (ii) pay within three Business Days after the same becomes due, any interest on any Loan, or any fee due hereunder, or (iii) pay within five days after the same becomes due, any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants. Any Loan Party or any of its Subsidiaries fails to perform or observe any term, covenant or agreement applicable to it contained in any of Section 6.03(a), 6.05(a) (solely as it relates to the Borrower), 6.11 or Article VII; or

(c) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in Section 8.01(a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for 30 days following receipt of notice from the Administrative Agent or the Required Lenders; or

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrower or any other Loan Party herein, in any other Loan Document, or in any document delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made; or

(e) Cross-Default. (i) Any Loan Party or any Subsidiary thereof (A) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness or Guarantee (other than Indebtedness hereunder and Indebtedness under Swap Contracts) having an aggregate principal amount (including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than \$15.0 million, or (B) fails to observe or perform any other agreement or condition relating to any such Indebtedness or Guarantee or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such Guarantee to become payable or cash collateral in respect thereof to be demanded; provided that this paragraph (e)(B) shall not apply to (1) secured Indebtedness that becomes due as a result of the voluntary sale or transfer of

the property or assets securing such Indebtedness if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness; or (2) the occurrence of an event of default under the ABL Facility (other than a payment event of default) shall not constitute an Event of Default under this paragraph (e)(B) until the earliest of (x) 30 days after the date of such event of default (during which period such event of default is not waived or cured), (y) the acceleration of the obligations under the ABL Facility or (z) the exercise of secured creditor remedies by the ABL Agent and/or lenders under the ABL Facility as a result of such event of default; or (ii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which a Loan Party or any Subsidiary thereof is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which a Loan Party or any Subsidiary thereof is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by such Loan Party or such Subsidiary as a result thereof is greater than \$15.0 million; or

(f) Insolvency Proceedings, Etc. Any Loan Party or any Material Subsidiary institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for 60 calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding; or

(g) Inability to Pay Debts; Attachment. (i) Any Loan Party or any Material Subsidiary becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within 30 days after its issue or levy; or

(h) Judgments. There is entered against any Loan Party or any Material Subsidiary and remains unpaid one or more final judgments or orders for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding \$20.0 million (to the extent not covered by independent third-party insurance as to which the insurer is rated at least "A" by A.M. Best Company, has been notified of the potential claim and does not dispute coverage) and (i) enforcement proceedings are commenced by any creditor upon such judgment or order, or (ii) there is a period of 30 consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(i) ERISA. An ERISA Event occurs or any substantially similar event occurs with respect to a Foreign Plan (that would have been an ERISA Event had the Foreign Plan been subject to ERISA and that gives rise to liability under analogous foreign law) which, together with all other ERISA Events (or such substantially similar events with respect to Foreign Plans) that have occurred, has resulted or could reasonably be expected to result in a Material Adverse Effect; or

(j) Invalidity of Loan Documents. Any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be in full force and

effect against Holdings, the Borrower or any Material Subsidiary; or any Loan Party contests in any manner the validity or enforceability of any provision of any Loan Document; or any Loan Party denies that it has any or further liability or obligation under any provision of any Loan Document, or purports to revoke, terminate or rescind any provision of any Loan Document; or seeks to avoid, limit or otherwise adversely affect any Lien purported to be created under any Collateral Document; or

(k) Change of Control. There occurs any Change of Control; or

(l) Collateral Documents. Any Collateral Document after delivery thereof pursuant to Article IV, Section 6.12, or Section 6.18 shall for any reason (other than pursuant to the terms thereof) cease (or shall be asserted by any Loan Party or, in the reasonable discretion of the Administrative Agent, any other Person not) to create a valid and perfected First Priority Lien or Second Priority Lien, as applicable (subject to Liens permitted by Section 7.01), on the Collateral purported to be covered thereby with an aggregate fair market value for such Collateral of \$15.0 million or more, for any reason other than the failure of Collateral Agent to maintain control over any Collateral in its possession.

8.02 Remedies upon Event of Default. If any Event of Default occurs and is continuing, the Administrative Agent may (and at the request of, or with the consent of, the Required Lenders, shall) take any or all of the following actions:

(a) declare the commitment of each Lender to make Loans to be terminated, whereupon such commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Loan Parties; and

(c) whether or not the maturity of the Obligations shall have been accelerated pursuant hereto, proceed to protect, enforce and exercise all rights and remedies under this Agreement, any of the other Loan Documents or applicable Law, including, but not limited to, by suit in equity, action at law or other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Agreement and the other Loan Documents or any instrument pursuant to which the Obligations are evidenced, and, if such amount shall have become due, by declaration or otherwise, proceed to enforce the payment thereof or any other legal or equitable right of the Secured Parties;

provided, however, that upon the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States, the obligation of each Lender to make Loans shall automatically terminate, and the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, in each case without further act of the Administrative Agent or any Lender.

8.03 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable as set forth in the proviso to Section 8.02), or after the commencement of any Liquidation, subject to the terms of the Intercreditor Agreement, any amounts received on account of the Obligations shall be applied (by the Administrative Agent as hereby instructed so to apply) in the following order:

First, to payment in full of that portion of the Obligations constituting fees, indemnities, Secured Party Expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and the Collateral Agent and amounts payable under Article III) payable to the Administrative Agent and the Collateral Agent, each in its capacity as such;

Second, to the payment in full of the First-Out Term Loans (including both the principal, premium (including any Applicable Premium) and interest owed thereon) (the amounts so applied to be distributed among such Secured Parties *pro rata* in accordance with the amounts of the First-Out Term Loans owed to them on the date of any such distribution) in accordance with this Agreement;

Third, to the payment in full of the Second-Out Term Loans (including both the principal, premium (including any Applicable Premium) and interest owed thereon) (the amounts so applied to be distributed among such Secured Parties *pro rata* in accordance with the amounts of the Second-Out Term Loans owed to them on the date of any such distribution) in accordance with this Agreement;

Fourth, to the payment in full of the amounts arising under Cash Management Services and Bank Products subject to confirmation by the Administrative Agent that any calculations of termination or other payment obligations are being made in accordance with normal industry practice;

Last, the balance, if any, after all of the Obligations have been paid in full, to the applicable Loan Parties or as otherwise required by Law.

Notwithstanding the foregoing, (a) amounts received from the Borrower or any Guarantor that is not a Qualified ECP Guarantor shall not be applied to the Obligations that are Excluded Swap Obligations (it being understood, that in the event that any amount is applied to Obligations other than Excluded Swap Obligations as a result of this clause (a), the Administrative Agent shall, to the extent permitted by law, make such adjustments as it determines are appropriate to distributions pursuant to clause Fourth above from amounts received from Qualified ECP Guarantors to ensure, as nearly as possible, that the proportional aggregate recoveries with respect to Obligations described in clause Fourth above by the holders of any Excluded Swap Obligations are the same as the proportional aggregate recoveries with respect to other Obligations pursuant to clause Fourth above) and (b) Obligations arising under Cash Management Services and Bank Products shall be excluded from the application described above if the Administrative Agent has not received written notice thereof, together with such supporting documentation as the Administrative Agent may request, from the applicable provider of Cash Management Services or Bank Products, as the case may be. Each provider of Cash Management Services or Bank Products not a party to this Agreement that has given the notice contemplated by the preceding sentence shall, by such notice, be deemed to have acknowledged and accepted the appointment of the Administrative Agent pursuant to the terms of Article IX hereof for itself and its Affiliates as if a “Lender” party hereto.¹³

¹³ NTD: Intercreditor provisions providing typical intercreditor rights (e.g., DIP, enforcement of remedies, etc.) for the benefit of the First-Out Term Loans to come.

**ARTICLE IX
ADMINISTRATIVE AGENT**

9.01 Appointment and Authority.

(a) Each of the Lenders hereby irrevocably appoints [•] to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article IX are solely for the benefit of the Administrative Agent and the Lenders, and neither the Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions.

(b) The Administrative Agent shall also act as the Collateral Agent under the Loan Documents, and each of the Lenders (in its capacities as a Lender) hereby irrevocably appoints and authorizes the Administrative Agent to act as the agent of such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Collateral Agent and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Agent pursuant to Section 9.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Agents, shall be entitled to the benefits of all provisions of this Article IX and Article XI (including Section 11.04(c), as though such co-agents, sub-agents and attorneys-in-fact were the Collateral Agent under the Loan Documents) as if set forth in full herein with respect thereto.

9.02 Rights as a Lender. The Person serving as the Administrative Agent and Collateral Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent or the Collateral Agent and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent and Collateral Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent or the Collateral Agent hereunder and without any duty to account therefor to the Lenders.

9.03 Exculpatory Provisions. The Agents shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Agents:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent or Collateral Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent and the Collateral Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent or the

Collateral Agent to liability or that is contrary to any Loan Document or applicable Law provided further that the Administrative Agent may seek clarification or directions from the Required Lenders prior to the exercise of any such instructed action and may refrain from acting until such clarification or directions have been provided; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or the Collateral Agent or any of its Affiliates in any capacity.

The Agents shall not be liable for any action taken or not taken by them (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Agents shall believe in good faith shall be necessary, under the circumstances as provided in Sections 11.01 and 8.02) or (ii) in the absence of their own gross negligence or willful misconduct. The Agents shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent by the Borrower or a Lender.

The Agents shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Collateral Documents, (v) the value or the sufficiency of any Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Agents.

9.04 Reliance by Agents. The Agents shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by them to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Agents also may rely upon any statement made to them orally or by telephone and believed by them to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Agents may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by them, and shall not be liable for any action taken or not taken by them in accordance with the advice of any such counsel, accountants or experts. The Agents shall be fully justified in failing or refusing to take any action under any Loan Documents unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate. The Agents shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or consent of the Required Lenders (or such greater number of Lenders as may be expressly required hereby in any instance) and such request and any action take or failure to act pursuant thereto shall be binding upon all the Lenders.

9.05 Delegation of Duties. The Agents may perform in any and all of their duties and exercise their rights and powers hereunder or under any other Loan Document by or through any one or

more sub-agents appointed by the Administrative Agent or the Collateral Agent, as applicable. The Agents and any such sub-agent may perform any and all of their duties and exercise their rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article IX shall apply to any such sub-agent and to the Related Parties of the Agents and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facility provided for herein as well as activities as Administrative Agent or Collateral Agent. The Agents shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that the Agents acted with gross negligence or willful misconduct in the selection of such sub-agents.

9.06 Resignation of Agents. The Agents may at any time give notice of its resignation to the Lenders and the Borrower, including the effective date of such resignation which may be not less than 30 days from the date of such notice. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, with the consent of the Borrower at all times other than during the existence of an Event of Default (which consent shall not be unreasonably withheld or delayed), to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agents give notice of their resignation, then the retiring Agents may on behalf of the Lenders, appoint a successor Administrative Agent and Collateral Agent meeting the qualifications set forth above; provided that if the Agents shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (a) the retiring Agents shall be discharged from their duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Collateral Agent on behalf of the Lenders under any of the Loan Documents, the retiring Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed) and (b) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section 9.06. Upon the acceptance of a successor's appointment as Administrative Agent and Collateral Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent and Collateral Agent, and the retiring Administrative Agent and Collateral Agent shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section 9.06). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's or Collateral Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article IX and Section 11.04 shall continue in effect for the benefit of such retiring Administrative Agent and Collateral Agent, their respective sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent and Collateral Agent was acting as Administrative Agent and Collateral Agent.

9.07 Non-Reliance on Agents and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon the Agents, or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Agents or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder. The Agents shall not have any duty or responsibility to provide any Lender with any other credit or other

information concerning the affairs, financial condition or business of any Loan Party that may come into the possession of the Agents.

9.08 [Reserved].Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Sections 2.07 and 11.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.07 and 11.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

9.10 Collateral and Guaranty Matters. The Lenders irrevocably authorize the Agents, at their option and in their discretion,

(a) to release any Lien on any property granted to or held by the Collateral Agent under any Loan Document (i) upon termination of the Commitments payment in full of all Obligations (other than (A) contingent indemnification obligations for which no claim has then been asserted, (B) obligations and liabilities under Cash Management Services and (C) obligations and liabilities under Bank Products), (ii) that is sold or to be sold as part of or in connection with any sale permitted hereunder or under any other Loan Document to a Person that is not a Loan Party, or (iii) if approved, authorized or ratified in writing in accordance with Section 11.01;

(b) to release any Guarantor from its obligations hereunder if such Person ceases to be a Subsidiary as a result of a transaction permitted hereunder; and

(c) to subordinate any Lien on any property granted to or held by the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 7.01(i).

Upon request by the Agents at any time, the Required Lenders will confirm in writing the Agents' authority to release or subordinate their interest in particular types or items of property, or to release any Guarantor from its obligations hereunder pursuant to this Section 9.10. In each case as specified in this Section 9.10, the Administrative Agent or the Collateral Agent, as applicable, will, at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Collateral Documents or to subordinate its interest in such item, or to release such Guarantor from its obligations hereunder, in each case in accordance with the terms of the Loan Documents and this Section 9.10.

9.11 Notice of Transfer. The Agents may deem and treat a Lender party to this Agreement as the owner of such Lender's portion of the Obligations for all purposes, unless and until, and except to the extent, an Assignment and Assumption shall have become effective as set forth in Section 11.06.

9.12 Agency for Perfection. Each Lender hereby appoints each other Lender as agent for the purpose of perfecting Liens for the benefit of the Agents and the Lenders, in assets which, in accordance with Article 9 of the UCC or any other applicable Law can be perfected only by possession. Should any Lender (other than the Agents) obtain possession of any such Collateral, such Lender shall notify the Agents thereof, and, promptly upon the Collateral Agent's request therefor shall deliver such Collateral to the Collateral Agent or otherwise deal with such Collateral in accordance with the Collateral Agent's instructions.

9.13 Indemnification of Agents. The Lenders agree to indemnify the Agents (to the extent not reimbursed by the Loan Parties and without limiting the obligations of Loan Parties hereunder), ratably according to their respective principal amount of Loans held (or, if the Loans have been repaid, according to their respective principal amount of Loans held immediately prior to such repayment), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against any Agent in any way relating to or arising out of this Agreement or any other Loan Document or any action taken or omitted to be taken by any Agent in connection therewith; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from such Agent's gross negligence or willful misconduct as determined by a final and nonappealable judgment of a court of competent jurisdiction. Provided further that no action taken in accordance with the directions of the Required Lenders (or such greater number of Lenders as may be expressly required hereby in any instance) shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section 9.13

9.14 Withholding Tax. To the extent required by any applicable law, the Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. If the Internal Revenue Service or any other authority of the United States or other jurisdiction asserts a claim that the Agent did not properly withhold Tax from amounts paid to or for the account of any Lender for any reason (including, without limitation, because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Agent of a change in circumstance that rendered the exemption from, or reduction of withholding Tax ineffective), such Lender shall indemnify and hold harmless the Agent (to the extent that the Agent has not already been reimbursed by the

Borrower and without limiting the obligation of the Borrower to do so) for all amounts paid, directly or indirectly, by the Agent as Tax or otherwise, including any interest, additions to Tax or penalties thereto, together with all expenses incurred, including legal expenses and any other out-of-pocket expenses, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error.

9.15 Relation Among Lenders. The Lenders are not partners or co-venturers, and no Lender shall be liable for the acts or omissions of, or (except as otherwise set forth herein in case of the Agents) authorized to act for, any other Lender.

9.16 Certain ERISA Matters. (a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of the Plan Asset Regulations or otherwise) of one or more Benefit Plans in connection with the Loans or the Commitments,

(ii) the prohibited transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable so as to exempt from the prohibitions of ERISA Section 406 and Code Section 4975 such Lender’s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, and the conditions for exemptive relief thereunder are and will continue to be satisfied in connection therewith,

(iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender

party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that none of the Administrative Agent or any of its Affiliates is a fiduciary with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto).

ARTICLE X CONTINUING GUARANTY

10.01 **Guaranty.** Each Guarantor hereby absolutely and unconditionally guarantees, as a guaranty of payment and performance and not merely as a guaranty of collection, prompt payment when due, whether at stated maturity, by required prepayment, upon acceleration, demand or otherwise, and at all times thereafter, of any and all of the Obligations, whether for principal, interest, premiums, fees, indemnities, damages, costs, expenses or otherwise, of the Borrower to the Secured Parties, arising hereunder and under the other Loan Documents (including all renewals, extensions, amendments, refinancings and other modifications thereof and all costs, attorneys' fees and expenses incurred by the Secured Parties in connection with the collection or enforcement thereof). The Administrative Agent's books and records showing the amount of the Obligations shall be admissible in evidence in any action or proceeding, and shall be binding upon each Guarantor, and conclusive for the purpose of establishing the amount of the Obligations. This Guaranty shall not be affected by the genuineness, validity, regularity or enforceability of the Obligations or any instrument or agreement evidencing any Obligations, or by the existence, validity, enforceability, perfection, non-perfection or extent of any collateral therefor, or by any fact or circumstance relating to the Obligations which might otherwise constitute a defense to the obligations of any Guarantor under this Guaranty, and each Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to any or all of the foregoing.

Each Qualified ECP Guarantor (including the Borrower) hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of each such Loan Party's obligations (a) in respect of Swap Contracts to which it is a party and (b) under this Guaranty in respect of Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 10.01 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 10.01, or otherwise under this Guaranty, as it relates to such other Loan Party, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section shall remain in full force and effect until the termination of this Guaranty in accordance with Section 10.06 hereof. Each Qualified ECP Guarantor intends that this Section 10.01 constitute, and this Section 10.01 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

10.02 **Rights of Lenders.** Each Guarantor consents and agrees that the Secured Parties may, at any time and from time to time, without notice or demand, and without affecting the enforceability or continuing effectiveness hereof: (a) amend, extend, renew, compromise, discharge, accelerate or otherwise change the time for payment or the terms of the Obligations or any part thereof; (b) take, hold, exchange, enforce, waive, release, fail to perfect, sell, or otherwise dispose of any security for the payment of this Guaranty or any Obligations; (c) apply such security and direct the order or manner of sale thereof as the Administrative Agent and the Lenders in their sole discretion may determine; and (d) release or substitute one or more of any endorsers or other guarantors of any of the

Obligations. Without limiting the generality of the foregoing, each Guarantor consents to the taking of, or failure to take, any action which might in any manner or to any extent vary the risks of such Guarantor under this Guaranty or which, but for this provision, might operate as a discharge of such Guarantor.

10.03 Certain Waivers. Each Guarantor waives (a) any defense arising by reason of any disability or other defense of the Borrower or any other Guarantor, or the cessation from any cause whatsoever (including any act or omission of any Secured Party) of the liability of the Borrower; (b) any defense based on any claim that such Guarantor's obligations exceed or are more burdensome than those of the Borrower; (c) the benefit of any statute of limitations affecting such Guarantor's liability hereunder; (d) any right to proceed against the Borrower, proceed against or exhaust any security for the Obligations, or pursue any other remedy in the power of any Secured Party whatsoever; (e) any benefit of and any right to participate in any security now or hereafter held by any Secured Party; and (f) to the fullest extent permitted by law, any and all other defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties. Each Guarantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Obligations, and all notices of acceptance of this Guaranty or of the existence, creation or incurrence of new or additional Obligations. As provided below, this Guaranty shall be governed by, and construed in accordance with, the laws of the State of New York.

10.04 Obligations Independent. The obligations of each Guarantor hereunder re those of primary obligor, and not merely as surety, and are independent of the Obligations and the obligations of any other guarantor, and a separate action may be brought against each Guarantor to enforce this Guaranty whether or not the Borrower or any other person or entity is joined as a party.

10.05 Subrogation. No Guarantor shall exercise any right of subrogation, contribution, indemnity, reimbursement or similar rights with respect to any payments it makes under this Guaranty until all of the Obligations (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement) and any amounts payable under this Guaranty have been paid and performed in full and the Commitments and the facility are terminated. If any amounts are paid to any Guarantor in violation of the foregoing limitation, then such amounts shall be held in trust for the benefit of the Secured Parties and shall forthwith be paid to the Secured Parties to reduce the amount of the Obligations, whether matured or unmatured.

10.06 Termination; Reinstatement. This Guaranty is a continuing and irrevocable guaranty of all Obligations now or hereafter existing and shall remain in full force and effect until all Obligations and any other amounts payable under this Guaranty are paid in full in cash (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement) and the Commitments and the facility with respect to the Obligations are terminated. Notwithstanding the foregoing, this Guaranty shall continue in full force and effect or be revived, as the case may be, if any payment by or on behalf of the Borrower or any Guarantor is made, or any of the Secured Parties exercises its right of setoff, in respect of the Obligations and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by any of the Secured Parties in their discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Laws or otherwise, all as if such payment had not been made or such setoff had not occurred and whether or not the Secured Parties are in possession of or have released this Guaranty and regardless of any prior revocation, rescission, termination or reduction. The obligations of each Guarantor under this paragraph shall survive termination of this Guaranty.

10.07 Subordination. Each Guarantor hereby subordinates the payment of all obligations and indebtedness of the Borrower owing to such Guarantor, whether now existing or hereafter arising, including but not limited to any obligation of the Borrower to any Guarantor as subrogee of the Secured Parties or resulting from such Guarantor's performance under this Guaranty, to the indefeasible payment in full in cash of all Obligations (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement). If the Secured Parties so request, any such obligation or indebtedness of the Borrower to any Guarantor shall be enforced and performance received by such Guarantor as trustee for the Secured Parties and the proceeds thereof shall be paid over to the Secured Parties on account of the Obligations, but without reducing or affecting in any manner the liability of such Guarantor under this Guaranty.

10.08 Stay of Acceleration. If acceleration of the time for payment of any of the Obligations is stayed, in connection with any case commenced by or against any Guarantor or the Borrower under any Debtor Relief Laws, or otherwise, all such amounts shall nonetheless be payable by such Guarantor immediately upon demand by the Secured Parties.

10.09 Condition of Borrower. Each Guarantor acknowledges and agrees that it has the sole responsibility for, and has adequate means of, obtaining from the Borrower and any other guarantor such information concerning the financial condition, business and operations of the Borrower and any such other Guarantor as such Guarantor requires, and that none of the Secured Parties has any duty, and such Guarantor is not relying on the Secured Parties at any time to disclose to such Guarantor any information relating to the business, operations or financial condition of the Borrower or any other Guarantor (such Guarantor waiving any duty on the part of the Secured Parties to disclose such information and any defense relating to the failure to provide the same).

ARTICLE XI MISCELLANEOUS

11.01 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders and the Borrower or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall:

(a) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02) without the written consent of such Lender (it being understood that the waiver of any mandatory prepayment shall not constitute an extension or increase of any Commitment of any Lender);

(b) postpone any date fixed by this Agreement, any other Loan Document for any payment of principal, interest, fees or other amounts due to the Lenders (or any of them) hereunder or under any of the other Loan Documents without the written consent of each Lender entitled to such payment (it being understood that the waiver of or amendment to the terms of any mandatory prepayment of the Loans shall not constitute a postponement of any date scheduled for the payment of principal or interest); provided, however, that only the consent of the Required Lenders shall be necessary for a Second-Out PIK Election in accordance with Section 2.06(c);

(c) reduce the principal of, or the rate of interest specified herein on, any Loan, or any fees or other amounts payable hereunder or under any other Loan Document, without the

written consent of each Lender entitled to such amount; provided, however, that only the consent of the Required Lenders shall be necessary to amend the definition of “Default Rate” or to waive any obligation of the Borrower to pay interest at the Default Rate;

(d) change Section 8.03 in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender;

(e) change any provision of this Section 11.01 or the definition of “Required Lenders” or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender;

(f) except as expressly permitted hereunder, release all or substantially all of the Guarantors from their obligations under the Loan Documents without the written consent of each Lender;

(g) except for releases of Collateral in accordance with the provisions of Section 9.10 hereof (in which case, such release may be made by the Administrative Agent acting alone), release all or substantially all of the Collateral from the Liens of the Collateral Documents in any transaction or series of related transactions, without the written consent of each Lender;

(h) subordinate (x) the Liens securing any of the Obligations on all or substantially all of the Collateral (“Existing Liens”) to the Liens securing any other Indebtedness or other obligations or (y) any Obligations in contractual right of payment to any other Indebtedness or other obligations, **including by way of any amendment to Section 8.03** (any such other Indebtedness or other obligations, to which such Liens securing any of the Obligations or such Obligations, as applicable, are subordinated, “Senior Indebtedness”), in either the case of subclause (x) or (y), unless each adversely affected Lender holding First-Out Term Loans has been offered a bona fide opportunity to fund or otherwise provide its pro rata share (based on the amount of First-Out Term Loans that are adversely affected thereby held by each such Lender) of the Senior Indebtedness on the same terms (other than bona fide backstop fees and reimbursement of counsel fees and other expenses in connection with the negotiation of the terms of such transaction; such fees and expenses, “Ancillary Fees”) as offered to all other providers (or their Affiliates) of the Senior Indebtedness and to the extent such adversely affected Lender decides to participate in the Senior Indebtedness, receive its pro rata share of the fees and any other similar benefit (other than Ancillary Fees) of the Senior Indebtedness afforded to the providers of the Senior Indebtedness (or any of their Affiliates) in connection with providing the Senior Indebtedness pursuant to a written offer made to each such adversely affected Lender describing the material terms of the arrangements pursuant to which the Senior Indebtedness is to be provided, which offer shall remain open to each adversely affected Lender for a period of not less than five Business Days; provided, however, that (1) an amendment to permit an increase in the maximum permitted amount of Obligations under the ABL Facility shall not be restricted by this clause (h) above and (2) any subordination expressly permitted by the Intercreditor Agreement shall not be restricted by this clause (h); or

(i) amend, modify or waive any provision of this Agreement that would permit Parent or any Subsidiary or Affiliate thereof to acquire, prepay or otherwise retire (x) any First-Out Term Loans on a non-pro rata basis with respect to all other First-Out Term Loans, unless offered to all Lenders holding First-Out Term Loans on the same terms or (y) any Second-Out Term Loans on a non-pro rata basis with respect to all other Second-Out Term

Loans, unless offered to all Lenders holding Second-Out Term Loans on the same terms, in each case, without the written consent of each Lender⁵; or

(j) amend, modify or waive the last paragraph of Section 7.02 or the last paragraph of Section 7.05, without the written consent of Lenders [holding 95]% in aggregate principal amount of the Term Loans⁵;

and provided further, that no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent or the Collateral Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent or the Collateral Agent, as applicable, under this Agreement or any other Loan Document. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except an amendment under clause (a), (b) or (c) above that directly affects the rights and obligations of such Lender.

This Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and Loan Parties (i) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Loans and the accrued interest and fees in respect thereof and (ii) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders.

If any Lender does not consent to a proposed amendment, waiver, consent or release with respect to any Loan Document that requires the consent of each Lender, and that has been approved by the Required Lenders, the Borrower may replace such non-consenting Lender in accordance with Section 11.13; provided that such amendment, waiver, consent or release can be effected as a result of the assignment contemplated by such Section (together with all other such assignments required by the Borrower to be made pursuant to this paragraph).

Notwithstanding anything to the contrary herein contained, no provider of any Bank Product or Cash Management Service in its capacity as such (a) shall have any right to consent to any amendment, modification, termination or waiver of this Agreement or any other Loan Document (including any amendment and/or restatement of this Agreement and the other Loan Documents refinancing, replacing or restructuring the Loans and the Obligations including any increase thereof) or to contest any such amendment, modification, termination or waiver, (b) shall be deemed a Lender for any purposes of the Loan Documents, or (c) shall have any right to (i) enforce any security interest, right or remedy under any of the Loan Documents or (ii) instruct the Agents with respect to any action or inaction by the Agents with respect to the exercise of any rights or remedies under the Loan Documents or at law or equity, or consent to or contest any such action or inaction. Except for the payment of amounts on account of Bank Products and Cash Management Services (but only to the extent the Agents shall have received sufficient funds therefor), the Agents shall have no duties or obligations to any provider of any Bank Product or Cash Management Services in its capacity as such. The provisions of this paragraph shall survive the assignment by any Lender of its Loans and Commitments.

Notwithstanding anything to the contrary contained in this Section 11.01, if the Administrative Agent and the Borrower shall have jointly identified an obvious error (including, but not limited to, an incorrect cross-reference) or any error or omission of a technical or immaterial nature, in each case, in any provision of any Loan Document, then the Administrative Agent and/or the Collateral Agent (acting in their sole discretion) and the Borrower or any other relevant Loan Party shall be

permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party to any Loan Document.

11.02 Notices; Effectiveness; Electronic Communications.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to Holdings, the Borrower, any Loan Party, the Administrative Agent or the Collateral Agent to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 11.02; and

(ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in subsection (b) below shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED

OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the “Agent Parties”) have any liability to Holdings or any of its Subsidiaries, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower’s or the Administrative Agent’s transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to Holdings or any of its Subsidiaries, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of Holdings, the Borrower, any other Loan Party, and the Administrative Agent may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the Borrower and the Administrative Agent. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the “Private Side Information” or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender’s compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the “Public Side Information” portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities laws.

(e) Reliance by Administrative Agent, the Collateral Agent and Lenders. The Administrative Agent, the Collateral Agent and the Lenders shall be entitled to rely and act upon any notices (including telephonic Committed Loan Notices and Conversion/Continuation Notices) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent, the Collateral Agent, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

11.03 No Waiver; Cumulative Remedies. No failure by any Lender, the Administrative Agent or the Collateral Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

11.04 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Loan Parties shall pay all Secured Party Expenses within ten (10) Business Days after receipt of an invoice therefor.

(b) Indemnification by the Loan Parties. The Loan Parties shall indemnify the Administrative Agent (and any sub-agent thereof), the Collateral Agent, each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an “Indemnitee”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the reasonable and documented in reasonable detail fees, charges and disbursements of one counsel to all Indemnitees taken as a whole and, if reasonably necessary, a single local counsel for all Indemnitees taken as a whole in each relevant jurisdiction material to the interests of the Lenders, in each case, selected by the Administrative Agent and solely in the case of an actual conflict of interest between Indemnitees where the Indemnitees affected by such conflict inform the Borrower of such conflict, one additional counsel in each relevant jurisdiction material to the interest of the Lenders to each group of affected Indemnitees taken as a whole) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any other Loan Party arising out of, in connection with, or as a result of (i) the preparation, execution, delivery or administration of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby or any amendment or waiver with respect hereto or thereto, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents, (ii) any Loan or letter of credit or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or Release or threat of Release of Hazardous Materials, at, under, on or from any property or facility currently or formerly owned, leased or operated by Holdings or any of its Subsidiaries, or any Environmental Liability related in any way to Holdings or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee (y) result from a claim brought by the Borrower or any other Loan Party against an Indemnitee for breach in bad faith of such Indemnitee’s obligations hereunder or under any other Loan Document, if the Borrower or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction, or (z) result from the presence, Release or threat of Release of Hazardous Materials or violations of Environmental Laws first occurring or first existing after completion of the foreclosure upon the Collateral, granting of a deed-in-lieu of foreclosure with respect to the Collateral or similar transfer of title or possession of the Collateral, unless such presence, release or violation is actually caused by any Loan Party or any Subsidiary thereof. This Section 11.04(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims or damages arising from any non-Tax claim.

(c) Reimbursement by Lenders. To the extent that the Borrower for any reason fails to pay any amount required under subsection (a) or (b) of this Section 11.04 to be paid by it to the Agents (or any sub-agent thereof), or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), the Collateral Agent, or such Related Party, as the case may be, such Lender’s share (based on the amount of Loans held by each Lender at the time that the applicable unreimbursed expense or indemnity payment is sought or if the Loans have been repaid in full, based on the amount of Loans held by such Lender immediately prior to such repayment) of such

unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) or the Collateral Agent, in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or the Collateral Agent in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.10(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, the Loan Parties shall not assert, and hereby waive, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof. No Indemnitee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Payments. All amounts due under this Section 11.04 shall be payable not later than ten Business Days after receipt of an invoice or demand therefor.

(f) Survival. The agreements in this Section 11.04 shall survive the resignation of the Agents, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

11.05 Payments Set Aside. To the extent that any payment by or on behalf of any of the Loan Parties is made to the Administrative Agent or any Lender, or the Administrative Agent or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Effective Rate from time to time in effect. The obligations of the Lenders under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

11.06 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of Section 11.06(b), (ii) by way of participation in accordance with the provisions of Section 11.06(d), or (iii) by way of pledge or

assignment of a security interest subject to the restrictions of Section 11.06(f) (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section 11.06 and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment(s) and the Loans at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section 11.06, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than \$500,000, unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met;

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by subsection (b)(i)(B) of this Section 11.06 and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; provided that the Borrower shall be deemed to have consented to any assignment if it does not respond to a written request for consent within 5 Business Days; and

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of (i) any

Commitment if such assignment is to a Person that is not a Lender with a Commitment, an Affiliate of Lender or an Approved Fund with respect to such Lender or (ii) any Loan to a Person that is not a Lender, an Affiliate of a Lender or an Approved Fund;

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of \$3,500; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire and any Tax forms required by Section 3.01(e) or (f);

(v) No Assignments to Certain Persons. No such assignment shall be made to Holdings, the Borrower or any of its Subsidiaries; and

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural person.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section 11.06, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 3.01, 3.04, 3.05 and 11.04 with respect to facts and circumstances occurring prior to the effective date of such assignment). Upon request, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 11.06(d).

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal and interest amounts of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary.

The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice, but solely as to such Lender in the case of a Lender.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, including, for avoidance of doubt, any indemnification obligation with respect to the participated interest, (ii) such Lender shall remain solely responsible to the other

parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in clauses (a), (b), (c), (f) and (g) in the first proviso to Section 11.01 that affects such Participant. Subject to subsection (e) of this Section 11.06, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 11.06(b), provided such Participant agrees to be subject to Section 3.01 as though it were a Lender. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 11.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.11 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal and interest amount of each Participant's interest in the Loans held by it (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans or other obligations under any Loan Document) except to the extent that such disclosure is necessary to establish that any such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive, absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.04 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant except to the extent that such entitlement to any greater payment results from any Change in Law after the Participant becomes a Participant or the sale of the participation to such Participant is made with the Borrower's prior written consent.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a FRB or any central bank having jurisdiction over such Lender; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Electronic Execution of Assignments. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(h) Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 11.06, whether or not such assignment or transfer is

reflected in the Register, shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (d) of this Section.

11.07 Treatment of Certain Information; Confidentiality. Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 11.07, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, or (iii) any funding or financing source of any Lender, (g) with the consent of the Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 11.07 or (ii) becomes available to the Administrative Agent, any Lender, or any of their respective Affiliates on a non-confidential basis from a source other than the Borrower.

For purposes of this Section 11.07, "Information" means all information received from any Loan Party or any Subsidiary thereof relating to any Loan Party or any Subsidiary thereof or their respective businesses, operations, assets and related matters, other than any such information that is available to the Administrative Agent, any Lender on a non-confidential basis prior to disclosure by any Loan Party or any Subsidiary thereof, provided that, in the case of information received from a Loan Party or any such Subsidiary after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section 11.07 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Administrative Agent and the Lenders acknowledges that (a) the Information may include material non-public information concerning Holdings or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including Federal and state securities Laws.

11.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Secured Party and each of its respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to setoff and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Secured Party or any such Affiliate to or for the credit or the account of the Borrower or any other Loan Party against any and all of the obligations of the Borrower or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Secured Party, irrespective of whether or not such Secured Party shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Secured Party different from the branch or office holding such deposit or obligated on such

indebtedness. The rights of each Secured Party and their respective Affiliates under this Section 11.08 are in addition to other rights and remedies (including other rights of setoff) that such Secured Party or their respective Affiliates may have. Each Secured Party agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

11.09 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

11.10 Counterparts; Integration; Effectiveness. (a) This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) The words "execution," "signed," "signature," and words of like import in this Agreement, any other Loan Document and/or any document, amendment, approval, consent, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 11.02), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an "Ancillary Document"), shall be deemed to include Electronic Signatures. Such signatures or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page) shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be; to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Unifor Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it. Without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, each party hereto shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of any other party hereto without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of any party hereto, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, each party hereto hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the parties hereto, Electronic Signatures transmitted by telecopy, emailed pdf. or any

other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (ii) each party hereto may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (iii) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (iv) waives any claim against any party hereto, and any Related Party of any of the foregoing Persons for any liabilities arising solely from any such party's reliance on or use of Electronic Signatures and/or transmissions by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any Liabilities arising as a result of the failure of any party hereto to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

11.11 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Loan, and shall continue in full force and effect as long as any Loan or other Obligation (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement) shall remain unpaid or unsatisfied.

11.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11.13 Replacement of Lenders. (A) If any Lender requests compensation under Section 3.04, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or (B) if any Lender is a Defaulting Lender, or (C) if in connection with a proposed amendment, modification, waiver, or consent with respect to any of the provisions hereof as contemplated by Section 11.01, the consent of the Required Lenders shall have been obtained but the consent of one or more of such other Lenders whose consent is required shall not have been obtained, or (D) if any other circumstance exists hereunder that gives the Borrower the right to replace a Lender as a party hereto, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 11.06), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(a) the Borrower shall have paid to the Administrative Agent the assignment fee specified in Section 11.06(b);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, the Applicable Premium, accrued interest thereon and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.05) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter; and

(d) such assignment does not conflict with applicable Laws.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

11.14 Governing Law; Jurisdiction; Etc. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) SUBMISSION TO JURISDICTION. EACH OF THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH OF THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY

APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

11.15 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

11.16 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower and Holdings each acknowledge and agree, and acknowledge their respective Affiliates' understanding, that: (i) the arranging and other services regarding this Agreement provided by the Administrative Agent and the Lenders are arm's-length commercial transactions between the Borrower, Holdings and their respective Affiliates, on the one hand, and the Administrative Agent and the Lenders, on the other hand, (ii) each of the Borrower and Holdings and each other Loan Party has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Borrower and Holdings and each other Loan Party is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (iv) the Administrative Agent and each Lender is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower, Holdings or any of their respective Affiliates, or any other Person and (v) neither the Administrative Agent nor any Lender has any obligation to the Borrower, Holdings or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (vi) the Administrative Agent and the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, Holdings and their respective Affiliates, and neither the Administrative Agent nor Lenders have any obligation to disclose any of such interests to the Borrower, Holdings and their respective Affiliates. To the fullest extent permitted by law, each of the Borrower and Holdings hereby waives and releases any claims that it may have against the Administrative Agent and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

11.17 USA PATRIOT Act Notice. Each Lender that is subject to the USA PATRIOT Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the

name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the USA PATRIOT Act. No part of the proceeds of the Loans will be used by the Loan Parties, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

11.18 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

11.19 Attachments. The exhibits, schedules and annexes attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

11.20 Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement or the other Loan Documents and the exercise of any right or remedy by the Collateral Agent hereunder or under the other Loan Documents are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

11.21 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

11.22 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Contracts or any other agreement or instrument that is a QFC (such support “QFC Credit Support” and each such QFC a “Supported QFC”), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the “U.S. Special Resolution Regimes”) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a “Covered Party”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

BORROWER

THE CONTAINER STORE, INC.

By:

Name: _____

Title: _____

GUARANTORS

THE CONTAINER STORE GROUP, INC.

TCS GIFT CARD SERVICES, LLC

C STUDIO MANUFACTURING INC.

C STUDIO MANUFACTURING LLC

By:

Name: _____

Title: _____

LENDER [-]

By:

Name: _____

Title: _____

ATTACHMENT 2

Redline of Exit ABL Facility Credit Agreement

THIS DRAFT REMAINS SUBJECT TO CONTINUING NEGOTIATIONS WITH ALL PARTIES AND THE FINAL VERSION MAY CONTAIN MATERIAL DIFFERENCES. FOR THE AVOIDANCE OF DOUBT, NO PARTY HAS CONSENTED TO THIS VERSION AS THE FINAL FORM, AND ALL PARTIES RESERVE THEIR RESPECTIVE RIGHTS WITH RESPECT TO THIS DOCUMENT AND ANY RELATED DOCUMENTS, INCLUDING SUCH PARTIES' CONSENT RIGHTS UNDER TRANSACTION SUPPORT AGREEMENT.

~~**THIS DRAFT REMAINS SUBJECT TO CONTINUING NEGOTIATIONS WITH ALL PARTIES AND THE FINAL VERSION MAY CONTAIN MATERIAL DIFFERENCES. FOR THE AVOIDANCE OF DOUBT, NO PARTY HAS CONSENTED TO THIS VERSION AS THE FINAL FORM, AND ALL PARTIES RESERVE THEIR RESPECTIVE RIGHTS WITH RESPECT TO THIS DOCUMENT AND ANY RELATED DOCUMENTS, INCLUDING SUCH PARTIES' CONSENT RIGHTS UNDER THE TRANSACTION SUPPORT AGREEMENT.**~~

ASSET-BASED REVOLVING CREDIT AGREEMENT

\$140,000,000

Dated as of January [●], 2025

among

THE CONTAINER STORE, INC.,
as Borrower,

THE GUARANTORS PARTY HERETO

ECLIPSE BUSINESS CAPITAL LLC,
as Administrative Agent and Collateral Agent,

and

THE OTHER LENDERS PARTY HERETO

ECLIPSE BUSINESS CAPITAL LLC,
as Lead Arranger

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ASSET-BASED REVOLVING CREDIT AGREEMENT

This ASSET-BASED REVOLVING CREDIT AGREEMENT (this “**Agreement**”) is entered into as of January [●], 2025, among THE CONTAINER STORE, INC., a Texas corporation (the “**Borrower**”), the Guarantors party hereto, each lender from time-to-time party hereto (collectively, the “**Lenders**” and individually, a “**Lender**”), ECLIPSE BUSINESS CAPITAL LLC (“**Eclipse**”), as Administrative Agent, Collateral Agent and Lead Arranger.

PRELIMINARY STATEMENTS:

WHEREAS, on December 22, 2024 (the “**Petition Date**”), the Borrower and certain affiliates and direct and indirect Subsidiaries of the Borrower (each, a “**Chapter 11 Debtor**” and collectively, the “**Chapter 11 Debtors**”) filed voluntary petitions with the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) initiating their cases under Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”) (collectively, the “**Chapter 11 Cases**”);

WHEREAS, on December 24, 2024, the Borrower and certain affiliates and direct and indirect Subsidiaries of the Borrower entered into that certain Senior Secured Superpriority Debtor-In-Possession Asset-Based Revolving Credit Agreement with Eclipse, as administrative and collateral agent thereunder, and the lenders from time-to-time party thereto, pursuant to which the lenders thereunder provided a \$140,000,000 asset-based credit facility (the “**DIP ABL Facility**”);

WHEREAS, concurrent with the confirmation of an Approved Plan of Reorganization (as defined below), The Container Store Group, Inc., a Delaware corporation (“**Holdings**”) and the Borrower have asked the Lenders to provide the Borrower with a senior secured asset-based revolving credit facility in an aggregate amount not to exceed \$140,000,000 (subject to the then applicable Borrowing Base) pursuant to the terms, and subject to the conditions set forth, in this Agreement (the “**ABL Facility**”);

WHEREAS, the Lenders are willing to make Committed Loans (as defined below) to the Borrower, subject to the terms and conditions set forth in this Agreement;

WHEREAS, the Obligations of the Borrower are guaranteed by the Guarantors and are secured by Liens on the Collateral, in each case, as set forth in, and subject to, the Loan Documents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

ARTICLE I DEFINITIONS AND ACCOUNTING TERMS

1.01 Defined Terms. Unless otherwise defined herein, the following terms are used herein as defined in the UCC: Account Debtor, Chattel Paper, Deposit Accounts, Equipment, Fixtures, Instruments, Inventory and Proceeds. In addition, as used in this Agreement, the following terms shall have the meanings set forth below:

“**ABL Facility**” has the meaning specified in the recitals hereto.

“**ABL Priority Collateral**” shall have the meaning specified therefor in the Intercreditor Agreement.

“**ABLSoft**” means the electronic and/or internet-based system approved by the Administrative Agent for the purpose of making notices, requests, deliveries, communications and for the other purposes contemplated in this Agreement or otherwise approved by the Administrative Agent, whether such system is owned, operated or hosted by the Administrative Agent, any of its Affiliates or any other Person.

“**Accounts**” means “accounts” as defined in the UCC, and also means a right to payment of a monetary obligation, whether or not earned by performance, (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (b) for services rendered or to be rendered, (c) for a policy of insurance issued or to be issued, (d) for a secondary obligation incurred or to be incurred, or (e) arising out of the use of a credit or charge card or information contained on or for use with the card.

“**ACH**” means automated clearing house transfers.

“**Administrative Agent**” means Eclipse in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent as provided in Section 9.06.

“**Administrative Agent’s Account**” has the meaning provided in Section 6.13(c).

“**Administrative Agent’s Office**” means the Administrative Agent’s address and, as appropriate, account as set forth on Schedule 11.02, or such other address or account as the Administrative Agent may from time to time notify the Borrower and the Lenders.

“**Administrative Questionnaire**” means an Administrative Questionnaire in a form supplied by the Administrative Agent.

“**Affected Financial Institution**” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“**Affiliate**” means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“**Agent Parties**” has the meaning specified in Section 11.02(c).

“**Agents**” means, collectively, the Administrative Agent and the Collateral Agent.

“**Aggregate Commitments**” means, at any time, the sum of the Commitments of all the Lenders at such time. As of the Closing Date, the Aggregate Commitments are \$140.0 million.

“**Agreement**” has the meaning specified in the introductory paragraph hereto, as amended, restated, modified or supplemented from time to time in accordance with the terms hereof.

“**Ancillary Document**” has the meaning specified in Section 11.10(b).

“**Anti-Corruption Laws**” means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or any of its Affiliates from time to time concerning or relating to bribery or corruption.

“**Applicable Margin**” means, with respect to any Term Benchmark Loan, 4.25% and, with respect to any Base Rate Loan, 3.25%.

“**Applicable Percentage**” means, with respect to any Lender, at any time, the percentage (carried out to the fourth decimal place) of the Aggregate Commitments represented by such Lender’s Commitment at such time. If the commitment of each Lender to make Loans and the obligation of any L/C Issuer to make L/C Credit Extensions have been terminated pursuant to Section 8.02 or if the Aggregate Commitments have expired, then the Applicable Percentage of each Lender shall be determined based on the Applicable Percentage of such Lender most recently in effect, giving effect to any subsequent assignments. The initial Applicable Percentage of each Lender is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto. Notwithstanding the foregoing, in the case of Section 2.03(e) when a Defaulting Lender shall exist, “Applicable Percentage” as used in such Section 2.03(e) with respect to any non-Defaulting Lender shall mean the percentage of the Aggregate Commitments (disregarding any Defaulting Lender’s Commitments) represented by such non-Defaulting Lender’s Commitment.

“**Appraised Value Percentage**” means the net orderly liquidation value of the Borrower’s and the Subsidiary Guarantors’ Inventory as determined by the Prepetition Appraisal or, if later, the most current third-party appraisal report, performed in a manner substantially consistent with the Prepetition Appraisal by an appraisal firm retained by the Administrative Agent for such appraisal project with respect to the Eligible Inventory and Eligible In-Transit Inventory.

“**Approved Electronic Communication**” means each notice, demand, communication, information, document and other material transmitted, posted or otherwise made or communicated by e-mail, facsimile, ABLSoft or any other equivalent electronic service, whether owned, operated or hosted by the Administrative Agent, any of its Affiliates or any other Person, that any party is obligated to, or otherwise chooses to, provide to the Administrative Agent pursuant to this Agreement or any other Loan Document, including any financial statement, financial and other report, notice, request, certificate and other information or material; provided, that Approved Electronic Communications shall not include any notice, demand, communication, information, document or other material that Agent specifically instructs a Person to deliver in physical form.

“**Approved Fund**” means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“**Approved Plan of Reorganization**” shall mean that certain Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code, as attached to the Disclosure Statement dated December 21, 2024 and filed with the Bankruptcy Court in connection with the Chapter 11 Cases, as such plan is amended or otherwise modified in a manner reasonably acceptable to the Administrative Agent.

“**Arranger**” means Eclipse Business Capital LLC.

“**Assignee Group**” means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

“**Assignment and Assumption**” means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 11.06(b)(iii)), and accepted by the Administrative Agent, in substantially the form of Exhibit F or any other form approved by the Administrative Agent.

“**Attributable Indebtedness**” means, on any date, (a) in respect of any Capital Lease Obligations of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease or similar payments under the relevant lease or other applicable agreement or instrument that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease or other agreement or instrument were accounted for as a Capital Lease Obligation and (c) all Synthetic Debt of such Person.

“**Availability Period**” means the period from and including the Closing Date to the earliest of (a) the Scheduled Maturity Date, (b) the date of termination of the Aggregate Commitments pursuant to Section 2.06, and (c) the date of termination of the Commitment of each Lender to make Loans pursuant to Section 8.02.

“**Availability Reserves**” means, without duplication of any other Reserves or items that are otherwise addressed or excluded through eligibility criteria, an amount, if any, established in the Administrative Agent’s reasonable discretion, equal to the sum of (a) the amount of all sales taxes that have been collected by the Borrower and Subsidiary Guarantors and not remitted to any state taxing authority when due, (b) an amount equal to two (2) months’ gross rent for (x) each leased Store of the Borrower and the Subsidiary Guarantors located in a Landlord Lien State or (y) after the period provided therefor in Schedule 6.19, each distribution center of the Borrower and the Subsidiary Guarantors, in each case, other than those applicable Stores and/or distribution centers with respect to which the Collateral Agent has received a Collateral Access Agreement, (c) 50% of Customer Credit Liabilities, (d) an amount based on rent which is past due for more than ten days for any of the Borrower’s or Subsidiary Guarantors’ leased locations, with the exception of past due rent that is the subject of a Permitted Protest as determined by the Administrative Agent in its reasonable discretion, (e) reserves in respect of Store closings and related dispositions and liquidation sales, ~~(solely to the extent that such dispositions or sales are below the greater of (x) net orderly liquidation value of such Collateral and (y) cost of such Collateral,~~ (f) such other reserves established in the Administrative Agent’s reasonable discretion which are reasonably required pursuant to this Agreement, including, without limitation, reserves implemented in connection with Permitted Liens, and Permitted Indebtedness, but in the case of each of the foregoing, only to the extent such Liens, encumbrances and Indebtedness relate or in any way affect the Borrowing Base, (g) reserves implemented in order to protect the Credit Parties from any Liens, encumbrances or claims that could, in the reasonable judgment of the Administrative Agent, take priority over the Liens of the Collateral Agent in the Collateral, (h) Dilution Reserves, (i) reserves for Shrink related to Eligible Inventory and freight and duties related to Eligible In-Transit Inventory and (j) a reserve in an amount equal to \$1,000,000 in respect of cash interest due under the Term Facility.¹

¹ NTD: The reserve in clause (j) was agreed prior to the filing date, in connection with changes to the portion of interest payable in cash in respect of the exit term loan facility. [NTD: To be discussed, our recollection of this was that it was related solely to a DIP lien under the cash management order, and so would only be relevant to the DIP.] [NOTE TO LW: This was specifically related to the change to the Exit TL Term Sheet on 12/19, and the discussions prior launching the solicitation to the term lenders].

“**Available Tenor**” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an interest period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” (or similar concept) pursuant to clause (e) of Section 3.02.

“**Bail-In Action**” means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

“**Bail-In Legislation**” means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“**Bankruptcy Code**” has the meaning specified in the introductory paragraphs hereto.

“**Bankruptcy Court**” has the meaning specified in the introductory paragraphs hereto.

“**Base Rate**” means, for any day, the rate per annum equal to the greatest of (a) the Floor plus one percent (1.00%), (b) the Federal Funds Rate in effect on such day plus one-half of one percent ($\frac{1}{2}\%$), (c) the Term SOFR Rate in effect on such day, plus one percent (1.00%), provided, that this clause (c) shall not be applicable during any period in which Term SOFR is unavailable or unascertainable, and (d) the rate of interest announced, from time to time, by Wells Fargo Bank, N.A. at its principal office in San Francisco as its “prime rate” in effect on such day, with the understanding that the “prime rate” is one of Wells Fargo Bank, N.A.’s base rates (not necessarily the lowest of such rates) and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto and is evidenced by the recording thereof after its announcement in such internal publications as Wells Fargo Bank, N.A. may designate (or, if such rate ceases to be so published, as quoted from such other generally available and recognizable source as Agent may select in its reasonable discretion). If the Base Rate is being used as an alternate rate of interest pursuant to Section 3.02 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 3.02(b)), then the Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Base Rate as determined pursuant to the foregoing would be less than 3.00%, such rate shall be deemed to be 3.00% for purposes of this Agreement.

“**Base Rate Committed Loan**” means a Committed Loan that is a Base Rate Loan.

“**Base Rate Loan**” means a Loan that bears interest based on the Base Rate.

“**Benchmark**” means, initially, the Term SOFR Rate; provided that if a Benchmark Transition Event and the related Benchmark Replacement Date have occurred with respect to the Term SOFR Rate or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the

extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) of Section 3.02.

“Benchmark Replacement” means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(a) Daily Simple SOFR; or

(b) the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for dollar-denominated syndicated credit facilities at such time in the United States and (ii) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (a) or (b) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable interest period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for dollar-denominated syndicated credit facilities at such time.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement and/or any Term Benchmark Loan, any technical, administrative or operational changes (including changes to the definition of “Base Rate”, the definition of “Business Day”, the definition of “U.S. Government Securities Business Day”, the definition of “Interest Period” (or similar concept), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“**Benchmark Replacement Date**” means, with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of “Benchmark Transition Event”, the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of “Benchmark Transition Event”, the first date on which all Available Tenors of such Benchmark (or such component thereof) have been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“**Benchmark Transition Event**” means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the FRB, the NYFRB, the CME Term SOFR Administrator, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation

thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“**Benchmark Unavailability Period**” means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (a) or (b) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.02 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.02.

“**Beneficial Ownership Certification**” means a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation.

“**Beneficial Ownership Regulation**” means 31 C.F.R. § 1010.230.

“**Benefit Plan**” means any of (a) an “employee benefit plan” (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in Section 4975 of the Code to which Section 4975 of the Code applies, and (c) any Person whose assets include (for purposes of the Plan Asset Regulations or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such “employee benefit plan” or “plan”.

“**BHC Act Affiliate**” means, as to any Person, an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such Person.

“**Borrower**” has the meaning specified in the introductory paragraph hereto.

“**Borrower Materials**” has the meaning provided in Section 6.02.

“**Borrowing**” means a borrowing of a Committed Loan or a Swing Line Loan, as the context may require.

“**Borrowing Base**” means, at any time of calculation, an amount equal to:

- (a) the Eligible Accounts Component; plus
- (b) the Credit Card Receivables Component; plus
- (c) the Inventory Component; minus
- (d) the then amount of all Availability Reserves.

“**Borrowing Base Calculation**” means a calculation of the Borrowing Base, in form and substance reasonably satisfactory to the Administrative Agent, utilizing information certified by the Borrowers and provided to the Administrative Agent in electronic format in the Borrowing Base portal tab in ABLSoft.

“**Business Day**” means any day (other than a Saturday or a Sunday) on which banks are open for business in New York City; provided that, in addition to the foregoing, a Business Day shall be in relation to Loans referencing the Term SOFR Rate and any interest rate settings, fundings, disbursements, settlements or payments of any such Loans referencing the Term SOFR Rate or any other dealings of such Loans referencing the Term SOFR Rate, any such day that is only a U.S. Government Securities Business Day.

“**Capital Lease Obligations**” means, with respect to any Person, the obligation of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP as in effect on the Closing Date, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP as in effect on the Closing Date.

“**Cash Collateralize**” means providing Letter of Credit Collateralization.

“**Cash Dominion Trigger Event**” means either (a) that Excess Availability is less than 15% of the lesser of (i) Borrowing Base and (ii) the Aggregate Commitments, or (b) the occurrence of an Event of Default. For purposes of this Agreement, the occurrence of a Cash Dominion Trigger Event shall be deemed continuing at the Administrative Agent’s option (a) so long as any Event of Default giving rise to such Cash Dominion Trigger Event is continuing, and (b) if such Cash Dominion Trigger Event arises under clause (a) of the preceding sentence, until Excess Availability has equaled or exceeded 15% of the lesser of (i) the Borrowing Base and (ii) the Aggregate Commitments for 30 consecutive days, in which case a Cash Dominion Trigger Event shall no longer be deemed to be continuing for purposes of this Agreement.

“**Cash Equivalents**” means any of the following types of Investments, to the extent owned by Holdings, the Borrower, or any of their respective Subsidiaries:

(a) readily marketable obligations issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof having maturities of not more than 360 days from the date of acquisition thereof; provided that the full faith and credit of the United States of America is pledged in support thereof;

(b) time deposits with, or insured certificates of deposit or bankers’ acceptances of, any commercial bank that (i) (A) is a Lender that offers such deposits, certificates of deposit or bankers’ acceptances in the ordinary course of such Lender’s business or (B) is organized under the laws of the United States of America, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States of America, any state thereof or the District of Columbia, and is a member of the Federal Reserve System, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (c) of this definition and (iii) has combined capital and surplus of at least \$1.0 billion, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(c) commercial paper issued by any Person organized under the laws of any state of the United States of America and rated at least “Prime-1” (or the then equivalent grade) by Moody’s or at least “A-1” (or the then equivalent grade) by S&P, in each case with maturities of not more than 180 days from the date of acquisition thereof;

(d) Investments, classified in accordance with GAAP as current assets of Holdings, the Borrower, or any of their respective Subsidiaries, in money market investment programs registered under the Investment Company Act of 1940, which are administered by financial institutions that have the highest rating obtainable from either Moody's or S&P, and the portfolios of which are limited solely to Investments of the character, quality and maturity described in clauses (a), (b) and (c) of this definition; and

(e) in the case of any Foreign Subsidiary, investments of comparable tenor and credit quality to those described in the foregoing clauses (a) through (d) customarily utilized in countries in which such Foreign Subsidiary operates for short term cash management purposes.

“**CERCLA**” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980.

“**CERCLIS**” means the Comprehensive Environmental Response, Compensation and Liability Information System maintained by the U.S. Environmental Protection Agency.

“CFC” means a Person that is a controlled foreign corporation under Section 957 of the Code.

“**Change in Law**” means the occurrence after the date of this Agreement of any of the following: (a) the adoption of or taking effect of any law, rule, regulation or treaty; (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority; or (c) compliance by any Lender or L/C Issuer (or, for purposes of Section 3.03(b), by any lending office of such Lender or by such Lender's or L/C Issuer's holding company, if any) with any request, guideline, requirement or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith or in the implementation thereof, and (y) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted, issued or implemented.

“**Change of Control**” means an event or series of events by which:

(a) any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such Person or its subsidiaries, and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan that in each case is not acting in concert with another Person) other than the Permitted Holders becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed to have “beneficial ownership” of all securities that such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an “option right”)), directly or indirectly, of ~~the greater of (x) 40% or more of the equity securities of Holdings entitled to vote for members of the board of directors or equivalent governing body of Holdings on a fully-diluted basis (and taking into account all such securities that such “person” or “group” has the right to acquire pursuant to any option right) and (y) a percentage that is greater than the percentage of the equity securities of Holdings entitled to vote for~~

~~members of the board of directors or equivalent governing body of Holdings that is then beneficially owned by the Permitted Holders; or; or~~

(b) Holdings shall cease, directly or indirectly, to own and control legally and beneficially all of the Equity Interests in the Borrower; or

(c) a “change of control” or any comparable term under, and as defined in, the Term Loan Documents or any other instrument, document or agreement governing Material Indebtedness shall have occurred, in any case that gives the holders thereof the right to require Holdings or any of its Subsidiaries to repurchase, offer to repurchase or immediately repay such Indebtedness.

“**Chapter 11 Cases**” has the meaning specified in the introductory paragraphs hereto.

“**Chapter 11 Debtors**” has the meaning specified in the introductory paragraphs hereto.

“**Class**” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Committed Loans or Swing Line Loans, when used in reference to any Commitment, refers to whether such Commitment is a Commitment or a Swing Line Commitment and when used in reference to any Lender, refers to whether such Lender has a Loan or Commitment with respect to a single class.

“**Closing Date**” means the first date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 11.01.

“Closing Date Equity Holders” means [●].

“**CME Term SOFR Administrator**” means CME Group Benchmark Administration Limited as administrator of the forward-looking term SOFR (or a successor administrator).

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Collateral**” means all of the “Collateral” and “Mortgaged Property” or “Trust Property”, as applicable, referred to in the Collateral Documents and all of the other property that is or is intended under the terms of the Collateral Documents to be subject to Liens in favor of the Collateral Agent for the benefit of the Credit Parties.

“**Collateral Agent**” means Eclipse in its capacity as collateral agent under any of the Loan Documents, or any successor collateral agent as provided in Section 9.06.

“**Collateral Documents**” means, collectively, the Security Agreement, the Pledge Agreement, the Swedish Pledge Agreement, the Intellectual Property Security Agreement, the Mortgages, the Control Agreements, the Intercreditor Agreement, each of the Mortgages, collateral assignments, security agreements, pledge agreements, control agreements or other similar agreements delivered to the Collateral Agent pursuant to Sections 6.12 and each of the other agreements, instruments or documents that creates or purports to create a Lien in favor of the Collateral Agent for the benefit of the Credit Parties.

“**Commercial Letter of Credit**” means any Letter of Credit issued for the purpose of providing the primary payment mechanism in connection with the purchase of any materials, goods or services by

the Borrower or a Subsidiary Guarantor in the ordinary course of business of such Borrower or Subsidiary Guarantor.

“**Commitment**” means, as to each Lender, its obligation to (a) make Committed Loans to the Borrower pursuant to Section 2.01, (b) purchase participations in L/C Obligations, (c) purchase participations in Swing Line Loans and (d) [reserved], in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender’s name on Schedule 2.01 under the caption “Commitment” or in the applicable Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement including, without limitation, pursuant to Section 2.03.

“**Commitment Fee**” has the meaning specified in Section 2.09(a).

“**Commitment Letter**” means the \$140 Million Senior Secured (a) Debtor-in-Possession Revolving Credit Facility and (b) Exit Revolving Credit Facility Commitment Letter, dated December 21, 2024, by and among the Borrower, Holdings and Eclipse Business Capital LLC, including all exhibits, annexes, schedules and other attachments thereto, in each case, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“**Committed Loan**” has the meaning specified in Section 2.01.

“**Commodity Exchange Act**” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“**Compliance Certificate**” means a certificate substantially in the form of Exhibit D.

“**Concentration Account**” has the meaning provided in Section 6.13(b).

“**Confirmation Order**” means [the Order Approving \(I\) the Debtors’ Disclosure Statement and \(II\) Confirming First Amended Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of The Bankruptcy Code entered on January \[●\], 2025](#).

“**Connection Income Taxes**” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“**Consolidated**” means, when used to modify a financial term, test, statement, or report of a Person, the application or preparation of such term, test, statement or report (as applicable) based upon the consolidation, in accordance with GAAP, of the financial condition or operating results of such Person and its Subsidiaries.

“**Contractual Obligation**” means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “**Controlling**” and “**Controlled**” have meanings correlative thereto.

“**Control Agreement**” has the meaning provided in Section 6.13(a)(ii).

“**Controlled Account**” has the meaning provided in Section 6.13(a)(ii).

“**Controlled Account Bank**” means each bank with whom deposit accounts are maintained in which any funds of any of the Loan Parties from one or more DDAs are concentrated, and, in each case, with whom a Control Agreement has been, or is required to be, executed in accordance with the terms hereof.

“**Corresponding Tenor**” with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“**Cost**” means the calculated cost of purchases, based upon the Borrower’s and Subsidiary Guarantors’ accounting practices, known to the Administrative Agent, which practices are in effect on the Closing Date as such calculated cost is determined from invoices received by the Borrower and the Subsidiary Guarantors, the Borrower’s and Subsidiary Guarantors’ purchase journals or the Borrower’s and Subsidiary Guarantors’ stock ledger. “Cost” includes inventory capitalization costs and other non-purchase price charges (such as duty, brokerage, freight and expenses related to design, raw material procurement and quality control) used in the Borrower’s or the Subsidiary Guarantors’ calculation of cost of goods sold.

“**Covered Entity**” means any of the following: (a) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (b) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (c) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“**Covered Party**” has the meaning specified in Section 11.22.

“**Credit Card Advance Rate**” means 100%.

“**Credit Card Receivables Component**” means the face amount of Eligible Credit Card Receivables multiplied by the Credit Card Advance Rate.

“**Credit Extensions**” mean each of the following: (a) a Borrowing and (b) an L/C Credit Extension.

“**Credit Party**” means, individually, and “**Credit Parties**” means collectively, the following: (a) the Lenders and their Affiliates, (b) the Agents, each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.05, (c) each L/C Issuer, (d) the Arranger, (e) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document, (f) any other Person to whom Obligations under this Agreement and other Loan Documents are owing and (g) the successors and assigns of each of the foregoing.

“**Credit Party Expenses**” means, without limitation, (a) all reasonable and documented in reasonable detail out-of-pocket expenses incurred by the Agents, the Arranger and their respective Affiliates, in connection with this Agreement and the other Loan Documents, including without limitation (i) the reasonable and documented in reasonable detail fees, charges and disbursements of (A) internal and external counsel for the Agents and the Arranger, provided that the Agents and the Arranger shall be entitled to be reimbursed for no more than one external counsel and, if reasonably necessary, for one local counsel in each relevant jurisdiction material to the interest of the Lenders, in each case, selected by the Agent, absent a conflict of interest between any of such Persons where the

affected Persons inform the Borrower of such conflict, in which case the affected Persons may engage and be reimbursed for one additional counsel, (B) outside consultants for the Agents, (C) appraisers, (D) collateral field examinations and (E) all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Obligations and (ii) in connection with (A) [reserved], (B) the preparation, negotiation, administration, management, execution and delivery of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (C) the enforcement or protection of their rights in connection with this Agreement or the Loan Documents or efforts to preserve, protect, collect, or enforce the Collateral, or (D) any workout, restructuring or negotiations in respect of any Obligations, (b) with respect to each L/C Issuer, and its Affiliates, all reasonable and documented in reasonable detail out-of-pocket expenses incurred in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder, and (c) all reasonable and documented in reasonable detail out-of-pocket expenses incurred by the Credit Parties who are not the Agents, the Arranger, an L/C Issuer or any Affiliate of any of them, after the occurrence and during the continuance of an Event of Default, provided that such Credit Parties shall be entitled to reimbursement for no more than one internal and one external counsel representing all such Credit Parties (absent a conflict of interest between the Credit Parties, where the affected Credit Parties inform the Borrower of such conflict, in which case the Credit Parties may engage and be reimbursed for one additional counsel).

“Customer Credit Liabilities” means at any time, the aggregate remaining value at such time of (a) outstanding gift certificates and gift cards sold by the Borrower and Subsidiary Guarantors entitling the holder thereof to use all or a portion of the certificate or gift card to pay all or a portion of the purchase price for any Inventory, and (b) outstanding merchandise credits issued by and customer deposits received by the Borrower and the Subsidiary Guarantors.

“Customs Broker Agreement” means an agreement, in form and substance reasonably satisfactory to the Collateral Agent, among the Borrower, the Subsidiary Guarantors, a customs broker or other carrier, and the Collateral Agent, in which the customs broker or other carrier acknowledges that it has control over and holds the documents evidencing ownership of the subject Inventory for the benefit of the Collateral Agent and agrees, upon notice from the Collateral Agent, to hold and dispose of the subject Inventory solely as directed by the Collateral Agent.

“Daily Simple SOFR” means, for any day (a **“SOFR Rate Day”**), a rate per annum equal to SOFR for the day (such day, a **“SOFR Determination Date”**) that is five (5) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

“DDA” means each checking or other demand deposit account maintained by any of the Loan Parties. All funds in each DDA shall be conclusively presumed to be Collateral and proceeds of Collateral and the Agents and the Lenders shall have no duty to inquire as to the source of the amounts on deposit in any DDA.

“Debtor Relief Laws” means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency,

reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“**Default**” means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

“**Default Rate**” means (a) when used with respect to Obligations other than Letter of Credit Fees, an interest rate equal to (i) the Base Rate plus (ii) the Applicable Margin applicable to Base Rate Loans, plus (iii) 2% per annum; provided, however, that with respect to a Term Benchmark Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Margin) otherwise applicable to such Loan plus 2% per annum, and (b) when used with respect to Letter of Credit Fees, a rate equal to the Applicable Margin for Term Benchmark Loans plus 2% per annum.

“**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“**Defaulting Lender**” means any Lender that (a) has failed, within one (1) Business Day of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or (iii) pay over to any Loan Party any other amount required to be paid by it hereunder; (b) has notified the Borrower or any Loan Party in writing, or has made a public statement, to the effect that it does not intend or expect to comply with any of its funding obligations under this Agreement or generally under other agreements in which it commits to extend credit; (c) has failed, within one (1) Business Day after request by the Administrative Agent or a Loan Party, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations to fund prospective Loans and participations in then outstanding Letters of Credit under this Agreement; provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Loan Party’s receipt of such certification in form and substance satisfactory to it and the Administrative Agent; or (d) has (or whose bank holding company has) (i) been placed into receivership, conservatorship or bankruptcy or (ii) become the subject of a Bail-In Action; provided that a Lender shall not become a Defaulting Lender solely as a result of the acquisition or maintenance of an ownership interest in such Lender or Person controlling such Lender or the exercise of control over a Lender or Person controlling such Lender by a Governmental Authority or an instrumentality thereof so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to the Borrower, each L/C Issuer, the Swing Line Lender and each Lender.

“**Dilution**” means, as of any date of determination, a percentage, based upon the experience of the immediately prior twelve (12) months, that is the result of dividing the amount of (a) bad debt write-downs, discounts, advertising allowances, credits, or other dilutive items with respect to a Loan Party’s Accounts during such period by (b) such Loan Party’s billings with respect to Accounts during such period.

“**Dilution Reserve**” shall have the meaning set forth in the definition of “Eligible Accounts Advance Rate”.

“**DIP ABL Facility**” has the meaning specified in the introductory paragraphs hereto.

“**Disposition**” or “**Dispose**” means the sale, transfer, license, lease, or other disposition (~~in one including any sale and leaseback transaction or in a series of transactions and whether effected pursuant to a Division or otherwise~~) of any property ~~by any Person~~ (including, without limitation, any ~~sale and leaseback transaction and any issuance of~~ Equity Interests or Disqualified Equity Interests of any other Person held by a specified Person) by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith, in each case, resulting in consideration to such Person (including assumption of liabilities) for any such transaction or series of related transactions in excess of \$1.0 million.

“**Disqualified Equity Interests**” means any Equity Interests of any Person that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder thereof), or upon the happening of any event, (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or sales event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable and the termination of the Commitments), or is redeemable at the option of the holder thereof, in whole or in part (other than solely for Qualified Equity Interests), in each case prior to the six month anniversary of the Scheduled Maturity Date, (b) requires the payment of any cash dividend or any other scheduled payment constituting a return of capital, in each case prior to the six month anniversary of the Scheduled Maturity Date or (c) is convertible into or exchangeable for debt securities or for any Equity Interest referred to in clause (a) above, in each case at any time prior to the six month anniversary of the Scheduled Maturity Date; provided that if such Equity Interests are issued pursuant to a plan for the benefit of employees of Holdings or its Subsidiaries or by any such plan to such employees, such Equity Interests shall not constitute Disqualified Equity Interests solely because it may be required to be repurchased by Holdings or its Subsidiaries in order to satisfy applicable statutory or regulatory obligations.

“**Dividing Person**” has the meaning specified in the definition of “Division.”

“**Division**” means the division of the assets, liabilities and/or obligations of a Person (the “**Dividing Person**”) among two or more Persons (whether pursuant to a “plan of division” or similar arrangement), which may or may not include the Dividing Person and pursuant to which the Dividing Person may or may not survive.

“**Division Successor**” means any Person that, upon the consummation of a Division of a Dividing Person, holds all or any portion of the assets, liabilities and/or obligations previously held by such Dividing Person immediately prior to the consummation of such Division. A Dividing Person which retains any of its assets, liabilities and/or obligations after a Division shall be deemed a Division Successor upon the occurrence of such Division.

“**Dollar**”, “**dollars**” and “**\$**” mean lawful money of the United States.

“**Domestic Subsidiary**” means any Subsidiary that is organized or existing under the laws of the United States, any state thereof or the District of Columbia.

“**Drawing Document**” means any Letter of Credit or other document presented for purposes of drawing under any Letter of Credit, including by electronic transmission such as SWIFT, electronic mail, facsimile or computer-generated communication.

“**EEA Financial Institution**” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“**EEA Member Country**” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“**EEA Resolution Authority**” means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

“**Electronic Signature**” means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

“**Eligible Accounts**” means, at any time of determination and subject to the criteria below, an Account of the Borrower or any Subsidiary Guarantor, that was generated and billed by the Borrower or such Subsidiary Guarantor in the ordinary course of business, and which the Administrative Agent, in its reasonable discretion, deems to be an Eligible Account. The net amount of an Eligible Account at any time shall be the face amount of such Eligible Account as originally billed minus all customer deposits, unapplied cash collections and other Proceeds of such Account received from or on behalf of the Account Debtor thereunder as of such date and any and all returns, rebates, discounts (which may, at the Administrative Agent’s option, be calculated on shortest terms), credits, allowances or excise Taxes of any nature at any time issued, owing, claimed by Account Debtors, granted, outstanding or payable in connection with such Accounts at such time. Without limiting the generality of the foregoing, the following Accounts shall not be Eligible Accounts:

- (a) the Account Debtor is a Loan Party or an Affiliate of any Loan Party;
- (b) it remains unpaid longer than the earlier to occur of (A) 120 days after the original invoice date or (B) 60 days after the original invoice due date;
- (c) the Account Debtor or its Affiliates are past any of the applicable dates referenced in clause (b) above on other Accounts owing to the Borrower or such Subsidiary Guarantor comprising more than fifty percent (50%) of all of the Accounts owing to the Borrower or such Subsidiary Guarantor by such Account Debtor or its Affiliates;
- (d) all Accounts owing by the Account Debtor or its Affiliates represent more than thirty percent (30%) of all other Accounts; provided, that Accounts which are deemed to be ineligible solely by reason of this clause (d) shall be considered Eligible Accounts to the extent of the amount thereof which does not exceed thirty percent (30%) of all other Accounts;
- (e) [reserved];

(f) the Account is subject to any contra relationship, counterclaim, dispute deposit, or set-off; provided, that Accounts which are deemed to be ineligible by reason of this clause (f) shall be considered ineligible only to the extent of such applicable contra relationship, counterclaim, dispute or set-off;

(g) the Account Debtor's chief executive office or principal place of business is located outside of the United States, unless the Account is (i) supported by an irrevocable letter of credit or credit insurance satisfactory to Agent in its reasonable discretion, (ii) generated by an Account Debtor with its principal place of business in Canada (provided that the Collateral Agent has a first priority perfected security interest in such Account in the appropriate Canadian province), or (iii) approved by Administrative Agent on a case by case basis;

(h) it is payable in a currency other than Dollars or Canadian Dollars;

(i) it (i) arises from a sale on a bill-and-hold, guaranteed sale, sale-or-return, sale-on-approval, consignment, retainage or any other repurchase or return basis or (ii) consists of progress billings or other advance billings that are due prior to the completion of performance by Borrower or the applicable Subsidiary Guarantor of the subject contract for goods or services;

(j) the Account Debtor is the United States of America or any state or political subdivision (or any department, agency or instrumentality thereof), unless the Borrower or the applicable Subsidiary Guarantor has complied with the Assignment of Claims Act or other applicable similar state or local law in a manner reasonably satisfactory to the Administrative Agent;

(k) it is (a) not at all times subject to the Administrative Agent's duly perfected, first-priority security interest, or (b) subject to any other Lien, or the goods giving rise to such Account were, at the time of sale, subject to any Lien, in each case, other than a Permitted Lien ~~described in Section 7.01(d);~~²

(l) it is evidenced by Chattel Paper, Promissory Note or an Instrument of any kind or has been reduced to judgment;

(m) there are facts or circumstances existing, or which could reasonably be anticipated to occur, which could reasonably be expected to result in a material adverse change in the Account Debtor's financial condition or materially impair or delay the collectability of all or any portion of such Account;

(n) the Administrative Agent has not been furnished with all documents and other information pertaining to such Account which the Administrative Agent has reasonably requested, or which any Borrower is obligated to deliver to the Administrative Agent, pursuant to this Agreement;

(o) the Borrower has made an agreement with the Account Debtor to extend the time of payment thereof beyond the time periods set forth in clause (b) above;

² NTD: EBC will accept the expansion to all Permitted Liens in this exception and in in clause (e) of Eligible Inventory, but will need to include a reporting item in Article VI regarding Permitted Liens that attach to assets in the Borrowing Based, to enable EBC to implement any necessary reserves.

(p) the Borrower has posted a surety or other bond in respect of the contract or transaction under which such Account arose;

(q) the Account Debtor is subject to any proceeding seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar applicable law or is subject to any Sanctions or any specially designated nationals list maintained by OFAC or any Governmental Authority;

(r) the sale giving rise to such Account is on cash in advance or cash on delivery terms;

(s) any Accounts of Account Debtors against whom the materialmen, laborers or suppliers of any of the Loan Parties have Liens; provided, that Accounts which are deemed to be ineligible by reason of this clause (r) shall be considered ineligible only to the extent of such Liens;

(t) Accounts that have not been earned by performance or do not represent bona fide amounts due to the Borrower from an Account Debtor;

(u) which (i) does not arise from the sale of goods or performance of services in the ordinary course of business, (ii) is not evidenced by a customer statement or other documentation satisfactory to the Administrative Agent which has been sent to the Account Debtor or (iii) relates to payments of interest;

(v) Accounts with respect to which (A) the goods giving rise to such Account have not been shipped and billed to the Account Debtor, or (B) the services giving rise to such Account have not been performed and billed to the Account Debtor;

(w) the Account Debtor on such Accounts is located in any jurisdiction which adopts a statute or other requirement that any Person that obtains business from within such jurisdiction or is otherwise subject to such jurisdiction's Tax law must file a "Business Activity Report" (or other applicable report) or make any required filings in a timely manner in order to enforce its claims in such jurisdiction's courts or arising under such jurisdiction's laws; provided, that such Accounts shall nonetheless be Eligible Accounts if such the Borrower has filed a "Business Activity Report" (or other applicable report or required filing);

(x) with respect to which any check or other instrument of payment has been returned uncollected for any reason;

(y) which is owed by an Account Debtor (a) is a Sanctioned Person or (b) that has sold all or substantially all of its assets; or

(z) which is for goods that have been sold under a purchase order or pursuant to the terms of a contract or other agreement or understanding (written or oral) that indicates or purports that any Person other than the Borrower or a Subsidiary Guarantor has or has had an ownership interest in such goods, or which indicates any party other than the Borrower or a Subsidiary Guarantor as payee or remittance party.

"Eligible Accounts Advance Rate" means 85%; provided, that if Dilution exceeds five percent (5%), the Administrative Agent may, at its option in its reasonable discretion, (A) reduce such advance

rates by the number of full or partial percentage points comprising such excess or (B) establish a Reserve on account of such excess (the “**Dilution Reserve**”).

“**Eligible Accounts Component**” means the amount of Eligible Accounts multiplied by the Eligible Accounts Advance Rate.

“**Eligible Assignee**” means (a) a Credit Party or any of its Affiliates; (b) a bank, insurance company, or company engaged in the business of making commercial loans, which Person, together with its Affiliates, has a combined capital and surplus in excess of \$250.0 million; (c) an Approved Fund; (d) any Person to whom a Credit Party assigns its rights and obligations under this Agreement as part of an assignment and transfer of such Credit Party’s rights in and to a material portion of such Credit Party’s portfolio of asset based credit facilities, and (e) any other Person (other than a natural person) approved by (i) the Administrative Agent and each L/C Issuer, and (ii) unless an Event of Default under Section 8.01(a) or 8.01(g) has occurred and is continuing, the Borrower (each such approval not to be unreasonably withheld or delayed); provided that notwithstanding the foregoing, “Eligible Assignee” shall not include a Loan Party or any of the Loan Parties’ Affiliates or Subsidiaries; and provided further that any proposed assignee that would be a Fee Recipient will not be an Eligible Assignee unless such Person is a Permitted Investor.

“**Eligible Credit Card Receivables**” means Accounts due to the Borrower and the Subsidiary Guarantors on a non-recourse basis from Visa, Mastercard, American Express Company, Discover, and other credit card issuer and processors acceptable to the Administrative Agent in its reasonable discretion, as arise in the ordinary course of business (net of fees payable to the applicable credit card issuer), which have been earned by performance, and are deemed by the Administrative Agent in its reasonable discretion to be eligible for inclusion in the calculation of the Borrowing Base. Without limiting the foregoing, none of the following shall be deemed to be Eligible Credit Card Receivables:

- (a) Accounts due from major credit card processors that have been outstanding for more than five (5) Business Days from the date of sale;
- (b) Accounts due from major credit card processors with respect to which the Borrower or a Subsidiary Guarantor does not have good, valid and marketable title, free and clear of any Lien (other than Liens granted to the Collateral Agent for its own benefit and the ratable benefit of the other Credit Parties and Liens to secure the Term Facility);
- (c) Accounts due from major credit card processors that are not subject to a first priority security interest in favor of the Collateral Agent for its own benefit and the ratable benefit of the other Credit Parties (it being the intent that chargebacks in the ordinary course by the credit card processors shall not be deemed violative of this clause);
- (d) Accounts due from major credit card processors which are disputed, are subject to holdbacks (provided, that such Accounts shall only be ineligible to the extent of any such holdbacks), are with recourse, or with respect to which a claim, counterclaim, offset or chargeback has been asserted (to the extent of such claim, counterclaim, offset or chargeback);
- (e) Accounts due from major credit card processors as to which the credit card processor has the right under certain circumstances to require the Borrower or a Subsidiary Guarantor to repurchase the Accounts from such credit card processor;

(f) Accounts due from any Person on account of any private label credit card receivables other than such Accounts under programs between a Loan Party and a third party reasonably acceptable to the Administrative Agent where the third party retains the consumer credit exposure;

(g) Accounts due from major credit card processors which the Administrative Agent determines in its reasonable discretion to be uncertain of collection, or

(h) Accounts not subject to Credit Card Notification, except Accounts with credit card processors set forth on Schedule 6.12 for a period of 90 days following the Closing Date (or such longer period as may be agreed by the Administrative Agent in its sole discretion).

“Eligible In-Transit Inventory” means, as of any date of determination thereof, without duplication of other Eligible Inventory, Inventory:

(a) Which is in transit from one U.S. location of the Borrower or a Subsidiary Guarantor to another U.S. location of the Borrower or a Subsidiary Guarantor and which otherwise would constitute Eligible Inventory; or

(b) (i) Which has been shipped by a Foreign Subsidiary or other Person from a foreign location for receipt by the Borrower or a Subsidiary Guarantor within forty-five (45) days of the date of shipment, which has left such foreign location in a water borne vessel or is in transit from such vessel on ground in the U.S. but has not yet been delivered to such Borrower or Subsidiary Guarantor;

(ii) For which the purchase order is in the name of the Borrower or a Subsidiary Guarantor and title has passed to such Borrower or Subsidiary Guarantor;

(iii) For which Collateral Agent has a first priority perfected security interest in such Inventory and all documents of title with respect to such Inventory by either of the following: (x) the Administrative Agent shall have in its possession true and correct originals of all applicable negotiable bills of lading covering such Inventory or (y) (i) the Administrative Agent shall be named as the consignee on non-negotiable bills of lading covering such Inventory and (ii) the Agent shall have received a duly executed bailee agreement from each applicable broker, freight forwarder, bailee or carrier for such Inventory, in form and substance satisfactory to the Administrative Agent; provided, however, that in the event of any change in law or judicial interpretation thereof the Collateral Agent reasonably believes that any additional actions are required by the Borrower or Subsidiary Guarantor in order to ensure that the Collateral Agent has a first priority, perfected security interest in such Inventory, the Borrower or such Subsidiary Guarantor shall be required to take such actions in order for such Inventory to satisfy this clause (b)(iii);

(iv) Which, at such time, (A) a UCC financing statement naming the Collateral Agent as secured party is on file in the appropriate UCC filing office and (B) is not subject to any Liens in favor of Persons other than the Collateral Agent (other than any Permitted Liens);

(v) Which is insured in accordance with the terms of this Agreement; and

- (vi) Which otherwise would constitute Eligible Inventory;

provided, that at any time, Eligible In-Transit Inventory (other than Eligible In-Transit Inventory which is in transit from one location of the Borrower or a Subsidiary Guarantor to another location of the Borrower or a Subsidiary Guarantor) shall not exceed 15% (or during the period from October 1 through December 31 of any Fiscal Year, 30%) of Eligible Inventory at such time.

“**Eligible Inventory**” means, as of the date of determination thereof, without duplication, (a) Eligible In-Transit Inventory and (b) items of Inventory of the Borrower or a Subsidiary Guarantor that are finished goods, merchantable and readily saleable to the public in the ordinary course deemed by the Administrative Agent in its reasonable discretion to be eligible for inclusion in the calculation of the Borrowing Base, in each case that, except as otherwise agreed by the Administrative Agent, complies with each of the representations and warranties respecting Inventory made by the Borrower and the Subsidiary Guarantors in the Loan Documents, and that is not excluded as ineligible by virtue of one or more of the criteria set forth below. The following items of Inventory shall not be included in Eligible Inventory:

- (a) Inventory that is not solely owned by the Borrower or a Subsidiary Guarantor;
- (b) Inventory that is leased by or is on consignment to the Borrower or a Subsidiary Guarantor or as to which the Borrower or a Subsidiary Guarantor does not have good and valid title thereto;
- (c) Inventory (other than Eligible In Transit Inventory or Inventory which is the subject of an Eligible Letter of Credit) that is not located (x) in the United States of America (excluding Puerto Rico and other territories or possessions of the United States) or (y) at a location that is owned or leased by the Borrower or a Subsidiary Guarantor, except, in the case of clause (y), to the extent that the Borrower or the Subsidiary Guarantors have furnished the Administrative Agent with (i) any UCC financing statements or other documents that the Administrative Agent may determine to be necessary to perfect its security interest in such Inventory at such location, and (ii) after the period provided therefor in Schedule 6.19, a Collateral Access Agreement executed by the Person owning such location on terms reasonably acceptable to the Administrative Agent against the Eligible Inventory held at such location; provided, that in order for Inventory at a location to be deemed Eligible Inventory, after the period provided therefor in Schedule 6.19, Collateral Access Agreements are strictly required if such location is a distribution center or warehouse (excluding any warehouse or other storage facility utilized by a store location for storage of inventory after shipment from a distribution center if the Cost of Inventory at such warehouse or other storage facility is less than \$2.0 million), and for locations other than distribution centers and warehouses, such a Collateral Access Agreement shall be so required after the period provided therefor in Schedule 6.19 only if the Cost of the Inventory at such location is greater than \$2.0 million;
- (d) Inventory that is comprised of goods which (i) are damaged, defective, “seconds,” or otherwise unmerchantable, (ii) are to be returned to the vendor, (iii) are obsolete or slow moving, or custom items, work-in-process, raw materials, or that constitute spare parts, promotional, marketing, packaging and shipping materials or supplies used or consumed in the Borrower’s or a Subsidiary Guarantor’s business, (iv) are not in compliance with all standards imposed by any Governmental Authority having regulatory authority over such Inventory, its use or sale, (v) are vendor serviced merchandise not reflected in the stock ledger, (vi) are bill and

hold goods, (vii) are “zero-quantity” or “zero-cost” items, or (viii) constitute foreign exchange rate (FX) losses reclassified to Inventory;

(e) Inventory that (i) is not subject to a perfected first-priority security interest in favor of the Collateral Agent for its own benefit and the ratable benefit of the other Credit Parties or (ii) is subject to any Lien other than ~~a Permitted Liens solely of the type described in Sections 7.01(a), 7.01(c) and 7.01(d);~~

(f) Inventory that consists of samples, labels, bags, packaging, and other similar non-merchandise categories;

(g) Inventory that is not insured in compliance with the provisions of Section 6.07 hereof;

(h) Inventory that has been sold but not yet delivered or as to which the Borrower or a Subsidiary Guarantor has accepted a deposit;

(i) Inventory that is subject to any licensing, patent, royalty, trademark, trade name or copyright agreement with any third party from which the Borrower or any of its Subsidiaries has received notice of a dispute in respect of any such agreement, which would materially interfere with the use of such license, patent, trademark, trade name or copyright by the Borrower or any of its Subsidiaries; or

(j) Inventory acquired in an acquisition permitted under Section 7.03, unless and until the Collateral Agent has completed or received (i) an appraisal of such Inventory from appraisers satisfactory to the Collateral Agent, establishes an inventory advance rate and Inventory Reserves (if applicable) therefor, and otherwise agrees that such Inventory shall be deemed Eligible Inventory, and (ii) such other due diligence as the Agents may require, all of the results of the foregoing to be reasonably satisfactory to the Agents.

“**Eligible Letter of Credit**” means, as of any date of determination thereof, a Commercial Letter of Credit which supports the purchase of Inventory, (a) which Inventory does not constitute Eligible In-Transit Inventory and for which no documents of title have then been issued; (b) which Inventory otherwise would constitute Eligible Inventory, (c) which Commercial Letter of Credit has an expiry within forty-five (45) days of the date of determination, and (d) which Commercial Letter of Credit provides that it may be drawn only after the Inventory is completed and after documents of title have been issued for such Inventory reflecting the Borrower, a Subsidiary Guarantor, or the Collateral Agent as consignee of such Inventory.

“**Enhanced Collateral Trigger Event**” means that Excess Availability is less than 17.5% of the lesser of (i) the Borrowing Base and (ii) the Aggregate Commitments. For purposes of this Agreement, the occurrence of an Enhanced Collateral Trigger Event shall be deemed continuing until Excess Availability has equaled or exceeded 17.5% of the lesser of (i) Borrowing Base and (ii) the Aggregate Commitments for 30 consecutive days, in which case an Enhanced Collateral Trigger Event shall no longer be deemed to be continuing for purposes of this Agreement.

“**Environmental Laws**” means any and all Federal, state, local and foreign statutes, laws, regulations, ordinances, rules, common law, judgments, orders, decrees, permits, concessions, grants, franchises or licenses, relating to pollution or the protection of the environment or the Release or threat of Release of any hazardous substances, materials or wastes (including Hazardous Materials) into the

environment or human health (to the extent related to exposure to Hazardous Materials), or generation, storage, treatment, transport or handling of any Hazardous Materials.

“**Environmental Liability**” means any liability, whether pending or threatened (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower, any other Loan Party or any of their respective Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“**Environmental Permit**” means any permit, approval, identification number, license or other authorization required under any Environmental Law.

“**Equity Interests**” means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

“**ERISA Affiliate**” means any entity under common control with Holdings and the Borrower and which Holdings or the Borrower would be treated as a single employer within the meaning of Section 414 of the Code or Section 4001(a)(14) of ERISA.

“**ERISA Event**” means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by Holdings, the Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) with respect to any Pension Plan, a failure to satisfy the minimum funding standard under Sections 412 and 430 of the Code or Sections 302 and 303 of ERISA, whether or not waived; (d) a determination that any Pension Plan is, or is expected to be, in “at-risk” status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code); (e) a complete or partial withdrawal (within the meanings of Sections 4203 and 4205 of ERISA) by Holdings, the Borrower or any ERISA Affiliate from a Multiemployer Plan or receipt by Holdings or the Borrower of notice from any Multiemployer Plan that it is insolvent (within the meanings of Section 4245 of ERISA) or in “endangered” or “critical” status (within the meaning of Section 432 of the Code or Section 305 of ERISA); (f) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Section 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate under Section 4042 of ERISA a Pension Plan or Multiemployer Plan; (g) the appointment of a trustee to administer under Section 4042 of ERISA any Pension Plan or Multiemployer Plan; or (h) with respect to any Pension Plan the imposition

of a lien or the posting of a bond or other security pursuant to Section 436(f) of the Code or Section 206(g)(5) of ERISA.

“**EU Bail-In Legislation Schedule**” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

“**Event of Default**” has the meaning specified in Section 8.01. An “Event of Default” shall be deemed to be continuing unless and until that Event of Default has been duly waived as provided in Section 11.01.

“**Excess Availability**” means, as of any date of determination thereof by the Administrative Agent, the result, if a positive number, of:

- (a) The lesser of:
 - (i) the Borrowing Base; or
 - (ii) the Aggregate Commitments; minus
- (b) The aggregate of the outstanding Credit Extensions.

“**Excess Swing Line Loans**” has the meaning specified in Section 2.14(a).

“**Excluded Account**” means any (a) deposit account which is used solely for purposes of funding payroll, payroll taxes, employee benefit payments, (b) deposit accounts which are zero balance accounts, (c) other controlled disbursement accounts, (d) escrow, trust or other fiduciary accounts, (e) petty cash accounts, (f) deposit accounts to the extent holding funds from unredeemed gift cards, (g) cash collateral accounts securing obligations to the extent permitted to be cash collateralized hereunder and (h) other deposit accounts with a demand deposit balance not exceeding \$10,000 individually and \$100,000 in the aggregate at any time.

“**Excluded Property**” means (i) any permit, lease, license or contract held by any Loan Party that validly prohibits the creation by such Loan Party of a security interest therein; (ii) any property or assets held by any Loan Party to the extent that any requirement of Law applicable thereto prohibits the creation of a security interest therein; (iii) equipment owned by any Loan Party on the date hereof or hereafter acquired that is subject to a Lien securing indebtedness incurred for purposes of financing such item of equipment (a “**Purchase Money Obligation**”) or Capital Lease Obligation permitted to be incurred pursuant to Section 7.02 if the contract or other agreement in which such Lien is granted (or the documentation providing for such Purchase Money Obligation or Capital Lease Obligation) validly prohibits the creation of any other Lien on such equipment; and (iv) any property for which attaching a security interest would result in the forfeiture of the applicable Loan Party’s rights over the property (including any intent-to-use application for trademark or service mark registration prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use trademark or service mark application under applicable federal law); provided, that (a) such property shall constitute “Excluded Property” only to the extent and for so long as, in each case described in clauses (i) through (iv) of this definition, such permit, lease, license, contract or other agreement, requirement of Law, or negative pledge provision applicable thereto validly prohibits the creation of a Lien on such property in favor of the Collateral Agent (after giving effect to Sections 9-406, 9-407(a), 9-408, and 9-409 of the UCC or other similar provisions of

applicable law) and, upon the termination of such prohibition (howsoever occurring), such property shall cease to constitute “Excluded Property” and (b) Excluded Property shall not include any proceeds, substitutions or replacements of any Excluded Property (unless such proceeds, substitutions or replacements would otherwise constitute Excluded Property). Except with respect to the Swedish Pledge Agreement and as specified by the Collateral Agent, no Loan Party shall be required to take any action under the Law of any non-U.S. jurisdiction to create or perfect a security interest in any assets located outside the United States or any other assets that require such action, including any intellectual property registered in any non-U.S. jurisdiction (and no security agreements or pledge agreements governed under the Laws of any non-U.S. jurisdiction shall be required), including any intellectual property registered in any non-U.S. jurisdiction (and no security agreements or pledge agreements governed under the Laws of any non-U.S. jurisdiction shall be required).

“**Excluded Swap Obligation**” means, with respect to any Loan Party, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Loan Party of, or the grant by such Loan Party of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Loan Party’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time such Loan Party’s obligations under the last paragraph of Section 10.01 become effective with respect to such related Swap Obligation.

“**Excluded Taxes**” means, with respect to the Agents, any Lender, each L/C Issuer or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) taxes imposed on or measured by its overall net income (however denominated), franchise taxes imposed on it (in lieu of net income taxes) and branch profits taxes, in each case, (i) imposed as a result of such recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Borrower under Section 11.13), any U.S. federal withholding tax to the extent imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new Lending Office) except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from the Borrower with respect to such withholding tax pursuant to Section 3.01; (c) taxes attributable to a recipient’s failure to comply with Section 3.01(g), 3.01(h) or 3.01(i) and (d) any tax imposed under FATCA.

“**Existing Letters of Credit**” means the Letters of Credit set forth on Schedule 2.03.

“**Facility**” means the Commitments, Loans and other Credit Extensions under this Agreement.

“**FATCA**” means Sections 1471 through 1474 of the Code, as of the date of this Agreement, (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations promulgated thereunder or official interpretations thereof, any agreement entered into pursuant to Section 1471(b)(1) of the Code, any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to such intergovernmental agreement.

“**Federal Funds Effective Rate**” means, for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions (as determined in such manner as shall be set forth on the NYFRB’s Website from time to time) and published on the next succeeding Business

Day by the NYFRB as the effective federal funds rate, provided that, if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

“**Fee Letter**” means the letter agreement, dated as of the date hereof, among the Borrower and Eclipse, as such letter agreement may from time to time be amended, restated, supplemented or otherwise modified from time to time.

“**Fee Recipient**” means any Person (other than the Administrative Agent in its capacity as such) that will be entitled to receive any payment of fees (however denominated), including, without limitation, any Commitment Fee or any Letter of Credit Fee.

“**First Priority**” means, with respect to any Lien purported to be created on any Collateral pursuant to any Collateral Document, that such Lien is the most senior Lien to which such Collateral is subject (subject to, in the case of Mortgages, Permitted Encumbrances).

“**Fiscal Month**” means any fiscal month of any Fiscal Year.

“**Fiscal Quarter**” means any fiscal quarter of any Fiscal Year.

“**Fiscal Year**” means any period of twelve consecutive Fiscal Months ending on the Saturday closest to March 31 in each calendar year (except for 53-week years).

“**Flood Documentation**” means, with respect to each Mortgaged Property located in the United States or any territory thereof, (i) a completed “life-of-loan” Federal Emergency Management Agency standard flood hazard determination (together with a notice about Special Flood Hazard Area status and flood disaster assistance duly executed by the Borrower and the applicable Loan Party relating thereto) and (ii) a copy of, or a certificate as to coverage under, and a declaration page relating to, the insurance policies required by Section 6.07 hereof and the applicable provisions of the Collateral Documents, each of which shall (A) be endorsed or otherwise amended to include a “standard” or “New York” lender’s loss payable or mortgagee endorsement (as applicable), (B) name the Collateral Agent, on behalf of the Credit Parties, as additional insured and loss payee/mortgagee and (C) identify the address of each property located in a Special Flood Hazard Area, the applicable flood zone designation and the flood insurance coverage and deductible relating thereto and (iii) be otherwise in form and substance reasonably satisfactory to the Administrative Agent.

“**Flood Insurance Laws**” means, collectively, (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (iii) the National Flood Insurance Reform Act of 1994 as now or hereafter in effect or any successor statute thereto and (iv) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto.

“**Floor**” means 2.00%.

“**Foreign Lender**” means any Lender or L/C Issuer that is not, for U.S. federal income tax purposes, (a) an individual who is a citizen or resident of the United States, (b) a corporation, partnership or other entity treated as a corporation or partnership created or organized in or under the laws of the United States, or any political subdivision thereof, (c) an estate whose income is subject to U.S. federal income taxation regardless of its source or (d) a trust if a court within the United States is able to exercise primary supervision over the administration of such trust and one or more United States persons have the

authority to control all substantial decisions of such trust. In addition, solely for purposes of clause (b) of the definition of “Excluded Taxes”, a Foreign Lender shall include a partnership or other entity treated as a partnership created or organized in or under the laws of the United States, or any political subdivision thereof, but only to the extent the partners of such partnership (including indirect partners if the direct partners are partnerships or other entities treated as partnerships for U.S. federal income tax purposes created or organized in or under the laws of the United States, or any political subdivision thereof) are treated as Foreign Lenders under the preceding sentence.

“**Foreign Plan**” means any employee benefit plan, program, policy, arrangement or agreement maintained or contributed to by, or entered into with, Holdings, the Borrower or any Subsidiary with respect to employees employed by Holdings, the Borrower or any Subsidiary outside the United States that is not subject to the laws of the United States.

“**Foreign Subsidiary**” means any Subsidiary that is not a Domestic Subsidiary.

“**FRB**” means the Board of Governors of the Federal Reserve System of the United States.

“**Fund**” means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

“**GAAP**” means generally accepted accounting principles in the United States, as in effect from time to time; provided, however, that if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof (including through the adoption of IFRS) on the operation of such provisions (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof (including through the adoption of IFRS), then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

“**Governmental Authority**” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“**Guarantee**” means, as to any Person, without duplication (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the “**primary obligor**”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other monetary obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other monetary obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other monetary obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance thereof or to protect such obligee against loss in

respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other monetary obligation of any other Person, whether or not such Indebtedness or other monetary obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien); provided that the term “Guarantee” shall not include endorsements for collection or deposit, in either case in the ordinary course of business. The amount of any Guarantee shall be deemed to be an amount equal to, with respect to clause (a) above, the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith or, with respect to clause (b) above, the fair market value of the property subject to (or contemplated to be subject to) such Lien as determined by the guaranteeing Person in good faith. The term “Guarantee” as a verb has a corresponding meaning.

“**Guarantors**” means, collectively, Holdings and each Domestic Subsidiary of the Borrower.

“**Guaranty**” means the guaranty contained in Article X hereof made by the Guarantors in favor of the Credit Parties.

“**Hazardous Materials**” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated or defined as hazardous or toxic (or words of similar import) pursuant to any Environmental Law.

“**Holdings**” has the meaning specified in the Preliminary Statements.

“**IFRS**” means International Financial Reporting Standards and applicable accounting requirements set by the International Accounting Standards Board or any successor thereto (or the Financial Accounting Standards Board, the Accounting Principles Board of the American Institute of Certified Public Accountants, or any successor to either such Board, or the SEC, as the case may be), as in effect from time to time.

“**Indebtedness**” means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(b) the maximum amount (after giving effect to any prior drawings or reductions that may have been reimbursed) of all **outstanding direct or contingent obligations of such Person arising under** letters of credit (including standby and commercial letters of credit), bankers’ acceptances, bank guaranties, surety bonds and similar instruments ~~issued or created by or for the account of such Person;~~

(c) net obligations of such Person under ~~any-Swap~~ **Contract Contracts**;

(d) all obligations of such Person to pay the deferred purchase price of property or services (other than (i) trade accounts payable in the ordinary course of business which are being disputed in good faith by appropriate proceedings or which are not past due for more than 120 days after the date on which such trade account was created, (ii) any bona fide earn-out

obligation or purchase price adjustment until such obligation is not paid after becoming due and payable and (iii) ~~accruals~~accounts for payroll and other liabilities in the ordinary course of business);

(e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(f) all Attributable Indebtedness in respect of Capital Lease Obligations and Synthetic Lease Obligations of such Person and all Synthetic Debt of such Person;

(g) all obligations of such Person to in respect of Disqualified Equity Interests; and

(h) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is non-recourse to such Person. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of outstanding Indebtedness as of any date shall be the principal amount or accreted value thereof at such date.

“Indemnified Taxes” means Taxes other than Excluded Taxes imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document.

“Indemnitee” has the meaning specified in Section 11.04(b).

“Independent Financial Advisor” means an accounting, appraisal, investment banking firm or consultant of nationally recognized standing that is, in the good faith judgment of the Borrower, qualified to perform the task for which it has been engaged and that is independent of the Borrower and its Affiliates.

“Information” has the meaning specified in Section 11.07.

“Intellectual Property” means all present and future: trade secrets, know-how and other proprietary information; trademarks, internet domain names, service marks, trade dress, trade names, business names, designs, logos, slogans, indicia of origin, and other source and/or business identifiers, and all registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights and copyright applications; unpatented inventions (whether or not patentable); patents and patent applications; license agreements related to any of the foregoing; all other intellectual property; and all common law and other rights throughout the world in and to all of the foregoing.

“Intercreditor Agreement” means the Intercreditor Agreement, dated as of the date hereof, by and among the Collateral Agent and the Term Loan Agent, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“Interest Payment Date” means (a) with respect to any Base Rate Loan (including a Swing Line Loan), the first Business Day after the end of each calendar month, upon any prepayment and the

Scheduled Maturity Date, (b) [reserved], and (c) with respect to any Term Benchmark Loan, the first day of each calendar month, upon any prepayment and the Scheduled Maturity Date.

“**Inventory**” has the meaning given that term in the UCC, and shall also include, without limitation, all: (a) goods which (i) are leased by a Person as lessor, (ii) are held by a Person for sale or lease or to be furnished under a contract of service, (iii) are furnished by a Person under a contract of service, or (iv) consist of raw materials, work in process, or materials used or consumed in a business; (b) goods of said description in transit; (c) goods of said description which are returned, repossessed or rejected; and (d) packaging, advertising, and shipping materials related to any of the foregoing.

“**Inventory Component**” means (a) Eligible Inventory, net of Inventory Reserves, valued at cost, multiplied by (b) the Appraised Value Percentage, multiplied by 100%.

“**Inventory Reserves**” means such reserves as may be established from time to time by the Administrative Agent in the Administrative Agent’s reasonable discretion which negatively affect the saleability, at retail, of the Eligible Inventory or which reflect such other factors as negatively affect the market value of the Eligible Inventory. Without limiting the generality of the foregoing, Inventory Reserves may include (but are not limited to) reserves based on:

- (a) Obsolescence;
- (b) Seasonality;
- (c) [reserved];
- (d) [reserved];
- (e) Change in Inventory character;
- (f) Change in Inventory composition;
- (g) Change in Inventory mix;
- (h) Markdowns (both permanent and point of sale);
- (i) Retail markdowns and markups inconsistent with prior period practice and performance, industry standards, current business plans or advertising calendar and planned advertising events; and
- (j) Out-of-date and/or expired Inventory.

“**Investment**” means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or interest in, another Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the assets of another Person or of the assets of another Person that constitute a discrete business unit. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested (measured at the time made (which, in the case of any Investment constituting the contribution of an asset or property, shall be based on the Borrower’s good faith estimate of the fair market value of such asset or property at the time

such Investment is made)), without adjustment for subsequent changes in the value of such Investment, net of any return representing a return of capital with respect to such Investment.

“**IRS**” means the United States Internal Revenue Service.

“**ISDA Definitions**” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.

“**ISP**” means, with respect to any Letter of Credit, the “International Standby Practices 1998” published by the Institute of International Banking Law & Practice (or such later version thereof as may be in effect at the time of issuance).

“**Issuer Documents**” means with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by any L/C Issuer and the Borrower (or any Subsidiary Guarantor) or in favor of such L/C Issuer and relating to any such Letter of Credit.

“**Landlord Lien State**” means such state(s) in which a landlord’s claim for rent has priority over the lien of the Collateral Agent in any of the Collateral (including, without limitation, Virginia, Pennsylvania, and Washington).

“**Laws**” means, collectively, all international, foreign, Federal, state and local statutes, laws (including common law), treaties, rules, guidelines, regulations, judgments, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“**L/C Credit Extension**” means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof.

“**L/C Issuer**” means Wells Fargo Bank, National Association, BMO, Capital One, Truist Bank, or any other Person that, at the request of Borrower and with the consent of the Administrative Agent, agrees, in such Person’s sole discretion to become an L/C Issuer for the purpose of issuing Letters of Credit pursuant to Section 2.03.

“**L/C Obligations**” means, as at any date of determination, the aggregate undrawn amount available to be drawn under all outstanding Letters of Credit plus the aggregate of all Unreimbursed Amounts, including all Letter of Credit Disbursements. For purposes of computing the amounts available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.07. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be “outstanding” in the amount so remaining available to be drawn.

“**Lease**” means any agreement, whether written or oral, no matter how styled or structured, pursuant to which a Loan Party is entitled to the use or occupancy of any space in a structure, land, improvements or premises for any period of time.

“**Lender**” has the meaning specified in the introductory paragraph hereto and their respective successors and assigns as permitted hereunder, each of which is referred to herein as a “**Lender**”; as the context requires, the term “**Lender**” includes the Swing Line Lender.

“**Lending Office**” means, as to any Lender, the office or offices of such Lender described as such in such Lender’s Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent.

“**Letter of Credit**” means any letter of credit issued hereunder.

“**Letter of Credit Application**” means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by any L/C Issuer.

“**Letter of Credit Collateralization**” means any of the following, at the option of the Borrower:

(a) providing cash collateral (pursuant to documentation reasonably satisfactory to the Administrative Agent (including that the Administrative Agent has a first priority perfected Lien in such cash collateral) to be held by the Administrative Agent for the benefit of the Revolving Lenders in an amount equal to 105% of the then existing Letter of Credit Usage;

(b) delivering to the Administrative Agent documentation executed by all beneficiaries under the Letters of Credit, in form and substance reasonably satisfactory to the Administrative Agent and the applicable L/C Issuer, terminating all of such beneficiaries’ rights under the Letters of Credit;

(c) providing the Administrative Agent with a standby letter of credit, in form and substance reasonably satisfactory to the Administrative Agent, from a commercial bank acceptable to the Administrative Agent (in its sole discretion) in an amount equal to 105% of the then existing Letter of Credit Usage; or

(d) the Borrower making other arrangements with respect to the Letters of Credit of the applicable L/C Issuer satisfactory to such L/C Issuer in its sole discretion.

“**Letter of Credit Disbursement**” means a payment made by an L/C Issuer pursuant to a Letter of Credit.

“**Letter of Credit Expiration Date**” means the day that is five days prior to the Scheduled Maturity Date or, if such day is not a Business Day, the next preceding Business Day.

“**Letter of Credit Fee**” has the meaning specified in Section 2.09(c).

“**Letter of Credit Sublimit**” means an amount equal to \$15.0 million. The Letter of Credit Sublimit is part of, and not in addition to, the Aggregate Commitments. A permanent reduction of the Aggregate Commitments shall not require a corresponding pro rata reduction in the Letter of Credit Sublimit; provided, however, that if the Aggregate Commitments are reduced to an amount less than the Letter of Credit Sublimit, then the Letter of Credit Sublimit shall be reduced to an amount equal to (or, at the Borrower’s option, less than) the Aggregate Commitments.

“**Lien**” means any mortgage, pledge, hypothecation, collateral assignment, encumbrance, lien (statutory or other), charge, preference, or priority in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right

of way or other encumbrance on title to Real Estate, and any capital lease having substantially the same economic effect as any of the foregoing).

“**Liquidation**” means the exercise by the Administrative Agent or Collateral Agent of those rights and remedies accorded to such Agents under the Loan Documents and applicable Law as a creditor of the Loan Parties with respect to the realization on the Collateral, including (after the occurrence and continuation of an Event of Default) the conduct by the Loan Parties acting with the consent of the Administrative Agent, of any public, private or going out of business sale or other disposition of the Collateral for the purpose of liquidating the Collateral. Derivations of the word “Liquidation” (such as “Liquidate”) are used with like meaning in this Agreement.

“**Loan**” means an extension of credit by a Lender to the Borrower under Article II in the form of a Committed Loan or any Swing Line Loan.

“**Loan Account**” has the meaning assigned to such term in Section 2.11(a).

“**Loan Documents**” means, collectively, (a) this Agreement, (b) [reserved], (c) the Collateral Documents, (d) the Fee Letter, (e) [reserved] and (f) any agreement entered into after the Closing Date between or among the Borrower, the Administrative Agent and/or any other Credit Party or any of their Affiliates in connection with this Agreement or any transactions contemplated hereby which, in the case of this clause (f), is specified by its terms as a “Loan Document” hereunder.

“**Loan Parties**” means, collectively, the Borrower and each Guarantor.

“**Material Adverse Effect**” means (a) any change, circumstance, event or effect that would be materially adverse to the assets, liabilities, business, financial condition or results of operations of Holdings and its Subsidiaries taken as a whole; (b) a material impairment of the rights and remedies of the Administrative Agent, the Collateral Agent or any Lender under any Loan Document, or of the ability of any of Holdings, the Borrower or any Subsidiary to perform its obligations under any Loan Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any of Holdings, the Borrower or any Subsidiary of any Loan Document to which it is a party; ~~or (d) a material adverse effect on the ability of the Loan Parties, taken as a whole, to perform their payment obligations to the Lenders, in each case, under the Loan Documents;~~ provided, that, the Chapter 11 Cases, the entry of the Confirmation Order and the facts disclosed publicly in the filings made in connection therewith and the consummation of the Approved Plan of Reorganization in accordance with such Approved Plan of Reorganization shall not constitute a Material Adverse Effect.

“**Material Indebtedness**” means Indebtedness (other than the Obligations) of any of Holdings or any of its Subsidiaries in an aggregate principal amount exceeding \$~~10.0~~15.0 million; ~~provided that the Term Facility shall be deemed to be Material Indebtedness for all such Persons.~~ For purposes of determining the amount of Material Indebtedness at any time, the amount of the obligations in respect of any Swap Contract at such time shall be calculated at the Swap Termination Value thereof.

“**Material Intellectual Property**” means any Intellectual Property that, individually or in the aggregate, is material to the operation of the business of the Borrower and its Subsidiaries, taken as a whole.

“**Material Subsidiary**” means, at any date of determination, any Subsidiary or group of Subsidiaries (a) whose total assets at the last day of the most recently ended ~~fiscal quarter~~Measurement Period were equal to or greater than 5% of the ~~consolidated~~Consolidated total assets of Holdings and

its Subsidiaries at such date, or (b) whose gross revenues for such ~~the most recently ended four consecutive fiscal quarter period~~ Measurement Period were equal to or greater than 5% of the ~~consolidated~~ Consolidated gross revenues of Holdings and its Consolidated Subsidiaries for such period, in each case determined in accordance with GAAP.

“Maximum Rate” has the meaning specified in Section 11.09.

“Measurement Period” means, at any date of determination, the most recently completed four consecutive Fiscal Quarters of Holdings and its Subsidiaries for which financial statements pursuant to Section 6.01(a) or ~~(a)~~ (b) have been, or were required to have been, delivered for the applicable fiscal period.

“Moody’s” means Moody’s Investors Service, Inc. and any successor thereto.

“Mortgage” means any deed of trust, trust deed, deed to secure debt, mortgage or other similar instrument, as applicable, creating a real property Lien on and security interest in Real Estate in favor of Collateral Agent on behalf of the Credit Parties, in each case in form and substance reasonably satisfactory to the Administrative Agent and its counsel.

“Mortgage Policy” has the meaning specified in Section 6.12(b).

“Mortgaged Property” means each parcel of Real Estate owned in fee by any Loan Party, if any, which shall be subject to a Mortgage pursuant to Section 6.12.

“Multiemployer Plan” means a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA, to which Holdings, the Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions on behalf of participants who are or were employed by any of them.

“Net Cash Proceeds” means with respect to any Disposition by the Borrower or any of its Subsidiaries, the excess, if any, of (a) the sum of cash and Cash Equivalents received in connection with such transaction (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received) over (b) the sum of (i) the principal amount of any Indebtedness (plus any premium or other required payment on account thereof) that is secured by a Lien having priority over the Lien of the Collateral Agent (if any) on the applicable asset and that is required to be repaid in connection with such transaction (other than Indebtedness under the Loan Documents, but including, the payment of the proceeds from any Term Priority Collateral in reduction of the Indebtedness under the Term Facility) and (ii) the reasonable out-of-pocket expenses incurred by Borrower or such Subsidiary in connection with such transaction.

“Notes” means the promissory notes of the Borrower substantially in the form of Exhibit E, each payable to a Lender, evidencing the Loans made by the Lenders, as each may be amended, supplemented or modified from time to time.

“Notice of Borrowing” means a notice of a Borrowing, which, if in writing, shall be substantially in the form of Exhibit A-1.

“NPL” means the National Priorities List under CERCLA.

“NYFRB” means the Federal Reserve Bank of New York.

“**NYFRB Rate**” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day to the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“**NYFRB’s Website**” means the website of the NYFRB at <http://www.newyorkfed.org>, or any successor source.

“**Obligations**” means all debts (including principal, interest, fees, costs, and expenses), liabilities, obligations, covenants, indemnities, and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan or Letter of Credit (including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral therefor), whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

“**Organization Documents**” means (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, limited partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

“**Other Connection Taxes**” means, with respect to any Agents, any Lender, each L/C Issuer or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, Taxes imposed as a result of a present or former connection between such recipient and the jurisdiction imposing such Tax (other than connections arising from such recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

“**Other Taxes**” means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies (including any interest, additions to tax or penalties applicable thereto) arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

“**Outstanding Amount**” means (a) with respect to Committed Loans and Swing Line Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Committed Loans and Swing Line Loans, as the case may be, occurring on such date; and (b) with respect to any L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other

changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements by the Borrower of Unreimbursed Amounts.

“**Overadvance**” means a Credit Extension to the extent that, immediately after its having been made, Excess Availability is less than zero.

“**Overnight Bank Funding Rate**” means, for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in Dollars by U.S.-managed banking offices of depository institutions (as such composite rate shall be determined by the NYFRB as set forth on the NYFRB’s Website from time to time) and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

“**Participant**” has the meaning specified in Section 11.06(d).

“**Participant Register**” has the meaning specified in Section 11.06(d).

“**Payment**” has the meaning specified in Section 9.18(a).

“**Payment Conditions**” means, and will be deemed to be satisfied with respect to any particular action as to which the satisfaction of the Payment Conditions is being determined if, after giving effect to the taking of such action:

(a) no Default or Event of Default then exists or would arise as a result of entering into such transaction or the making such payment;

(b) Excess Availability for each day in the ~~90~~60-day period prior to such action and on the date of such proposed action (after giving pro forma effect to such payment or transaction) would exceed 25% of the lesser of (i) the Borrowing Base and (ii) the Aggregate Commitments; and

(c) the Administrative Agent has received a certificate from a Responsible Officer of Borrower certifying as to the calculations and satisfaction of the conditions set forth in foregoing clauses (a) and (b) above, which calculations shall be true and correct in all material respects.

“**Payment Notice**” has the meaning specified in Section 9.18(b).

“**PBGC**” means the Pension Benefit Guaranty Corporation.

“**PCAOB**” means the Public Company Accounting Oversight Board.

“**Pension Plan**,” means any “employee pension benefit plan” (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Section 412 of the Code or Title IV of ERISA and is sponsored or maintained by Holdings, the Borrower or any ERISA Affiliate or to which Holdings, the Borrower or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five plan years on behalf of participants who are or were employed by any of them.

“**Perfection Certificate**” means a certificate in the form of Exhibit H-1 or any other form approved by the Collateral Agent, as the same shall be supplemented from time to time by a Perfection Certificate Supplement or otherwise.

“**Perfection Certificate Supplement**” means a certificate supplement in the form of Exhibit H-2 or any other form approved by the Collateral Agent.

“**Permitted Encumbrances**” has the meaning specified in the Mortgages.

“**Permitted Holdco Debt**” means Indebtedness of Holdings that (a) is not subject to any Guarantee by the Borrower or any other Subsidiary, (b) will not mature prior to the date that is 180 days after the Scheduled Maturity Date, (c) has no scheduled amortization or mandatory redemption of principal (excluding customary offers to purchase under certain circumstances, such as a “change in control”) prior to the date that is 180 days after the Scheduled Maturity Date, (d) does not require or permit payments in cash of interest or other amounts in the nature of interest prior to the date that is 180 days after the Scheduled Maturity Date, (e) is subordinated to the Obligations on terms reasonably acceptable to the Administrative Agent, (f) is unsecured, (g) is not convertible into or exchangeable for any Indebtedness or Equity Interests other than Equity Interests in Holdings (other than Disqualified Equity Interests) on market terms, (h) has covenants, defaults and remedies provisions customary for senior discount notes of an issuer that is the parent of a borrower under senior credit facilities, and (i) the net proceeds from which are contributed by Holdings to the Borrower or any of the Subsidiaries for its general corporate purposes.

~~“**Permitted Holders**” means [●].~~

“**Permitted Holders**” means (i) Closing Date Equity Holders and (ii) any person that, directly or indirectly, holds or acquires beneficial ownership of 100% on a fully diluted basis of the total voting power of the Voting Stock of Holdings, and of which no other any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such Person or its subsidiaries, and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan that in each case is not acting in concert with another Person), other than any of the other Permitted Holders, (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed to have “beneficial ownership” of all securities that such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an “option right”)) more than 50% of the equity securities of Holdings entitled to vote for members of the board of directors or equivalent governing body of Holdings on a fully-diluted basis (and taking into account all such securities that such “person” or “group” has the right to acquire pursuant to any option right).

“**Permitted Indebtedness**” has the meaning specified in Section 7.02.

“**Permitted Investor**” means any Fee Recipient that, with respect to all payments of fees (however denominated) to be paid under this Agreement or any other Loan Document, is entitled to a complete exemption from United States Federal withholding tax at the time such Person becomes a party to this Agreement (and absent a subsequent change in law, at all times thereafter); provided that any Person claiming an exemption with respect to fees pursuant to Internal Revenue Service Form W-8BEN or W-8BEN-E, as applicable, (directly or indirectly through Internal Revenue Service Form W-8IMY) will not be a Permitted Investor unless such exemption is based on the “business profits” or “other income” articles of a tax treaty to which the United States is a party; and provided further that a Person

shall not be a Permitted Investor unless it provides the Borrower and the Administrative Agent with one or more executed original copies (as requested by the Borrower or the Administrative Agent) of Internal Revenue Service Form W-9 (or its successor form) or the applicable Internal Revenue Service Form W-8 (or its successor form) no later than the date such Person becomes a party.

“**Permitted Lien**” has the meaning specified in Section 7.01.

“**Permitted Overadvance**” means an Overadvance made by the Administrative Agent, in its discretion, which:

- (a) Is made to maintain, protect or preserve the Collateral and/or the Credit Parties’ rights under the Loan Documents or which is otherwise for the benefit of the Credit Parties; or
- (b) Is made to enhance the likelihood of, or to maximize the amount of, repayment of any Obligation;
- (c) Is made to pay any other amount chargeable to any Loan Party hereunder; and
- (d) Together with all other Permitted Overadvances then outstanding, shall not
 - (i) exceed five percent (5%) of the Borrowing Base in the aggregate outstanding at any time or
 - (ii) unless a Liquidation is taking place, remain outstanding for more than forty-five (45) consecutive Business Days, or
 - (iii) be made on more than two occasions in any 180 day period;

provided, however, that the foregoing shall not (i) modify or abrogate any of the provisions of Section 2.03 regarding the Lenders’ obligations with respect to L/C Obligations, or (ii) result in any claim or liability against the Administrative Agent (regardless of the amount of any Overadvance) for “inadvertent Overadvances” (*i.e.*, where an Overadvance results from changed circumstances beyond the control of the Administrative Agent (such as a reduction in the collateral value)), and such “inadvertent Overadvances” shall not reduce the amount of Permitted Overadvances allowed hereunder, and provided further that in no event shall the Administrative Agent make an Overadvance, if after giving effect thereto, the principal amount of the Credit Extensions would exceed the Aggregate Commitments (as in effect prior to any termination of the Commitments pursuant to Section 2.06, hereof).

“**Permitted Protest**” means the protest by the Borrower or any Subsidiary of any Lien (other than any such Lien that secures the Obligations), taxes, or rental payment, provided that (a) a reserve with respect to such obligation is established on the books and records of the applicable Person in such amount (if any) to the extent required under GAAP, (b) any such protest is prosecuted diligently by the Borrower or such Subsidiary, as the case may be, in good faith, by appropriate proceedings, and (c) such protest effectively suspends collection of the contested obligation and enforcement of any Lien securing such obligation.

“**Permitted Refinancing Indebtedness**” means, with respect to any Person, any modification, refinancing, refunding, renewal or extension of any Indebtedness of such Person (or any successor of such Person) by such Person or its successor; provided, that (a) the principal or committed amount (or accreted value, if applicable) thereof does not exceed the sum of (i) the outstanding principal or committed amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed or extended plus (ii) prepayment premiums and other reasonable amounts paid, and fees (including original issue discount and upfront fees) and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal or extension, (b) other than with regard to Permitted Refinancing Indebtedness in respect of Indebtedness permitted pursuant to Section 7.02(e) or

Section 7.02(g), such modification, refinancing, refunding, renewal or extension has (i) a final maturity date equal to or later than the final maturity date of the Indebtedness being modified, refinanced, refunded, renewed or extended and (ii) a weighted average life to maturity equal to or greater than the weighted average life to maturity of the Indebtedness being modified, refinanced, refunded, renewed or extended, (c) if the Indebtedness being modified, refinanced, refunded, renewed or extended is Subordinated Indebtedness, such modification, refinancing, refunding, renewal or extension (i) is subordinated in right of payment to the Obligations on terms at least as favorable, taken as a whole, to the Lenders as those contained in the documentation governing the Subordinated Indebtedness being modified, refinanced, refunded, renewed or extended, (ii) does not require payments of cash interest prior to the date that is six months following the maturity date of the Indebtedness being refinanced in amounts greater than was required by the Indebtedness being refinanced, and (iii) contains covenants and events of default that are not more restrictive taken as a whole than the covenants and events of default contained in the documentation governing the Indebtedness being refinanced (as determined in good faith by the Borrower), and (d) no property of any Loan Party or Subsidiary shall constitute collateral security for the Indebtedness so modified, refinanced, refunded, renewed, or extended other than any Permitted Liens.

“**Person**” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, limited partnership, Governmental Authority or other entity.

“**Plan**” means any “employee benefit plan” (as such term is defined in Section 3(3) of ERISA) established or maintained by Holdings, the Borrower or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate.

“**Plan Asset Regulations**” means 29 CFR § 2510.3-101 et seq., as modified by Section 3(42) of ERISA, as amended from time to time.

“**Platform**” has the meaning specified in Section 6.02.

“**Pledge Agreement**” means the Pledge Agreement dated as of the date hereof, among the Loan Parties and the Collateral Agent, together with each other pledge agreement and pledge agreement supplement delivered pursuant to Section 6.12(a)(ii), as amended.

“**Pledged Debt**” means any debt instrument constituting Collateral under any of the Collateral Documents.

“**Pledged Equity**” means any certificated equity security constituting Collateral under any of the Collateral Documents.

“**Prepetition Appraisal**” means the inventory appraisal dated August 27, 2024 by Gordon Brothers Asset Advisors, LLC, provided by Borrower to the Administrative Agent prior to the Closing Date.

“**Prime Rate**” means the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the FRB in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the FRB (as determined by the

Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

“**PTE**” means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

“**Public Lender**” has the meaning specified in Section 6.02.

“**Real Estate**” means all Leases and all land, together with the buildings, structures, parking areas, and other improvements thereon, now or hereafter owned by any Loan Party.

“**Reference Time**” with respect to any setting of the then-current Benchmark means, (a) if such Benchmark is the Term SOFR Rate, 5:00 a.m. (Chicago time) on the day that is two (2) U.S. Government Securities Business Days preceding the date of such setting, (b) [reserved] or (c) if such Benchmark is not the Term SOFR Rate, the time determined by the Administrative Agent in its reasonable discretion.

“**Register**” has the meaning specified in Section 11.06(c).

“**Registered Public Accounting Firm**” has the meaning specified by the Securities Laws and shall be independent of Holdings and its Subsidiaries as prescribed by the Securities Laws.

“**Regulation T**” means Regulation T of the FRB, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“**Regulation U**” means Regulation U of the FRB, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“**Regulation X**” means Regulation X of the FRB, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“**Related Parties**” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person’s Affiliates.

“**Release**” means any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, dispersing, or migrating of any Hazardous Material into or through the environment.

“**Relevant Governmental Body**” means the FRB and/or the NYFRB, or a committee officially endorsed or convened by the FRB and/or the NYFRB or, in each case, any successor thereto.

“**Relevant Rate**” means with respect to any Term Benchmark Borrowing, the Term SOFR Rate.

“**Reportable Event**” means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period has been waived by regulation.

“**Reports**” has the meaning provided in Section 9.12(b).

“**Request for Credit Extension**” means (a) with respect to a Borrowing of Committed Loans, a Notice of Borrowing, (b) with respect to an L/C Credit Extension, a Letter of Credit Application, and (c) with respect to a Swing Line Loan, a Notice of Borrowing.

“**Required Lenders**” means, as of any date of determination, (a) if there are less than three Lenders at such time, all Lenders, and (b) if there are three or more Lenders at such time, (i) Lenders holding more than 50% of the Aggregate Commitments or, (ii) if the Aggregate Commitments of the Lenders to make Loans and the obligation of the Administrative Agent to cause the L/C Issuers to make L/C Credit Extensions have been terminated pursuant to Section 8.02, Lenders holding in the aggregate more than 50% of the Total Outstandings (with the aggregate amount of each Lender’s risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed “held” by such Lender for purposes of this definition); provided that the Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

“**Reserves**” means all (if any) Inventory Reserves and Availability Reserves.

“**Resolution Authority**” means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“**Responsible Officer**” means the chief executive officer, president, chief financial officer, chief administrative officer, any executive or senior vice president, vice president of finance and treasury, treasurer, assistant treasurer or controller of a Loan Party or any of the other officers designated in writing to the Administrative Agent by an existing Responsible Officer of a Loan Party as an authorized signatory of any certificate or other document to be delivered hereunder. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

“**Restricted Payment**” means any dividend or other distribution (whether in cash, securities or other property) by Holdings or any of its Subsidiaries with respect to any Equity Interest of Holdings or any of its Subsidiaries, or any payment by Holdings or any of its Subsidiaries (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such Equity Interest, or on account of any return of capital to ~~Holdings~~²Holdings or any of its Subsidiaries’ direct or indirect stockholders, partners or members (or the equivalent of any thereof).

“**S&P**” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, and any successor thereto.

“**Sanctioned Country**” means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (as of the Closing Date, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, Cuba, Iran, North Korea, Syria and the Crimea, Zaporizhzhia and Kherson Regions of Ukraine).

“**Sanctioned Person**” means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, or the U.S. Department of State or by the United Nations Security Council, the European Union or any European Union member state, His Majesty’s Treasury of the United Kingdom or other relevant sanctions authority, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b), or (d) any Person otherwise the subject of Sanctions.

“**Sanctions**” means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union, any European Union member state, His Majesty’s Treasury of the United Kingdom or other relevant sanctions authority.

“**Scheduled Maturity Date**” has the meaning specified in Section 2.07(a).

“**SEC**” means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

“**Second Priority**” means, with respect to any Lien purported to be created in any Term Priority Collateral pursuant to any Collateral Document, that such Lien is second in priority only to the Liens created under the Term Loan Documents in accordance with the Intercreditor Agreement (subject to (a) in the case of Mortgages, Permitted Encumbrances, and (b) otherwise, Permitted Liens).

“**Securities Act**” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“**Securities Laws**” means the Securities Act, the Securities Exchange Act of 1934, the Sarbanes-Oxley Act of 2002 (in each case, as amended), and the applicable accounting and auditing principles, rules, standards and practices promulgated, approved or incorporated by the SEC or the PCAOB.

“**Security Agreement**” means the Security Agreement dated as of the date hereof, among the Loan Parties and the Collateral Agent, together with each other security agreement and security agreement supplement delivered pursuant to Section 6.12(a)(ii), as amended.

“**Settlement Date**” has the meaning specified in Section 2.14(a).

“**Shrink**” means Inventory which has been lost, misplaced, stolen, or is otherwise unaccounted for.

“**SOFR**” means a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator.

“**SOFR Administrator**” means the NYFRB (or a successor administrator of the secured overnight financing rate).

“**SOFR Administrator’s Website**” means the NYFRB’s Website, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“**SOFR Determination Date**” has the meaning specified in the definition of “Daily Simple SOFR”.

“**SOFR Rate Day**” has the meaning specified in the definition of “Daily Simple SOFR”.

“**Solvent**” and “**Solvency**” mean, with respect to any Person on any date of determination, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair salable value of the assets of such

Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they mature, (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small capital, and (e) such Person is able to pay its debts and liabilities, contingent obligations and other commitments as they mature in the ordinary course of business. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

“Standard Letter of Credit Practice” means, for any L/C Issuer, any domestic or foreign law or letter of credit practices applicable in the city in which such L/C Issuer issued the applicable Letter of Credit or, for its branch or correspondent, such laws and practices applicable in the city in which it has advised, confirmed or negotiated such Letter of Credit, as the case may be, in each case, (a) which letter of credit practices are of banks that regularly issue letters of credit in the particular city, and (b) which laws or letter of credit practices are required or permitted under ISP or UCP, as chosen in the applicable Letter of Credit.

“Stated Amount” means at any time the maximum amount for which a Letter of Credit may be honored.

“Store” means any retail store (which includes any real property, Fixtures, Equipment, Inventory and other property related thereto) operated, or to be operated, by the Borrower or any Subsidiary.

“Subordinated Indebtedness” means all Indebtedness of a Loan Party that is subordinate in right of payment to any or all of the Obligations pursuant to subordination provisions reasonably acceptable to the Administrative Agent and which provide, without limitation, (a) for a maturity after the Scheduled Maturity Date, (b) that such Indebtedness is unsecured, (c) that no principal payments shall be required to be made until after the Scheduled Maturity Date, and (d) that interest shall accrue and be payable in cash at a market rate of interest, subject to the right of the Administrative Agent to impose a payment blockage period upon the occurrence and during the continuance of any Event of Default. In no event shall Disqualified Equity Interests be deemed Subordinated Indebtedness.

“Subsidiary” of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of Holdings.

“Subsidiary Guarantors” means collectively, all Subsidiaries of the Borrower other than (i) any Foreign Subsidiary, (ii) any Subsidiary owned directly or indirectly by a Foreign Subsidiary or (iii) any Domestic Subsidiary that is a disregarded entity for U.S. federal income tax purposes if substantially all of the assets of such Domestic Subsidiary consist of Equity Interests in one or more Foreign Subsidiaries.

“Supermajority Lenders” means, as of any date of determination, (a) if there are less than three Lenders at such time, all Lenders, and (b) if there are three or more Lenders at such time, (i) Lenders holding more than 75% of the Aggregate Commitments or, (ii) if the Commitments of the Lenders to make Loans and the obligation of the Administrative Agent to cause the L/C Issuers to make L/C Credit

Extensions have been terminated pursuant to Section 8.02, Lenders holding in the aggregate more than 75% of the Total Outstandings (with the aggregate amount of each Lender's risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed "held" by such Lender for purposes of this definition); provided that the Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Supermajority Lenders.

"Survey" means a survey of any Mortgaged Property (and all improvements thereon) which is (a) (i) prepared by a surveyor or engineer licensed to perform surveys in the jurisdiction where such Mortgaged Property is located, (ii) dated (or redated) not earlier than six months prior to the date of delivery thereof unless there shall have occurred within six months prior to such date of delivery any exterior construction on the site of such Mortgaged Property or any easement, right of way or other interest in the Mortgaged Property has been granted or become effective through operation of law or otherwise with respect to such Mortgaged Property which, in either case, can be depicted on a survey, in which events, as applicable, such survey shall be dated (or redated) after the completion of such construction or if such construction shall not have been completed as of such date of delivery, not earlier than 20 days prior to such date of delivery, or after the grant or effectiveness of any such easement, right of way or other interest in the Mortgaged Property, provided that with respect to any of the Mortgaged Properties described on Schedule 5.08(c) where no new construction has occurred since the most recent survey and no new encumbrances have been created since the date of such survey, a survey affidavit of no change shall satisfy the provisions of this clause (ii), (iii) certified by the surveyor (in a manner reasonably acceptable to the Administrative Agent) to the Administrative Agent, the Collateral Agent and the Title Company, (iv) complying in all respects with the minimum detail requirements of the American Land Title Association as such requirements are in effect on the date of preparation of such survey, and (v) sufficient for the Title Company to remove all standard survey exceptions from the title insurance policy (or commitment) relating to such Mortgaged Property and issue the endorsements of the type required by Section 6.12, or (b) otherwise acceptable to the Collateral Agent.

"Swap Contract" means any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement.

"Swap Obligation" means, with respect to any Loan Party, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

"Swap Termination Value" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

“**Swedish Credit Facility**” means the Master Credit Agreement, dated March 18, 2019, between Elfa International AB and Nordea Bank Abp, filial i Sverige, including any related notes, guarantees and collateral documents executed in connection therewith, and in each case as amended, restated, modified, refinanced, renewed, refunded, restructured or replaced in any manner.

“**Swedish Pledge Agreement**” means that certain Share Pledge Agreement to be entered into after the Closing Date (in accordance with Section 6.19) between the Borrower, as pledgor, and the Collateral Agent.

“**Swing Line**” means the revolving credit facility made available by the Swing Line Lender pursuant to Section 2.04.

“**Swing Line Lender**” means Eclipse in its capacity as provider of Swing Line Loans, or any successor swing line lender hereunder.

“**Swing Line Loan**” has the meaning specified in Section 2.04(a).

“**Swing Line Sublimit**” means an amount equal to the lesser of (a) \$15.0 million and (b) the Aggregate Commitments. The Swing Line Sublimit is part of, and not in addition to, the Aggregate Commitments.

“**Synthetic Debt**” means, with respect to any Person as of any date of determination thereof, all obligations of such Person in respect of transactions entered into by such Person that are intended to function primarily as a borrowing of funds (including any minority interest transactions that function primarily as a borrowing) but are not otherwise included in the definition of “Indebtedness” or as a liability on the Consolidated balance sheet of such Person and the Subsidiaries in accordance with GAAP.

“**Synthetic Lease Obligation**” means the monetary obligation of a Person under an agreement for the use or possession of property (including sale and leaseback transactions), in each case, creating obligations that do not appear on the balance sheet of such Person but which, upon the application of any Debtor Relief Laws to such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

“**Taxes**” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“**Term Benchmark**” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Term SOFR Rate.

“**Term Facility**” shall mean the term loan credit facility evidenced by the Term Loan Documents, including commitments and loans thereunder.

“**Term Loan Agent**” shall mean, collectively, Acquiom Agency Services LLC and Seaport Loan Products LLC, as co-administrative agents and Acquiom Agency Services LLC, as collateral agent under the Term Loan Agreement.

“**Term Loan Agreement**” shall mean that certain Term Loan Agreement, dated as of the date hereof, by and among Holdings, the Borrower, the other guarantors from time to time party thereto, the

lenders party from time to time party thereto, and the Term Loan Agent, as amended, restated, supplemented or otherwise modified from time to time.

“**Term Loan Documents**” shall mean the Term Loan Agreement, any note issued thereunder and the other “Loan Documents” under and as defined in the Term Loan Agreement, as each may be amended, restated, supplemented or otherwise modified from time to time.

“**Term Loan Obligations**” shall mean the “Obligations” as defined in the Term Loan Agreement.

“**Term Loans**” shall mean the loans now or hereafter made by or on behalf of any lender under the Term Loan Agreement or by the Term Loan Agent pursuant to the Term Facility as set forth therein in the Term Loan Agreement.

“**Term Priority Collateral**” shall have the meaning specified therefor in the Intercreditor Agreement.

“**Term SOFR Determination Day**” has the meaning assigned to it under the definition of Term SOFR Reference Rate.

“**Term SOFR Rate**” means, with respect to any Term Benchmark Borrowing and for a tenor of one-month, the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two (2) U.S. Government Securities Business Days prior to the commencement of each calendar month, as such rate is published by the CME Term SOFR Administrator.

“**Term SOFR Reference Rate**” means, for any day and time (such day, the “**Term SOFR Determination Day**”), and for any tenor of one month, the rate per annum published by the CME Term SOFR Administrator and identified by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the “Term SOFR Reference Rate” for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then, so long as such day is otherwise a U.S. Government Securities Business Day, the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding U.S. Government Securities Business Day is not more than five (5) U.S. Government Securities Business Days prior to such Term SOFR Determination Day.

“**Title Company**” means any title insurance company as shall be retained by the Borrower and reasonably acceptable to the Collateral Agent.

“**Total Outstandings**” means, on any date, the aggregate Outstanding Amount of all Loans and all L/C Obligations, after giving effect to any borrowings or repayments of Loans occurring on such date.

“**Transaction**” means, collectively, (a) the execution of the Term Facility and the borrowing of term loans thereunder by the Borrower, (b) the entering into the ABL Facility under this Agreement and the Loan Documents by the Borrower and the other Loan Parties and their applicable Subsidiaries, (c) the consummation of any other transactions in connection with the foregoing, including, without limitation, the consummation of the Approved Plan of Reorganization and the termination and repayment of all Indebtedness under the DIP Term Loan Facility (as defined in the Approved Plan

of Reorganization) and the DIP ABL Facility, and (d) the payment of the fees and ~~expenses incurred in connection with the consummation of the foregoing~~ Transaction Expenses.

“**Transaction Expenses**” means all fees, premiums, costs and expenses incurred or payable by Holdings or any Subsidiary of Holdings in connection with the closing of the Transactions.

“**Type**” when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Term SOFR Rate or the Base Rate.

“**UCC**” means the Uniform Commercial Code as in effect in the State of New York; provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral or the availability of any remedy under the Loan Documents is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, “**UCC**” means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection, priority or availability of such remedy.

“**UCP**” means, with respect to any Letter of Credit, the Uniform Customs and Practice for Documentary Credits 2007 Revision, International Chamber of Commerce Publication No. 600 and any version or revision thereof accepted by the applicable L/C Issuer for use.

“**UK Financial Institutions**” means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“**UK Resolution Authority**” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“**Unadjusted Benchmark Replacement**” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“**Unfunded Pension Liability**” means the excess of a Pension Plan’s benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Pension Plan’s assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to Section 412 of the Code for the applicable plan year.

“**United States**” and “**U.S.**” mean the United States of America.

“**Unreimbursed Amount**” has the meaning specified in Section 2.03.

“**USA PATRIOT Act**” means The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Public Law No. 107-56 (signed into law October 26, 2001)), as amended or modified from time to time.

“**U.S. Government Securities Business Day**” means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that

the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“**U.S. Special Resolution Regimes**” has the meaning specified in Section 11.22.

“**U.S. Tax Compliance Certificate**” has the meaning specified in Section 3.01(g)(iii).

“**Write-Down and Conversion Powers**” means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “**include**,” “**includes**” and “**including**” shall be deemed to be followed by the phrase “**without limitation**.” The word “**will**” shall be construed to have the same meaning and effect as the word “**shall**.” Unless the context requires otherwise, (i) any definition of or reference to any Law, agreement, instrument or other document (including any Organization Document) shall be construed as referring to such Law, agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (iii) the words “**herein**,” “**hereof**” and “**hereunder**,” and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Preliminary Statements, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Preliminary Statements, Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. “**Knowledge**” shall mean the actual knowledge of a Responsible Officer of the Borrower after reasonable investigation.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding”; and the word “through” means “to and including.”

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

1.03 Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a “Committed Loan”) or by Type (e.g., a “Term Benchmark Loan”) or by Class and Type (e.g., a “Term Benchmark Committed Loan”). Borrowings also may be classified and referred to by Class (e.g., a “Borrowing”) or by Type (e.g., a “Term Benchmark Borrowing”) or by Class and Type (e.g., a “Term Benchmark Borrowing”).

1.04 Accounting Terms. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, except as otherwise specifically prescribed herein.

1.05 Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.06 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Chicago time (daylight or standard, as applicable).

1.07 Letter of Credit Amounts. Unless otherwise specified, all references herein to the amount of a Letter of Credit at any time shall be deemed to be the Stated Amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by the terms of any Issuer Documents related thereto, provides for one or more automatic increases in the Stated Amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum Stated Amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum Stated Amount is in effect at such time.

1.08 Senior Debt. The Loans and other Obligations are hereby designated as “Senior Debt” and “Designated Senior Debt” (or other similar terms) for all purposes of any Subordinated Indebtedness.

1.09 [Reserved].

1.10 [Reserved].

1.11 Interest Rates; Benchmark Notifications. The interest rate on a Loan denominated in dollars may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 3.02(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any

existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or replacement rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

1.12 Divisions. For all purposes under the Loan Documents, in connection with any Division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized and acquired on the first date of its existence by the holders of its Equity Interests at such time.

1.13 Letters of Credit. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the amount of such Letter of Credit available to be drawn at such time; *provided that* with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the available amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum amount is available to be drawn at such time. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Article 29(a) of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600 (or such later version thereof as may be in effect at the applicable time) or Rule 3.13 or Rule 3.14 of the International Standby Practices, International Chamber of Commerce Publication No. 590 (or such later version thereof as may be in effect at the applicable time) or similar terms of the Letter of Credit itself, or if compliant documents have been presented but not yet honored, such Letter of Credit shall be deemed to be "outstanding" and "undrawn" in the amount so remaining available to be paid, and the obligations of the Borrower and each Lender shall remain in full force and effect until the L/C Issuer and the Lenders shall have no further obligations to make any payments or disbursements under any circumstances with respect to any Letter of Credit.

ARTICLE II THE COMMITMENTS AND CREDIT EXTENSIONS

2.01 Committed Loans; Reserves.

(a) Subject to the terms and conditions set forth herein, each Lender severally agrees to make loans (each such loan, a "**Committed Loan**") to the Borrower from time to time, on any Business Day during the Availability Period, subject in each case to the following limitations:

(i) after giving effect to any Borrowing, the Total Outstandings shall not exceed the lesser of (A) the Aggregate Commitments, or (B) the Borrowing Base;

(ii) after giving effect to any Borrowing, the aggregate Outstanding Amount of the Committed Loans of any Lender, plus such Lender's Applicable Percentage of the Outstanding Amount of all L/C Obligations, plus such Lender's Applicable Percentage of the Outstanding Amount of all Swing Line Loans shall not exceed the lesser of (x) such Lender's Commitment, or (y) such Lender's Applicable Percentage of the Borrowing Base; and

(iii) the Outstanding Amount of all L/C Obligations shall not at any time exceed the Letter of Credit Sublimit.

Within the limits of each Lender's Commitment, and subject to the other terms and conditions hereof, the Borrower may borrow under this Section 2.01, prepay under Section 2.05, and reborrow under this Section 2.01. Committed Loans may be Base Rate Loans or Term Benchmark Loans, as further provided herein.

2.02 Borrowings of Committed Loans.

(a) Committed Loans and Swing Line Loans shall be Term Benchmark Loans, except as set forth in Section 3.02.

(b) Each Borrowing of Committed Loans shall be made upon the Borrower's irrevocable notice to the Administrative Agent, which may be given by telephone. Each such notice must be received by the Administrative Agent not later than 10:00 a.m. on the requested date of any Borrowing. Each telephonic notice by the Borrower pursuant to this Section 2.02(b) must be confirmed promptly by delivery to the Administrative Agent of a Notice of Borrowing, either in writing or by an Approved Electronic Communication, appropriately completed and signed by a Responsible Officer of the Borrower. Each Borrowing shall be in a principal amount of \$1,000,000 or a whole multiple of \$500,000 in excess thereof. Each Notice of Borrowing (whether telephonic, written or by Approved Electronic Communication) shall specify (A) the requested date of the Borrowing (which shall be a Business Day), and (B) the principal amount of Committed Loans to be borrowed.

(c) [Reserved].

(d) Following receipt of a Notice of Borrowing, the Administrative Agent shall promptly notify each Lender of the amount of its Applicable Percentage of the applicable Committed Loans. In the case of a Borrowing of Committed Loans, each Lender shall make the amount of its Committed Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 1:00 p.m. on the Business Day specified in the applicable Notice of Borrowing. Upon satisfaction of the applicable conditions set forth in Section 4.02 (and, if such Borrowing is the initial Credit Extension, Section 4.01), the Administrative Agent shall use reasonable efforts to make all funds so received available to the Borrower in like funds by no later than 4:00 p.m. on the day of receipt by the Administrative Agent either by (i) crediting the account of the Borrower on the books of Eclipse with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower; provided, however, that if, on the date the Notice of Borrowing with respect to such Borrowing is given by the Borrower, there are Letter of Credit Disbursements outstanding, then the proceeds of such Borrowing, first, shall be applied to the payment in full of any such Letter of Credit Disbursements, and second, shall be made available to the Borrower as provided above.

(e) Each Borrowing of Committed Loans shall be made by the Lenders pro rata in accordance with their respective Applicable Percentage with respect to the applicable Class. The failure

of any Lender to make any Loan shall neither relieve any other Lender of its obligation to fund its Loan in accordance with the provisions of this Agreement nor increase the obligation of any such other Lender.

(f) The Administrative Agent, without the request of the Borrower, may advance any interest, fee, service charge, Credit Party Expenses, or other payment to which any Credit Party is entitled from the Loan Parties pursuant hereto or any other Loan Document and may charge the same to the Loan Account notwithstanding that an Overadvance may result thereby. The Administrative Agent shall deliver to the Borrower a statement of any such advance or charge promptly after the making thereof (or in the case of Credit Party Expenses, at the time that the five (5) Business Days' notice is furnished) in reasonable detail sufficient to allow the Borrower to verify such interest, fee, service charge, Credit Party Expenses, or other payment. Such action on the part of the Administrative Agent shall not constitute a waiver of the Administrative Agent's rights and the Borrower's obligations under Section 2.05. Any amount which is added to the principal balance of the Loan Account as provided in this Section 2.02(f) shall bear interest at the interest rate then and thereafter applicable to Base Rate Loans.

(g) [Reserved].

(h) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any interest period for Term Benchmark Loans upon determination of such interest rate. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Borrower and the Lenders of any change in the Prime Rate used in determining the Base Rate promptly following the public announcement of such change.

(i) [Reserved].

(j) The Administrative Agent, the Lenders and the Swing Line Lender shall have no obligation to make any Loan or to provide any Letter of Credit if an Overadvance would result. The Administrative Agent may, in its discretion, make Permitted Overadvances without the consent of the Lenders, the Swing Line Lender and each Lender shall be bound thereby. Any Permitted Overadvance may constitute a Swing Line Loan. A Permitted Overadvance is for the account of the Borrower and shall constitute a Loan and an Obligation. The making of any such Permitted Overadvance on any one occasion shall not obligate the Administrative Agent or any Lender to make or permit any Permitted Overadvance on any other occasion or to permit such Permitted Overadvances to remain outstanding. The making by the Administrative Agent of a Permitted Overadvance shall not modify or abrogate any of the provisions of Section 2.03 regarding the Lenders' obligations to purchase participations with respect to Letter of Credits. The Administrative Agent shall have no liability for, and no Loan Party or Credit Party shall have the right to, or shall, bring any claim of any kind whatsoever against the Administrative Agent with respect to "inadvertent Overadvances" (i.e., where an Overadvance results from changed circumstances beyond the control of the Administrative Agent (such as a reduction in the collateral value)) regardless of the amount of any such Overadvance(s).

(k) For the avoidance of doubt, as of the Closing Date, the Types of Borrowings available to the Borrower shall be comprised of either Base Rate Loans or Term Benchmark Loans.

2.03 Letters of Credit.

(a) General. Subject to the terms and conditions of this Agreement, upon the request of the Borrower made in accordance herewith, and prior to the Scheduled Maturity Date, the Administrative Agent agrees to arrange for one or more L/C Issuers to issue standby Letters of Credit for

any lawful purpose of any Loan Party. Pursuant to the foregoing, and subject to the terms and conditions contained herein, the Administrative Agent shall make standby Letters of Credit available to the Loan Parties by causing one or more L/C Issuers to issue such standby Letters of Credit. By submitting a request to the Administrative Agent for the issuance of a Letter of Credit, the Borrower shall be deemed to have requested that the Administrative Agent cause the issuance of the requested Letter of Credit by the applicable L/C Issuer. Each request for the issuance of a Letter of Credit, or the amendment, renewal, or extension of any outstanding Letter of Credit, shall be (i) irrevocable and made in writing by a Responsible Officer of the Borrower, (ii) delivered to the Administrative Agent via Approved Electronic Communications and reasonably in advance of the requested date of issuance, amendment, renewal, or extension, and (iii) subject to the Administrative Agent's and, as applicable, the applicable L/C Issuer's, authentication procedures with results satisfactory to such Persons. Each such request shall be in form and substance reasonably satisfactory to the Administrative Agent and the applicable L/C Issuer and (i) shall specify (A) the amount of such Letter of Credit, (B) the date of issuance, amendment, renewal, or extension of such Letter of Credit, (C) the proposed expiration date of such Letter of Credit, (D) the name and address of the beneficiary of the Letter of Credit, and (E) such other information (including, the conditions to drawing, and, in the case of an amendment, renewal, or extension, identification of the Letter of Credit to be so amended, renewed, or extended) as shall be necessary to prepare, amend, renew, or extend such Letter of Credit, and (ii) shall be accompanied by such Issuer Documents as the Administrative Agent or such L/C Issuer may request or require, to the extent that such requests or requirements are consistent with the Issuer Documents that such L/C Issuer generally requests for Letters of Credit in similar circumstances. The Administrative Agent's records of the content of any such request will be conclusive.

(b) The Administrative Agent shall have no obligation to cause the issuance, amendment, renewal or extension of a Letter of Credit if any of the following would result after giving effect to the requested issuance, amendment, renewal or extension:

(i) the Outstanding Amount of L/C Obligations would exceed the Letter of Credit Sublimit;

(ii) the Total Revolving Credit Exposure would exceed the lesser of (i) the Borrowing Base and (ii) the Aggregate Commitments;

(iii) the Outstanding Amount of L/C Obligations would exceed the result of (x) the Borrowing Base at such time less (y) the outstanding principal balance of the Committed Loans (inclusive of Swing Line Loans) at such time; or

(iv) the Letter of Credit would expire after the Letter of Credit Expiration Date.

(c) [Reserved].

(d) Each Letter of Credit shall be in form and substance reasonably acceptable to the applicable L/C Issuer and the Administrative Agent, including the requirement that the amounts payable thereunder must be payable in Dollars. If an L/C Issuer or the Administrative Agent makes a payment under, or pursuant to, a Letter of Credit, the Borrower shall pay to the Administrative Agent an amount equal to the applicable Letter of Credit Disbursement on the Business Day such Letter of Credit Disbursement is made. In the absence of such payment, the amount of the Letter of Credit Disbursement immediately and automatically shall be deemed to be a Committed Loan hereunder (notwithstanding any failure to satisfy any condition precedent set forth in Section 4.02) and, initially, shall bear interest at the

rate then applicable to Base Rate Loans. If a Letter of Credit Disbursement is deemed to be a Committed Loan hereunder, the Borrower's obligation to pay the amount of such Letter of Credit Disbursement to the applicable L/C Issuer shall be automatically converted into an obligation to pay the resulting Committed Loan. Promptly following receipt by the Administrative Agent of any payment from the Borrower pursuant to this Section 2.03(d) the Administrative Agent shall distribute such payment to such L/C Issuer or, to the extent that Lenders have made payments pursuant to Section 2.03(e) to reimburse such L/C Issuer, then to such Lenders and such L/C Issuer as their interests may appear.

(e) Promptly following receipt of a notice of a Letter of Credit Disbursement in respect of a Letter of Credit pursuant to Section 2.03(d), each Lender agrees to fund its Applicable Percentage of any Committed Loan deemed made pursuant to Section 2.03(d) on the same terms and conditions as if the Borrower had requested the amount thereof as a Committed Loan and the Administrative Agent shall promptly pay to the Administrative Agent the amounts so received by it from the Lenders. By the issuance of a Letter of Credit (or an amendment, renewal, or extension of any such Letter of Credit) and without any further action on the part of the Administrative Agent or the Lenders, the Administrative Agent shall be deemed to have granted to each Lender, and each Lender shall be deemed to have purchased, a participation in each such Letter of Credit caused by the Administrative Agent to be issued, in an amount equal to its Applicable Percentage of such Letter of Credit, and each such Lender agrees to pay to the Administrative Agent such Lender's Applicable Percentage of any Letter of Credit Disbursement made by an L/C Issuer under the applicable Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent such Lender's Applicable Percentage of each Letter of Credit Disbursement in respect of a Letter of Credit made by an L/C Issuer and not reimbursed by the Borrower on the date due as provided in Section 2.03(d), or of any reimbursement payment that is required to be refunded (or that the Administrative Agent elects, based upon the advice of counsel, to refund) to the Borrower for any reason. Each Lender acknowledges and agrees that its obligation to deliver to the Administrative Agent an amount equal to its respective Applicable Percentage of each Letter of Credit Disbursement in respect of a Letter of Credit pursuant to this Section 2.03(e) shall be absolute and unconditional and such remittance shall be made notwithstanding the occurrence or continuation of an Event of Default or Default or the failure to satisfy any condition set forth in Section 4.02. If any such Lender fails to make available to the Administrative Agent the amount of such Lender's Applicable Percentage of a Letter of Credit Disbursement in respect of a Letter of Credit as provided in this Section 2.03 (an "Unreimbursed Amount"), such Lender shall be deemed to be a Defaulting Lender and the Administrative Agent (for the account of the L/C Issuers) shall be entitled to recover such amount on demand from such Lender together with interest thereon at the Defaulting Lender Rate until paid in full.

(f) [Reserved].

(g) The liability of the Administrative Agent under, in connection with or arising out of any Letter of Credit (or pre-advice), regardless of the form or legal grounds of the action or proceeding, shall be limited to direct damages suffered by the Borrower or other applicable Loan Party that are caused directly by such Person's bad faith, gross negligence or willful misconduct in (i) honoring a presentation under a Letter of Credit that on its face does not at least substantially comply with the terms and conditions of such Letter of Credit, (ii) failing to honor a presentation under a Letter of Credit that strictly complies with the terms and conditions of such Letter of Credit, or (iii) retaining Drawing Documents presented under a Letter of Credit. The Borrower's or other applicable Loan Party's aggregate remedies against the Administrative Agent for wrongfully honoring a presentation under any Letter of Credit or wrongfully retaining honored Drawing Documents shall in no event exceed the aggregate amount paid by the Borrower to the Administrative Agent in respect of the honored presentation in connection with such Letter of Credit under Section 2.03(d), plus interest at the rate then

applicable to Base Rate Loans hereunder. The Borrower or other applicable Loan Party shall use commercially reasonable efforts to avoid and mitigate the amount of any damages claimed against the Administrative Agent, including by enforcing its rights against the beneficiaries of the Letters of Credit. Any claim by the Borrower or other applicable Loan Party under or in connection with any Letter of Credit shall be reduced by an amount equal to the sum of (x) the amount (if any) saved by the Borrower or other applicable Loan Party as a result of the breach or alleged wrongful conduct complained of, and (y) the amount (if any) of the loss that would have been avoided had the Borrower or other applicable Loan Party used commercially reasonable efforts to mitigate any loss, and in case of a claim of wrongful dishonor, by specifically and timely authorizing the Administrative Agent and the applicable L/C Issuer to effect a cure.

(h) The Borrower is responsible for the final text of the Letter of Credit as issued by any L/C Issuer, irrespective of any assistance the Administrative Agent or such L/C Issuer may provide such as drafting or recommending text or by such L/C Issuer's use or refusal to use text submitted by the Borrower. The Borrower understands that the final form of any Letter of Credit may be subject to such revisions and changes as are deemed necessary or appropriate by the applicable L/C Issuer, and the Borrower hereby consents to such revisions and changes not materially different from the application executed in connection therewith. The Borrower is solely responsible for the suitability of the Letter of Credit for the Borrower's or other applicable Loan Party's purposes. If the Borrower requests the Administrative Agent to cause the issuance of a Letter of Credit for an affiliated or unaffiliated third party (an "Account Party"), (i) such Account Party shall have no rights against the Administrative Agent; (ii) the Borrower shall be responsible for the application and obligations under this Agreement; and (iii) communications (including notices) related to the respective Letter of Credit shall be among the Administrative Agent and/or the applicable L/C Issuer and the Borrower. The Borrower will examine the copy of the Letter of Credit and any other documents sent by the Administrative Agent on behalf of the applicable L/C Issuer in connection therewith and shall promptly notify the Administrative Agent (not later than three (3) Business Days following the Borrower's receipt of documents from the Administrative Agent) of any non-compliance with the Borrower's instructions and of any discrepancy in any document under any presentment or other irregularity. The Borrower understands and agrees that neither the Administrative Agent nor any L/C Issuer is required to extend the expiration date of any Letter of Credit for any reason. With respect to any Letter of Credit containing an "automatic amendment" to extend the expiration date of such Letter of Credit, the applicable L/C Issuer, in its sole and absolute discretion, may give notice of nonrenewal of such Letter of Credit and, if the Borrower does not at any time want the then current expiration date of such Letter of Credit to be extended, the Borrower will so notify such L/C Issuer (with a copy to the Administrative Agent) at least thirty (30) calendar days before such L/C Issuer is required to notify the beneficiary of such Letter of Credit or any advising bank of such non-extension pursuant to the terms of such Letter of Credit.

(i) The Borrower's reimbursement and payment obligations under this Section 2.03 are absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever, including:

(i) any lack of validity, enforceability or legal effect of any Letter of Credit, any Issuer Document, this Agreement, or any Loan Document, or any term or provision therein or herein;

(ii) payment against presentation of any draft, demand or claim for payment under any Drawing Document that does not comply in whole or in part with the terms of the applicable Letter of Credit or which proves to be fraudulent, forged or invalid in any respect or any statement therein being untrue or inaccurate in any respect, or which is

signed, issued or presented by a Person or a transferee of such Person purporting to be a successor or transferee of the beneficiary of such Letter of Credit;

(iii) the Administrative Agent, any L/C Issuer or any of its respective branches or Affiliates being the beneficiary of any Letter of Credit;

(iv) any L/C Issuer or any correspondent honoring a drawing against a Drawing Document up to the amount available under any Letter of Credit even if such Drawing Document claims an amount in excess of the amount available under the Letter of Credit;

(v) the existence of any claim, set-off, defense or other right that any Loan Party or its Subsidiaries may have at any time against any beneficiary or transferee beneficiary, any assignee of proceeds, the Administrative Agent, any L/C Issuer or any other Person;

(vi) any L/C Issuer or any correspondent honoring a drawing upon receipt of an electronic presentation under a Letter of Credit requiring the same, regardless of whether the original Drawing Documents arrive at such L/C Issuer's counters or are different from the electronic presentation;

(vii) any other event, circumstance or conduct whatsoever, whether or not similar to any of the foregoing that might, but for this Section 2.03(i), constitute a legal or equitable defense to or discharge of, or provide a right of set-off against, any Loan Party or any of its Subsidiaries' reimbursement and other payment obligations and liabilities, arising under, or in connection with, any Letter of Credit, whether against any L/C Issuer, the Administrative Agent, the beneficiary or any other Person; or

(viii) the fact that any Default or Event of Default shall have occurred and be continuing;

provided, that subject to Section 2.03(i)(vii), the foregoing shall not release the Administrative Agent or any L/C Issuer from such liability to the Borrower as may be finally determined in a final, non-appealable judgment of a court of competent jurisdiction against the Administrative Agent or such L/C Issuer, as applicable, following reimbursement or payment of the obligations and liabilities, including reimbursement and other payment obligations, of the Borrower to the Administrative Agent and such L/C Issuer arising under, or in connection with, this Section 2.05 or any Letter of Credit.

(j) Without limiting any other provision of this Agreement, the Administrative Agent shall not be responsible to the Borrower for, and the Administrative Agent's rights and remedies against the Borrower and the obligation of the Borrower to reimburse the Administrative Agent for each drawing under each Letter of Credit shall not be impaired by:

(i) honor of a presentation under any Letter of Credit that on its face substantially complies with the terms and conditions of such Letter of Credit, even if the Letter of Credit requires strict compliance by the beneficiary;

(ii) honor of a presentation of any Drawing Document that appears on its face to have been signed, presented or issued (A) by any purported successor or

transferee of any beneficiary or other Person required to sign, present or issue such Drawing Document or (B) under a new name of the beneficiary;

(iii) acceptance as a draft of any written or electronic demand or request for payment under a Letter of Credit, even if nonnegotiable or not in the form of a draft or notwithstanding any requirement that such draft, demand or request bear any or adequate reference to the Letter of Credit;

(iv) the identity or authority of any presenter or signer of any Drawing Document or the form, accuracy, genuineness or legal effect of any Drawing Document (other than an L/C Issuer's determination that such Drawing Document appears on its face substantially to comply with the terms and conditions of the Letter of Credit);

(v) acting upon any instruction or request relative to a Letter of Credit or requested Letter of Credit that an L/C Issuer in good faith believes to have been given by a Person authorized to give such instruction or request;

(vi) any errors, omissions, interruptions or delays in transmission or delivery of any message, advice or document (regardless of how sent or transmitted) or for errors in interpretation of technical terms or in translation or any delay in giving or failing to give notice to the Borrower;

(vii) any acts, omissions or fraud by, or the insolvency of, any beneficiary, any nominated person or entity or any other Person or any breach of contract between any beneficiary and the Borrower or any of the parties to the underlying transaction to which the Letter of Credit relates;

(viii) assertion or waiver of any provision of the ISP or UCP that primarily benefits an issuer of a letter of credit, including any requirement that any Drawing Document be presented to it at a particular hour or place;

(ix) payment to any presenting bank (designated or permitted by the terms of the applicable Letter of Credit) claiming that it rightfully honored or is entitled to reimbursement or indemnity under Standard Letter of Credit Practice applicable to it;

(x) acting or failing to act as required or permitted under Standard Letter of Credit Practice applicable to where the applicable L/C Issuer has issued, confirmed, advised or negotiated such Letter of Credit, as the case may be;

(xi) honor of a presentation after the expiration date of any Letter of Credit notwithstanding that a presentation was made prior to such expiration date and dishonored by an L/C Issuer if subsequently such L/C Issuer or any court or other finder of fact determines such presentation should have been honored;

(xii) dishonor of any presentation that does not strictly comply or that is fraudulent, forged or otherwise not entitled to honor; or

(xiii) honor of a presentation that is subsequently determined by an L/C Issuer to have been made in violation of international, federal, state or local restrictions on the transaction of business with certain prohibited Persons.

(k) The Borrower shall pay immediately upon demand to the Administrative Agent for the account of the applicable L/C Issuer as non-refundable fees, commissions, and charges (it being acknowledged and agreed that any charging of such fees, commissions, and charges to the Register pursuant to the terms of this Agreement shall be deemed to constitute a demand for payment thereof for the purposes of this Section 2.03(k)) any and all customary commissions, fees and charges then in effect imposed by, and any and all documented expenses incurred by the Administrative Agent relating to Letters of Credit, at the time of issuance of any Letter of Credit and upon the occurrence of any other activity with respect to any Letter of Credit (including transfers, assignments of proceeds, amendments, drawings, renewals or cancellations).

(l) [Reserved].

(m) Each Letter of Credit shall expire not later than the date that is 12 months after the date of the issuance of such Letter of Credit; provided that any Letter of Credit may provide for the automatic extension thereof for any number of additional periods each of up to one year in duration; provided, further, that with respect to any Letter of Credit which extends beyond the Scheduled Maturity Date, Cash Collateralization shall be provided therefor on or before the Letter of Credit Expiration Date.

(n) If (i) any Event of Default occurs and is continuing or (ii) Excess Availability is less than zero, then on the Business Day following the date on which the Borrower receives notice from the Administrative Agent or the Required Lenders (or, if the maturity of the Obligations has been accelerated, Lenders with Letter of Credit Exposure representing greater than 50% of the total Letter of Credit Exposure) demanding Cash Collateralization pursuant to this Section 2.03(n), the Borrower shall provide Cash Collateralization with respect to the then existing L/C Obligations; provided that, in each case, upon the occurrence of any Event of Default described in Section 8.01(g) or 8.01(h), the obligation to provide Cash Collateralization will become effective immediately, and any deposit of cash collateral required pursuant to the terms set forth in the Cash Collateralization definition will become immediately due and payable, without demand or other notice of any kind. If the Borrower fail to provide Cash Collateralization as required by this Section 2.05(n), the Lenders may (and, upon direction of the Administrative Agent, shall) advance, as Committed Loans the amount of the cash collateral required pursuant to the terms of the Cash Collateralization definition so that the then existing L/C Obligations is cash collateralized in accordance with the terms of the Cash Collateralization definition (whether or not the Revolving Commitments have terminated, an Overadvance exists or the conditions in Section 4.02 are satisfied).

(o) Unless otherwise expressly agreed by the Administrative Agent, the applicable L/C Issuer and the Borrower, when a Letter of Credit is issued, (i) the rules of the ISP shall apply to each standby Letter of Credit, and (ii) the rules of the UCP shall apply to any commercial Letter of Credit (if applicable).

(p) The Administrative Agent and the L/C Issuers shall each be deemed to have acted with due diligence and reasonable care if such Person's conduct is in accordance with Standard Letter of Credit Practice or in accordance with this Agreement.

(q) In the event of a direct conflict between the provisions of this Section 2.03 and any provision contained in any Issuer Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 2.03 shall control and govern.

(r) The provisions of this Section 2.03 shall survive the termination of this Agreement and the repayment in full of the Obligations with respect to any Letters of Credit that remain outstanding.

(s) For avoidance of doubt, the Borrower hereby acknowledges and agrees that none of the Existing Letters of Credit shall constitute Letters of Credit under this Agreement, nor constitute a part of the Obligations.

2.04 Swing Line Loans.

(a) The Swing Line. Subject to the terms and conditions set forth herein, in reliance upon the agreements of the other Lenders set forth in this Section 2.04, the Swing Line Lender (I) to the extent the Outstanding Amount of the Swing Line Loans shall not exceed \$10,000,000, agrees to and (II) to the extent the Outstanding Amount of the Swing Line Loans shall exceed \$10,000,000, may elect, but shall have no obligation, to make loans (each such loan, a "Swing Line Loan") to the Borrower from time to time on any Business Day during the Availability Period in an aggregate amount not to exceed at any time outstanding the amount of the Swing Line Sublimit, notwithstanding the fact that such Swing Line Loans, when aggregated with the Applicable Percentage of the Outstanding Amount of Committed Loans and L/C Obligations of the Lender acting as Swing Line Lender, may exceed the amount of such Lender's Commitment; provided, however, that after giving effect to any Swing Line Loan, (i) the Total Outstandings shall not exceed the lesser of (A) the Aggregate Commitments, or (B) the Borrowing Base, and (ii) the aggregate Outstanding Amount of the Committed Loans of any Lender at such time, plus such Lender's Applicable Percentage of the Outstanding Amount of all L/C Obligations at such time, plus such Lender's Applicable Percentage of the Outstanding Amount of all Swing Line Loans at such time shall not exceed such Lender's Commitment, and provided, further, that the Borrower shall not use the proceeds of any Swing Line Loan to refinance any outstanding Swing Line Loan. Within the foregoing limits, and subject to the other terms and conditions hereof, the Borrower may borrow under this Section 2.04, prepay under Section 2.05, and reborrow under this Section 2.04. Immediately upon the making of a Swing Line Loan, each Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swing Line Lender a risk participation in such Swing Line Loan in an amount equal to the product of such Lender's Applicable Percentage times the amount of such Swing Line Loan.

(b) Borrowing Procedures. Each Borrowing of Swing Line Loans shall be made upon the Borrower's irrevocable notice to the Swing Line Lender and the Administrative Agent, which may be given by telephone. Each such notice must be received by the Swing Line Lender and the Administrative Agent not later than 10:00 a.m. on the requested borrowing date, and shall specify (i) the amount to be borrowed, and (ii) the requested borrowing date, which shall be a Business Day. Each such telephonic notice must be confirmed promptly by delivery to the Swing Line Lender and the Administrative Agent of a written Notice of Borrowing, appropriately completed and signed by a Responsible Officer of the Borrower. Promptly after receipt by the Swing Line Lender of any telephonic Notice of Borrowing, the Swing Line Lender will confirm with the Administrative Agent (by telephone, in writing or by Approved Electronic Communication) that the Administrative Agent has also received such Swing Line Loan Notice and, if not, the Swing Line Lender will notify the Administrative Agent (by telephone, in writing or by Approved Electronic Communication) of the contents thereof. Unless the Swing Line Lender has received notice (by telephone, in writing or by Approved Electronic Communication) from the Administrative Agent at the request of the Required Lenders prior to 11:00 a.m. on the date of the proposed Borrowing of Swing Line Loans (A) directing the Swing Line Lender not to make such Swing Line Loan as a result of the limitations set forth in the proviso to the first sentence of Section 2.04(a), or (B) that one or more of the applicable conditions specified in Article IV is not then satisfied, then, subject to the terms and conditions hereof, the Swing Line Lender will, not later

than 3:00 p.m. on the borrowing date specified in such Notice of Borrowing, make the amount of its Swing Line Loan available to the Borrower at its office by crediting the account of the Borrower on the books of the Swing Line Lender in immediately available funds.

(c) Refinancing of Swing Line Loans.

(i) The Swing Line Lender at any time in its sole and absolute discretion may request (but, in any event shall weekly, as provided in Section 2.14(a)), on behalf of the Borrower (which hereby irrevocably authorizes the Swing Line Lender to so request on its behalf), that each Lender make a Base Rate Committed Loan in an amount equal to such Lender's Applicable Percentage for the amount of Swing Line Loans then outstanding. Such request shall be made in writing (which written request shall be deemed to be a Notice of Borrowing for purposes hereof) and in accordance with the requirements of Section 2.02, without regard to the minimum and multiples specified therein for the principal amount of Base Rate Loans, but subject to the unutilized portion of the Aggregate Commitments and the conditions set forth in Section 4.02. The Swing Line Lender shall furnish the Borrower with a copy of the applicable Notice of Borrowing promptly after delivering such notice to the Administrative Agent. Each Lender shall make an amount equal to its Applicable Percentage of the amount specified in such Notice of Borrowing available to the Administrative Agent in immediately available funds for the account of the Swing Line Lender at the Administrative Agent's Office not later than 1:00 p.m. on the day specified in such Notice of Borrowing, whereupon, subject to Section 2.04(c)(ii), each Lender that so makes funds available shall be deemed to have made a Base Rate Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received to the Swing Line Lender.

(ii) If for any reason any Swing Line Loan cannot be refinanced by such a Borrowing in accordance with Section 2.04(c)(i), the request for Base Rate Committed Loans submitted by the Swing Line Lender as set forth herein shall be deemed to be a request by the Swing Line Lender that each of the Lenders fund its risk participation in the relevant Swing Line Loan and each Lender's payment to the Administrative Agent for the account of the Swing Line Lender pursuant to Section 2.04(c)(i) shall be deemed payment in respect of such participation.

(iii) If any Lender fails to make available to the Administrative Agent for the account of the Swing Line Lender any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.04(c) by the time specified in Section 2.04(c)(i), the Swing Line Lender shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Swing Line Lender at a rate per annum equal to the greater of the Federal Funds Effective Rate and a rate determined by the Swing Line Lender in accordance with banking industry rules on interbank compensation plus any administrative, processing or similar fees customarily charged by the Swing Line Lender in connection with the foregoing. If such Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Lender's Committed Loan included in the relevant Borrowing or funded participation in the relevant Swing Line Loan, as the case may be. A certificate of the Swing Line Lender submitted to any Lender (through the Administrative Agent) with respect to any amounts owing under this clause (iii) shall be conclusive absent manifest error.

(iv) Each Lender's obligation to make Committed Loans or to purchase and fund risk participations in Swing Line Loans pursuant to this Section 2.04(c) shall be absolute

and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the Swing Line Lender, the Borrower or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Lender's obligation to make Committed Loans pursuant to this Section 2.04(c) is subject to the conditions set forth in Section 4.02. No such funding of risk participations shall relieve or otherwise impair the obligation of the Borrower to repay Swing Line Loans, together with interest as provided herein.

(d) Repayment of Participations.

(i) At any time after any Lender has purchased and funded a risk participation in a Swing Line Loan, if the Swing Line Lender receives any payment on account of such Swing Line Loan, the Swing Line Lender will distribute to such Lender its Applicable Percentage of such payment (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's risk participation was funded) in the same funds as those received by the Swing Line Lender.

(ii) If any payment received by the Swing Line Lender in respect of principal or interest on any Swing Line Loan is required to be returned by the Swing Line Lender under any of the circumstances described in Section 11.05 (including pursuant to any settlement entered into by the Swing Line Lender in its discretion), each Lender shall pay to the Swing Line Lender its Applicable Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned, at a rate per annum equal to the Federal Funds Effective Rate. The Administrative Agent will make such demand upon the request of the Swing Line Lender. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) Interest for Account of Swing Line Lender. The Swing Line Lender shall be responsible for invoicing the Borrower for interest on the Swing Line Loans. Until each Lender funds its Base Rate Loan or risk participation pursuant to this Section 2.04 to refinance such Lender's Applicable Percentage of any Swing Line Loan, interest in respect of such Applicable Percentage shall be solely for the account of the Swing Line Lender.

(f) Payments Directly to Swing Line Lender. The Borrower shall make all payments of principal and interest in respect of the Swing Line Loans directly to the Swing Line Lender.

2.05 Prepayments.

(a) The Borrower may, upon notice to the Administrative Agent (which notice, if furnished in connection with a refinancing of the Obligations, may be conditional upon the consummation of such refinancing), at any time or from time to time voluntarily prepay Committed Loans in whole or in part without premium or penalty; provided that (i) such notice must be received by the Administrative Agent not later than 2:00 p.m. (A) three Business Days prior to any date of prepayment of Term Benchmark Loans, (B) on the date of prepayment of Base Rate Loans and (C) [reserved]; (ii) any prepayment of Term Benchmark Loans shall be in a principal amount of \$2.0 million or a whole multiple of \$1.0 million in excess thereof, in each case, if less, the entire principal amount thereof then outstanding and (iii) any prepayment of Base Rate Loans shall be in a principal amount of \$500,000 or a whole multiple of \$100,000 in excess thereof, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such

prepayment, and the Type(s) of Loans to be prepaid. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's Applicable Percentage of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a Term Benchmark Loan shall be accompanied by all accrued interest on the amount prepaid. Each such prepayment shall be applied to the Committed Loans of the Lenders in accordance with their respective Applicable Percentages.

(b) The Borrower may, upon irrevocable notice to the Swing Line Lender (with a copy to the Administrative Agent), at any time or from time to time, voluntarily prepay Swing Line Loans in whole or in part without premium or penalty; provided that (i) such notice must be received by the Swing Line Lender and the Administrative Agent not later than 1:00 p.m. on the date of the prepayment, and (ii) any such prepayment shall be in a minimum principal amount of \$100,000. Each such notice shall specify the date and amount of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein.

(c) If for any reason the Total Outstandings at any time exceed the lesser of the Aggregate Commitments or the Borrowing Base, each as then in effect, the Borrower shall immediately prepay Loans, Swing Line Loans and Letter of Credit Disbursements and/or Cash Collateralize the L/C Obligations (other than Letter of Credit Disbursements) in an aggregate amount equal to such excess; provided, however, that the Borrower shall not be required to Cash Collateralize the L/C Obligations pursuant to this Section 2.05(c) unless after the prepayment in full of the Loans the Total Outstandings exceed the lesser of the Aggregate Commitments or the Borrowing Base, each as then in effect.

(d) Any Net Cash Proceeds from any Disposition by the Borrower or any of its Subsidiaries (other than, (i) with respect only to the Term Priority Collateral, such portion of the Net Cash Proceeds that are then required to be paid to the lenders under the Term Facility and (ii) any Disposition of any property permitted by Section 7.05(a), (b), (c), (d), (e), ~~Error! Reference source not found.~~(g), (i) or [(i)]), whether or not a Cash Dominion Trigger Event then exists, shall be paid over to the Administrative Agent on receipt by the Loan Parties and shall be utilized to prepay the Loans in the order of priority set forth in Section 2.05(e). The application of such Net Cash Proceeds to the Loans shall not reduce the Commitments. If all Obligations then due are paid, any excess Net Cash Proceeds shall be remitted to the operating account of the Borrower.

(e) Prepayments made pursuant to Section 2.05, first, shall be applied ratably to the Letter of Credit Disbursements and the Swing Line Loans, second, shall be applied ratably to the outstanding Loans, and third, shall be used to Cash Collateralize the remaining L/C Obligations; and the amount remaining, if any, after the repayment in full of all Letter of Credit Disbursements, Swing Line Loans and Committed Loans outstanding at such time and the Cash Collateralization of the remaining L/C Obligations in full may be retained by the Borrower for use in the ordinary course of its business. Upon the drawing of any Letter of Credit that has been Cash Collateralized, the funds held as Cash Collateral shall be applied (without any further action by or notice to or from the Borrower or any other Loan Party) to reimburse the L/C Issuers or the Lenders, as applicable.

2.06 Termination of Commitments.

(a) The Borrower may terminate the Aggregate Commitments in whole (but not in part); provided that (i) any such notice shall be received by the Administrative Agent not later than 2:00 p.m. three (3) Business Days prior to the date of termination, (ii) any such notice shall be irrevocable

(except if such termination notice is being furnished in connection with a refinancing of the Obligations, such notice may be conditional upon the consummation of such refinancing, and (iii) the Borrower shall not terminate the Aggregate Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the Total Outstandings would exceed the Aggregate Commitments.

(b) [Reserved].

(c) The Administrative Agent will promptly notify the Lenders of any termination of the Aggregate Commitments under this Section 2.06. All fees accrued until the effective date of any such termination shall be paid on the effective date of such termination.

2.07 Term of Agreement; Repayment of Loans.

(a) This Agreement and the other Loan Documents shall become effective as of the Closing Date and shall continue in full force and effect for a term ending on the date that is thirty-six (36) months from the Closing Date (the “**Scheduled Maturity Date**”). In addition, the Borrower may terminate this Agreement in accordance with Section 2.06 above. Upon the Scheduled Maturity Date or any other effective date of termination of the Loan Documents, the Borrower shall pay to the Administrative Agent all outstanding and unpaid Obligations (except for contingent indemnification obligations for which no claim has been asserted), and shall Cash Collateralize outstanding L/C Obligations (other than Letter of Credit Disbursements).

(b) The Borrower shall repay each Swing Line Loan on the Scheduled Maturity Date and in accordance with Section 2.04(c).

2.08 Interest.

(a) Subject to the provisions of Section 2.08(b) below, (i) each Loan which is a Term Benchmark Loan shall bear interest on the outstanding principal amount thereof at a rate per annum equal to the Term SOFR Rate plus the Applicable Margin; (ii) each Loan which is a Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Margin; and (iii) each Swing Line Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Margin; and (iv) [reserved].

(b) After the occurrence and during the continuance of an Event of Default, all Loans and other monetary Obligations may, at the option of the Administrative Agent or the discretion of the Required Lenders, bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

2.09 Fees. In addition to certain fees described in Section 2.03:

(a) Commitment Fee. The Borrower shall pay to the Administrative Agent, for the account of each Lender in accordance with its Applicable Percentage, a commitment fee (the “**Commitment Fee**”) equal to a 0.50% per annum (the “**Commitment Fee Rate**”), times the actual daily

amount by which the then Aggregate Commitments exceed the sum of (i) the principal amount of Loans (including Swing Line Loans), then outstanding, and (ii) the then L/C Credit Extensions. The Commitment Fee shall accrue at all times during the Availability Period, including at any time during which one or more of the conditions in Article IV is not met, and shall be due and payable monthly in arrears on the first Business Day after the end of each calendar month, commencing with the first such date to occur after the Closing Date, and on the last day of the Availability Period.

(b) Letter of Credit Fee. The Borrower agrees to pay Agent, for the ratable benefit of the Lenders, a Letter of Credit fee (the "Letter of Credit Fee") (which fee shall be in addition to the fronting fees and commissions, other fees, charges and expenses set forth in Section 2.03) that shall accrue at a per annum rate equal to 4.25%, times the average amount of the Letter of Credit Usage during the immediately preceding calendar month (or portion thereof).

(c) Other Fees. The Borrower shall pay to the Arranger and the Administrative Agent for their own respective accounts fees in the amounts and at the times specified in any Fee Letter. Such fees shall be payable in Dollars, fully earned when paid and shall not be refundable for any reason whatsoever.

(d) Defaulting Lender Fees. Subject to Section 2.03, the Borrower shall not be obligated to pay the Administrative Agent any Defaulting Lender's ratable share of the fees described in Section 2.03 and Section 2.09(a) for the period commencing on the day such Defaulting Lender becomes a Defaulting Lender and continuing for so long as such Lender continues to be a Defaulting Lender.

2.10 Computation of Interest and Fees. All computations of interest for Base Rate Loans when the Base Rate is determined by the Prime Rate shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest hereunder shall be made on the basis of a 360-day year and actual days elapsed. Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.12(a), bear interest for one day. All interest hereunder on any Loan shall be computed on a daily basis based upon the outstanding principal amount of such Loan as of the applicable date of determination. Each determination by the Administrative Agent of the applicable Base Rate or the Term SOFR Rate shall be conclusive and binding for all purposes, absent manifest error.

2.11 Evidence of Debt.

(a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by the Administrative Agent (the "Loan Account") in the ordinary course of business. In addition, each Lender may record in such Lender's internal records, an appropriate notation evidencing the date and amount of each Loan from such Lender, each payment and prepayment of principal of any such Loan, and each payment of interest, fees and other amounts due in connection with the Obligations due to such Lender. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive, absent manifest error, of the amount of the Credit Extensions made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent,

the Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender's Loans (in addition to such Lender's accounts or records). Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto. Upon receipt of an affidavit of a Lender as to the loss, theft, destruction or mutilation of such Lender's Note and upon cancellation of such Note, the Borrower will issue, in lieu thereof, a replacement Note in favor of such Lender, in the same principal amount thereof and otherwise of like tenor.

(b) In addition to the accounts and records referred to in Section 2.11(a), each Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Lender of participations in Letters of Credit and Swing Line Loans. In the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Lender in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

2.12 Payments Generally; Administrative Agent's Clawback.

(a) General. All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars and in immediately available funds not later than 2:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 2:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of Term Benchmark Loans (or in the case of any Borrowing of Base Rate Loans, prior to 12:00 noon on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or in the case of a Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation plus any administrative processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Loans. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid

by the Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Committed Loan included in such Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the time at which any payment is due to the Administrative Agent for the account of the Lenders or the L/C Issuers hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the applicable L/C Issuer, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or the L/C Issuers, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or the applicable L/C Issuer, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the NYFRB Rate.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Committed Loans, to fund participations in Letters of Credit and Swing Line Loans and to make payments pursuant to Section 11.04(c) are several and not joint. The failure of any Lender to make any Committed Loan, to fund any such participation or to make any payment under Section 11.04(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Committed Loan, to purchase its participation or to make its payment under Section 11.04(c).

(e) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

2.13 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of the Committed Loans made by it, or the participations in L/C Obligations or in Swing Line Loans held by it resulting in such Lender's receiving payment of a proportion of the aggregate amount of such Committed Loans or participations and accrued interest thereon greater than its pro rata share thereof as provided herein, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Committed Loans and subparticipations in L/C Obligations and Swing Line Loans of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders

ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Committed Loans and other amounts owing them, provided that:

(i) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this Section shall not be construed to apply to (x) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Committed Loans or subparticipations in L/C Obligations or Swing Line Loans to any assignee or participant, other than to the Borrower or any Subsidiary thereof (as to which the provisions of this Section shall apply).

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation.

2.14 Settlement Amongst Lenders.

(a) The amount of each Lender's Applicable Percentage of outstanding Loans (including outstanding Swing Line Loans, except that settlements of Swing Line Loans during the months of November and December of each year shall be required to be made by the Swing Line Lender only with respect to those Swing Line Loans in excess of \$2.0 million in the aggregate only (the "**Excess Swing Line Loans**")) shall be computed weekly (or more frequently in the Administrative Agent's discretion) and shall be adjusted upward or downward based on all Loans (including Swing Line Loans other than Excess Swing Line Loans) and repayments of Loans (including Swing Line Loans other than Excess Swing Line Loans) received by the Administrative Agent as of 3:00 p.m. on the first Business Day (such date, the "**Settlement Date**") following the end of the period specified by the Administrative Agent.

(b) The Administrative Agent shall deliver to each of the Lenders promptly after a Settlement Date a summary statement of the amount of outstanding Committed Loans for the period and the amount of repayments fees received for the period. As reflected on the summary statement, (i) the Administrative Agent shall transfer to each Lender its Applicable Percentage of repayments, and (ii) each Lender shall transfer to the Administrative Agent (as provided below) or the Administrative Agent shall transfer to each Lender, such amounts as are necessary to insure that, after giving effect to all such transfers, the amount of Committed Loans made by each Lender with respect to Committed Loans to the Borrower shall be equal to such Lender's Applicable Percentage of Committed Loans outstanding as of such Settlement Date. If the summary statement requires transfers to be made to the Administrative Agent by the Lenders and is received prior to 12:00 Noon on a Business Day, such transfers shall be made in immediately available funds no later than 3:00 p.m. that day; and, if received after 12:00 Noon, then no later than 3:00 p.m. on the next Business Day. The obligation of each Lender to transfer such funds is irrevocable, unconditional and without recourse to or warranty by the Administrative Agent. If and to the extent any Lender shall not have so made its transfer to the Administrative Agent, such Lender agrees to pay to the Administrative Agent, forthwith on demand such amount, together with interest thereon, for each day from such date until the date such amount is paid to the Administrative Agent, equal to the greater of the Federal Funds Effective Rate and a rate determined by the Administrative

Agent in accordance with banking industry rules on interbank compensation plus any administrative, processing, or similar fees customarily charged by the Administrative Agent in connection with the foregoing.

(c) The Administrative Agent shall deliver to the applicable Lenders promptly after the Administrative Agent's receipt thereof, all payments of interest, fees and Credit Party Expenses to which each such Lender is entitled.

(d) If any Lender shall fail to make any payment required to be made by it hereunder, then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations hereunder until all such unsatisfied obligations are fully paid. If at any time prior to the acceleration or maturity of the Loans, the Administrative Agent shall receive any payment in respect of principal of a Loan or a reimbursement of a L/C Extension while one or more Defaulting Lenders shall be party to this Agreement, the Administrative Agent shall apply such payment first to the Borrowing(s) for which such Defaulting Lender(s) shall have failed to fund its pro rata share until such time as such Borrowing(s) are paid in full or each Lender (including each Defaulting Lender) is owed its Applicable Percentage of all Loans then outstanding. After acceleration or maturity of the Loans, all principal will be paid ratably as provided in Section 8.03.

2.15 [Reserved].

2.16 [Reserved].

2.17 [Reserved].

ARTICLE III TAXES, YIELD PROTECTION AND ILLEGALITY

3.01 Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without reduction or withholding for any Tax unless required by applicable Law, provided that if any Loan Party, the Administrative Agent or any other withholding agent shall be required by applicable Law to deduct any Indemnified Taxes (including any Other Taxes) from such payments, then (i) the sum payable by the Loan Party shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 3.01) the Administrative Agent or any Lender (with the term "Lender" in this Section 3.01 being deemed to include an L/C Issuer), as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) the applicable withholding agent shall make such deductions and (iii) the applicable withholding agent shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Law. For purposes of this Section 3.01, any payments by the Administrative Agent to a Lender of any amounts received by the Administrative Agent from any Loan Party on behalf of such Lender shall be treated as a payment from the Loan Party to such Lender.

(b) Payment of Other Taxes by the Loan Parties. Without limiting the provisions of subsection (a) above, the Loan Parties shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Law.

(c) Reimbursement by the Lenders. To the extent that the Borrower for any reason fails to pay any amount required under subsection (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof), the Swing Line Lender, the L/C Issuers or any Related Party of any of the foregoing, each Lender (other than the Swing Line Lender in its capacity as such) severally agrees to pay to the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender, the L/C Issuers or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender or L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or the Collateral Agent in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.12(d).

(d) Indemnification by the Loan Parties. The Loan Parties shall, jointly and severally, indemnify the Administrative Agent and each Lender, within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 3.01) paid by the Administrative Agent or such Lender, as the case may be, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the applicable Loan Party to a Governmental Authority, the applicable Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(f) Status of Fee Recipients. Each Fee Recipient hereby represents that it is a Permitted Investor and agrees to update Internal Revenue Service Form W-9 (or its successor form) or applicable Internal Revenue Service Form W-8 (or its successor form) upon any change in such Person's circumstances or if such form expires or becomes inaccurate or obsolete, and to promptly notify the Borrower and the Administrative Agent if such Person becomes legally ineligible to provide such form.

(g) Status of Foreign Lenders. To the extent it is legally entitled to do so, any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the applicable Loan Party is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Loan Document shall deliver to the Loan Parties (with a copy to the Administrative Agent), at the time or times prescribed by applicable Law or reasonably requested by the Loan Parties or the Administrative Agent, such properly completed and executed documentation prescribed by applicable Law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if requested by the Loan Parties or the Administrative Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Loan Parties or the Administrative Agent as will enable the Loan Parties or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other

than such documentation set forth in this Section 3.01(g)(iv), Section 3.01(h) and Section 3.01(i) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender. Each Lender shall, whenever a lapse in time or change in circumstances renders such documentation (including any specific documentation required below in this Section 3.01(g), Section 3.01(h) or Section 3.01(i)) obsolete, expired or inaccurate in any material respect, deliver promptly to the Borrower and the Administrative Agent updated or other appropriate documentation (including any new documentation reasonably requested by the Borrower or the Administrative Agent) or promptly notify the Borrower and the Administrative Agent that it is legally unable to do so.

Without limiting the generality of the foregoing, any Foreign Lender, to the extent it is legally entitled to do so, shall deliver to the Loan Parties and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Loan Parties or the Administrative Agent, but only if such Foreign Lender is legally entitled to do so), whichever of the following is applicable:

(i) duly completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E (as applicable) claiming eligibility for benefits of an income tax treaty to which the United States is a party,

(ii) duly completed copies of Internal Revenue Service Form W-8ECI,

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit M-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "**U.S. Tax Compliance Certificate**") and (y) executed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E (as applicable),

(iv) to the extent a Foreign Lender is not the beneficial owner, executed copies of Internal Revenue Service Form W-8IMY, accompanied by Internal Revenue Service Form W-8ECI, Internal Revenue Service Form W-8BEN or W-8BEN-E (as applicable), a U.S. Tax Compliance Certificate substantially in the form of Exhibit M-3 or Exhibit M-4, Internal Revenue Service Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit M-2 on behalf of each such direct and indirect partner, or

(v) two properly completed and duly signed original copies of any other form prescribed by applicable U.S. federal income tax laws (including the Treasury Regulations) as a basis for claiming a complete exemption from, or a reduction in, U.S. federal withholding tax on any payments to such Lender under the Loan Documents.

(h) Status of Non-Foreign Lenders. Any Lender that is not a Foreign Lender shall deliver to the Loan Parties and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Lender becomes a Lender under this Agreement

(and from time to time thereafter upon the request of the Loan Parties or the Administrative Agent), executed originals of Internal Revenue Service Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax.

(i) FATCA. If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Loan Parties and the Administrative Agent at the time or times prescribed by Law and at such time or times reasonably requested by the Loan Parties or the Administrative Agent such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Loan Parties or the Administrative Agent as may be necessary for the Loan Parties and the Administrative Agent to comply with their obligations under FATCA and to determine whether such Lender has complied with such Lender's obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (i), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(j) Treatment of Certain Refunds. If the Administrative Agent or any Lender determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by the applicable Loan Party or with respect to which the applicable Loan Party has paid additional amounts pursuant to this Section 3.01, it shall pay to the Loan Parties an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Loan Parties under this Section 3.01 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses (including any Taxes) of the Administrative Agent or such Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the applicable Loan Party, upon the request of the Administrative Agent or such Lender, agree to repay the amount paid over to such Loan Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender if the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (j), in no event will the Administrative Agent or any Lender be required to pay any amount to a Loan Party pursuant to this paragraph (j) the payment of which would place the Administrative Agent or the Lender in a less favorable net after-Tax position than the Administrative Agent or the Lender would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This subsection shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Loan Parties or any other Person.

3.02 Alternate Rate of Interest; Illegality.

(a) Subject to clauses (b), (c), (d), (e), and (f) of this Section 3.02, if:

(i) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) prior to the commencement of any interest period for a Term Benchmark Borrowing, that adequate and reasonable means do not exist for ascertaining the Term SOFR Rate (including because the Term SOFR Reference Rate is not available or published on a current basis), for such interest period; or

(ii) the Administrative Agent is advised by the Required Lenders that prior to the commencement of any interest Period for a Term Benchmark Borrowing, the Term SOFR Rate for such interest period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such interest period;

then the Administrative Agent or such Lenders (or Lender) shall promptly notify the Borrower (and the Administrative Agent, if applicable) thereof and, so long as such circumstances shall continue, (i) the Administrative Agent and/or such Lenders (or Lender) shall be under no obligation to make any Term Benchmark Loans, (ii) on the last day of the then-current calendar month (if such circumstances are continuing as of such date), each Term Benchmark Loan shall, unless then paid in full, automatically convert to a Base Rate Loan and (iii) when such circumstances are no longer continuing the Administrative Agent or the affected Lender (or Lenders) as applicable, shall promptly notify the Borrower (and the Administrative Agent, if applicable) thereof and on the last day of the then-current calendar month, any Loan that was converted to a Base Rate Loan pursuant to clause (ii) above shall, unless then paid in full, automatically convert to a Term Benchmark Loan.

(b) Notwithstanding anything to the contrary herein or in any other Loan Document (and any Swap Contract shall be deemed not to be a “Loan Document” for purposes of this Section 3.02), if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (a) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (b) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(c) Notwithstanding anything to the contrary herein or in any other Loan Document, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(d) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (e) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 3.02, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to

take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 3.02.

(e) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of “Interest Period” (or related concept) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” (or related concept) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) Upon the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Term Benchmark Borrowing of Term Benchmark Loans to be made during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted (1) any such request for a Term Benchmark Borrowing into a request for a Borrowing of Base Rate Loans. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate. Furthermore, if any Term Benchmark Loan is outstanding on the date of the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such Term Benchmark Loan, then until such time as a Benchmark Replacement is implemented pursuant to this Section 3.02, any Term Benchmark Loan shall on the last day of the interest period applicable to such Loan be converted by the Administrative Agent to, and shall constitute, a Base Rate Loan on such day.

3.03 Increased Costs.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;

(ii) subject any Lender to any Taxes (other than (A) Indemnified Taxes covered in Section 3.01, (B) taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) with respect to this Agreement, any Letter of Credit, any participation in a Letter of Credit or any Loan made by it, or on its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the applicable offshore interbank market any other condition, cost or expense affecting this Agreement or Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Term Benchmark Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any Lending Office of such Lender or such Lender's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, Letters of Credit issued by, or participations in Letters of Credit held by, such Lender, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company as specified in subsection (a) or (b) of this Section 3.03, in reasonable detail sufficient to allow the Borrower to verify such calculation, and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this Section 3.03 shall not constitute a waiver of such Lender's right to demand such compensation, provided that the Borrower shall not be required to compensate a Lender pursuant to the foregoing provisions of this Section 3.03 for any increased costs incurred or reductions suffered more than six months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the six-month period referred to above shall be extended to include the period of retroactive effect thereof).

3.04 [Reserved].

3.05 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.03, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then such Lender shall use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such

designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.03, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.03, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender is a Defaulting Lender, the Borrower may replace such Lender in accordance with Section 11.13.

3.06 Survival. All of the Borrower's obligations under this Article III shall survive termination of the Aggregate Commitments and repayment of all other Obligations hereunder.

ARTICLE IV CONDITIONS PRECEDENT TO CREDIT EXTENSIONS

4.01 Conditions of Initial Credit Extension. The obligation of each Lender to make its initial Credit Extension hereunder on the Closing Date or for the Administrative Agent to arrange for any Letters of Credit on the Closing Date is subject to the prior or substantially concurrent satisfaction or waiver pursuant to Section 11.01 of the following conditions:

(a) The Administrative Agent's receipt of the following, each in form and substance reasonably satisfactory to the Administrative Agent:

(i) executed counterparts of this Agreement and the Perfection Certificate by each of the parties thereto;

(ii) a Note executed by the Borrower in favor of each Lender requesting a Note;

(iii) the Security Agreement, the Pledge Agreement and the Intellectual Property Security Agreement, each duly executed by each Loan Party thereto, together with:

(A) UCC financing statements in form satisfactory to the Administrative Agent for filing under the Uniform Commercial Code of all jurisdictions in which any Loan Party is organized,

(B) evidence that all other action that the Administrative Agent may deem necessary or desirable in order to perfect the Liens created under the Collateral Documents has been taken (including receipt of duly executed payoff letters, and UCC-3 termination statements); and

(C) evidence that all action required to perfect the Collateral Agent's security interest in the Intellectual Property of the Loan Parties that own Intellectual Property registered in the United States Patent & Trademark Office or the United States Copyright Office has been or will be taken;

(iv) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent

may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party;

(v) good standing or active status certificates, as applicable, of each Loan Party in its jurisdiction of organization and, to the extent reasonably requested by the Administrative Agent, bring-down good standing or active status certificates, as applicable;

(vi) an opinion of Latham & Watkins LLP, counsel to the Loan Parties, in form and substance reasonably satisfactory to the Administrative Agent;

(vii) a certificate signed by a Responsible Officer of the Borrower certifying that the conditions specified in Sections 4.02(a) and (b) have been satisfied;

(viii) a certificate signed by a Responsible Officer of the Borrower certifying that, after giving effect to the Transaction, the Loan Parties on a Consolidated basis are Solvent;

(ix) certificates of insurance naming the Collateral Agent, on behalf of the Lenders, as an additional insured or loss payee, as the case may be, under all insurance policies maintained with respect to the assets and properties of the Loan Parties that constitute Collateral as may be requested by the Administrative Agent;³

(x) any releases, terminations and such other documents as Administrative Agent may reasonably request to evidence and effectuate the termination of the DIP ABL Facility [and any existing Indebtedness or other obligations to be repaid and/or terminated on the Closing Date];

(xi) copies of documentation for the Term Facility, which documentation shall include the Term Loan Agreement and all exhibits and schedules thereto and the Term Facility shall have become effective substantially concurrently with this Agreement on the Closing Date;

(xii) executed counterparts of the Intercreditor Agreement from each of the parties thereto;

(xiii) results of searches or other evidence reasonably satisfactory to the Collateral Agent (in each case dated as of a date reasonably satisfactory to the Collateral Agent) indicating the absence of Liens on the assets of the Loan Parties, except for Permitted Liens and Liens for which termination statements and releases or subordination agreements are being tendered on the Closing Date; and

(xiv) such other certificates, documents, consents or opinion as the Administrative Agent may reasonably require.

³ We assume certificates of insurance can be delivered by closing, with endorsements delivered post-closing in accordance with Schedule 6.19. [Note to LW: Yes, that's correct.]

(b) The Administrative Agent shall have received a Borrowing Base Calculation (either by Approved Electronic Communications or in writing) prepared as of a date not earlier than [December 28, 2024].

(c) [Reserved].

(d) The Lenders shall have received, to the extent requested, all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act.

(e) [Reserved].

(f) Excess Availability. After giving effect to the Credit Extensions to be made on the Closing Date, and the consummation of all transactions contemplated hereby to occur on the Closing Date (including, for the avoidance of doubt, the borrowing of Term Loans on the Closing Date), Excess Availability shall be no less than \$[●].

(g) The Bankruptcy Court shall have entered an order, in form and substance reasonably satisfactory to Agent, confirming an Approved Plan of Reorganization (the “Confirmation Order”), and the Confirmation Order shall not have been stayed by the Bankruptcy Court or by any other court having jurisdiction to issue any such stay, it being understood and agreed that (i) the Confirmation Order shall have been entered upon proper notice to all parties to be bound by the Approved Plan of Reorganization, all as may be required by the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and any applicable local bankruptcy rules, and (ii) the Confirmation Order must be in full force and effect.

(h) An Approved Plan of Reorganization shall have been substantially consummated substantially concurrently with the occurrence of the Closing Date.

Without limiting the generality of the provisions of Section 9.07, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

4.02 Conditions to All Credit Extensions. The obligation of each Lender to honor any Request for Credit Extension (including on the Closing Date), is subject to the following conditions precedent:

(a) The representations and warranties of the Borrower and each other Loan Party contained in this Agreement and the other Loan Documents shall be true and correct in all material respects on and as of the date of such Credit Extension, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date; provided that, in each case, any representation and warranty that is qualified as to “materiality,” “Material Adverse Effect” or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on and as of the date of such Credit Extension or on such earlier date, as the case may be.

(b) No Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds thereof.

(c) The Administrative Agent and, if applicable, each L/C Issuer or the Swing Line Lender shall have received a Request for Credit Extension in accordance with the requirements hereof.

Each Request for Credit Extension submitted by the Borrower shall be deemed to be a representation and warranty that the conditions specified in Section 4.02(b), and solely with respect to a Credit Extension on the Closing Date, Section 4.02(a) have been satisfied on and as of the date of the applicable Credit Extension.

ARTICLE V REPRESENTATIONS AND WARRANTIES

Each of the Loan Parties represents and warrants to the Administrative Agent and the Lenders that:

5.01 Existence, Qualification and Power. Each Loan Party and each of its Subsidiaries (a) is duly organized or formed, validly existing and, as applicable, in good standing or of active status under the Laws of the jurisdiction of its incorporation or organization (to the extent such concepts exist in such jurisdiction), (b) has all requisite power and authority and all requisite governmental licenses, permits, authorizations, consents and approvals to (i) own or lease its assets and carry on its business as currently conducted or proposed to be conducted, and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party, and (c) is duly qualified and is licensed and, as applicable, in good standing (to the extent such concepts exist in such jurisdiction) or of active status under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clause (b)(i) or (c), to the extent that failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Schedule 5.01 annexed hereto sets forth, as of the Closing Date, each Loan Party's name as it appears in official filings in its state of incorporation or organization, its state of incorporation or organization, organization type, organization number, if any, issued by its state of incorporation or organization and its Federal employer identification number.

5.02 Authorization; No Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is or is to be a party have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of any of such Person's Organization Documents; (b) conflict with or result in any breach or contravention of, or the creation of (or the requirement to create) any Lien under, or require any payment to be made under (i) any Contractual Obligation or Material Indebtedness to which such Person is a party or affecting such Person or the properties of such Person or any of the Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (c) violate any applicable Law, except in the case of clause (b) or (c), to the extent that such conflict, breach, contravention or violation could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.03 Governmental Authorization; Other Consents. No material approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document or the Term Loan Documents, except for (a) filings necessary to perfect the Liens on the Collateral granted by the Loan Parties pursuant to the Collateral Documents, (b) the approvals, consents, exemptions, authorizations, actions, notices and filings that have been duly obtained, taken, given or made and are in full force and effect (except to the extent not required to be obtained, taken, given or made or in full force and effect

pursuant to the Collateral Documents) and (c) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make would not reasonable be expected to have, individually or in the aggregate, a Material Adverse Effect.

5.04 Binding Effect. This Agreement and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by each Loan Party that is party thereto. This Agreement and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

5.05 Financial Statements; No Material Adverse Effect.

(a) [Reserved].

(b) Since ~~December 22~~December 22, 2024, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

(c) The Consolidated forecasted balance sheet, statements of income and cash flows of Holdings and its Subsidiaries delivered pursuant Section 6.01, when taken as a whole, were prepared in good faith on the basis of the assumptions stated therein, which assumptions were reasonable in light of the conditions existing at the time of delivery of such forecasts, and represented, at the time of delivery, a reasonable estimate of the Borrower's and its Subsidiaries future financial condition and performance (it being understood that (i) no forecasts are to be viewed as facts, (ii) any forecasts are subject to significant uncertainties and contingencies many of which are beyond the control of the Loan Parties, (iii) no assurance can be given that any particular forecasts will be realized and (iv) actual results may differ and such differences may be material).

5.06 Litigation. There are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Loan Parties threatened (in writing) at law, in equity, in arbitration or before any Governmental Authority, by or against Holdings or any of its Subsidiaries or against any of their properties or revenues that (a) purport to affect or pertain to this Agreement or any other Loan Document, or (b) would reasonably be expected to have a Material Adverse Effect.

5.07 [Reserved].

5.08 Ownership of Property; Liens; Investments.

(a) Each Loan Party and each of the Subsidiaries has good record, marketable and insurable title in fee simple to all owned Real Estate necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each Loan Party and each of the Subsidiaries has good record and marketable title to, or valid leasehold interests in, all personal property necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No Mortgage encumbers improved owned Real Estate that is located in an area that has been identified by the Secretary of Housing and

Urban Development as an area having special flood hazards within the meaning of the National Flood Insurance Act of 1968 unless flood insurance has been obtained in accordance with Section 6.07(b).

(b) The properties and assets of each Loan Party and each of the Subsidiaries are subject to no Liens, other than (i) with respect to Mortgaged Property, Permitted Encumbrances and (ii) with respect to all other properties and assets, Permitted Liens.

(c) Schedule 5.08(c) sets forth a complete and accurate list as of the Closing Date of all Real Estate owned by each Loan Party and each of the Subsidiaries showing the street address, county or other relevant jurisdiction, state, record owner and book and estimated fair value thereof.

(d) (i) Schedule 5.08(d)(i) sets forth a complete and accurate list of all Leases under which any Loan Party is the lessee as of the Closing Date showing the street address, county or other relevant jurisdiction, state, lessor, lessee and expiration date.

(ii) Schedule 5.08(d)(ii) sets forth a complete and accurate list of all leases of Real Estate under which any Loan Party is the lessor as of the Closing Date showing the street address, county or other relevant jurisdiction, state, lessor, lessee, expiration date and annual rental cost thereof.

(e) Schedule 5.08(e) sets forth a complete and accurate list of all Investments held by any Loan Party or any Subsidiary of a Loan Party on the date hereof, showing as of the date hereof the amount, obligor or issuer and maturity, if any, thereof.

5.09 Environmental Matters.

(a) Neither any Loan Party nor any Subsidiary (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any Environmental Permit, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability, except, in each case, as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Except as would not reasonably be expected to result in a Material Adverse Effect, (i) none of the properties currently or, to the knowledge of the Loan Parties, formerly owned, leased, or operated by any Loan Party or any Subsidiary is listed or, to the knowledge of the Loan Parties, proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state or local list or is adjacent to any such property; (ii) none of the properties to which any Loan Party or any Subsidiary has, directly or indirectly, transported or arranged for the transportation of any Hazardous Materials, is listed or, to the knowledge of the Loan Parties, proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state or local list; (iii) there are no and, to the knowledge of the Loan Parties, never have been any underground or above-ground storage tanks or any surface impoundments, septic tanks, pits, sumps or lagoons in which Hazardous Materials are being or have been treated, stored or disposed on any property currently owned, leased, or operated by any Loan Party or any Subsidiary or, to the knowledge of the Loan Parties, on any property formerly owned, leased, or operated by any Loan Party or any Subsidiary; (iv) there is no asbestos or asbestos-containing material on any property currently owned or operated by any Loan Party or any Subsidiary; and (v) Hazardous Materials have not been Released, discharged, or disposed of on any property currently or, to the knowledge of the Loan Parties, formerly owned, leased, or operated by any Loan Party or any Subsidiary.

(c) (i) Neither any Loan Party nor any Subsidiary is undertaking, and has not completed, either individually or together with other potentially responsible parties, any investigation or assessment or remedial or response action relating to any actual or threatened Release, discharge or disposal of Hazardous Materials at any site, location or operation, either voluntarily or pursuant to the order of any Governmental Authority or the requirements of any Environmental Law, except as would not reasonably be expected to result in a Material Adverse Effect; and (ii) all Hazardous Materials generated, used, treated, handled, stored, or transported by, or on behalf of, any Loan Party or any Subsidiary have been disposed of in a manner which would not reasonably be expected to result in a Material Adverse Effect.

5.10 Insurance. Schedule 5.10 sets forth a description of all insurance maintained by or on behalf of the Loan Parties as of the Closing Date. As of the Closing Date, each insurance policy listed on Schedule 5.10 is in full force and effect and all premiums in respect thereof that are due and payable have been paid.

5.11 Taxes. The Loan Parties and their Subsidiaries have filed all material Tax returns and reports required to be filed, and have paid all Taxes levied or imposed upon them or their properties, income or assets otherwise due and payable and have satisfied all of their Tax withholding obligations, except (a) Taxes which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP and which contest effectively suspends the collection of the contested obligation and the enforcement of any Lien securing such obligation and (b) any Tax return, report or Taxes, the failure to file or to pay, as the case may be, would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect. There is no proposed Tax deficiency or assessment known to any Loan Party against the Loan Party or any Subsidiary that would, if made, individually or in the aggregate, have a Material Adverse Effect. Except as could not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, each Loan Party and each of its Subsidiaries has made adequate provisions in accordance with GAAP for all Taxes not yet due and payable.

5.12 ERISA Compliance.

(a) Except as could not reasonably be expected to result in a Material Adverse Effect, (i) each Plan is in compliance with its terms and the applicable provisions of ERISA and the Code, (ii) each Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto and, to the knowledge of the Borrower, nothing has occurred which could reasonably be expected to prevent, or cause the loss of, such qualification, and (iii) Holdings, the Borrower and each ERISA Affiliate have made all required contributions to each Pension Plan, and no application for a funding waiver or an extension of any amortization period pursuant to Section 412 of the Code has been made with respect to any Pension Plan.

(b) There are no pending or, to the knowledge of the Loan Parties, threatened claims (other than claims for benefits in the normal course), actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There has been no nonexempt “prohibited transaction” (as defined in Section 406 of ERISA and Section 4975 of the Code) or violation of the fiduciary responsibility rules by Holdings or the Borrower with respect to any Plan that, individually or in the aggregate, has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) Except as could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect: (i) no ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has any Unfunded Pension Liability as of the most recent valuation date for such Pension Plan; (iii) none of Holdings, the Borrower or any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iv) none of Holdings, the Borrower or any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (v) none of Holdings, the Borrower or any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA.

(d) Except as would not reasonably be expected to result in a Material Adverse Effect: (i) each Foreign Plan has been maintained in compliance with its terms and with the requirements of any and all applicable laws, statutes, rules, regulations and orders and has been maintained, where required, in good standing with applicable regulatory authorities, (ii) none of Holdings, the Borrower or any Subsidiary have incurred any obligation in connection with the termination of or withdrawal from any Foreign Plan, and (iii) the present value of the accrued benefit liabilities (whether or not vested) under each Foreign Plan which is funded, determined as of the end of the most recently ended Fiscal Year of Holdings, the Borrower or any Subsidiary (based on the actuarial assumptions used for purposes of the applicable jurisdiction's financial reporting requirements), did not exceed the current value of the assets of such Foreign Plan (and for each Foreign Plan which is not funded, the obligations of such Foreign Plan are properly accrued).

5.13 Subsidiaries; Equity Interests; Loan Parties. As of the Closing Date, no Loan Party has any Subsidiaries other than those specifically disclosed in Part (a) of Schedule 5.13, and all of the outstanding Equity Interests in such Subsidiaries have been validly issued, are fully paid and non-assessable and are owned by a Loan Party in the amounts specified on Part (a) of Schedule 5.13 free and clear of all Liens except those created under the Collateral Documents and the Term Loan Documents and the Swedish Credit Facility and any nonconsensual Lien that is permitted under Section 7.01. As of the Closing Date no Loan Party has any equity investments in any other corporation or entity other than those specifically disclosed in Part (b) of Schedule 5.13.

5.14 Margin Regulations; Investment Company Act.

(a) None of the proceeds of the Loans shall be used in any manner that would result in a violation of Regulations T, U or X of the FRB.

(b) None of the Loan Parties or any Subsidiary is or is required to be registered as an "investment company" under the Investment Company Act of 1940.

5.15 Disclosure.

(a) No written report, financial statement, certificate or other information furnished by or on behalf of the Loan Parties to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (in each case as modified or supplemented by other information so furnished), taken as a whole, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading; provided that, with respect to (i) projected financial information, financial

estimates, forecasts or other forward-looking information, the Loan Parties represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time and (ii) such information shall not include information of a general economic or general industry nature.

(b) As of the Closing Date, to the best knowledge of the Borrower, the information included in the most recent Beneficial Ownership Certification provided on or prior to the Closing Date to any Lender in connection with this Agreement is true and correct in all respects.

5.16 Compliance with Laws. Each Loan Party and each Subsidiary thereof is in compliance in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

5.17 Intellectual Property; Licenses, Etc. Each Loan Party and each of its Subsidiaries own, or possess the right to use, all of the Intellectual Property that are reasonably necessary for the operation of their respective businesses, except as would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect, and Schedule 5.17 (as supplemented by any writing delivered pursuant to Section 6.02(g)) sets forth a complete and accurate list of all such Intellectual Property owned by each Loan Party and each of its Subsidiaries which are registered with the United States Patent and Trademark Office and United States Copyright Office. To the knowledge of the Borrower, no slogan or other advertising or other material or patent, trademark or copyright now employed by any Loan Party or any of its Subsidiaries infringes upon any Intellectual Property right held by any other Person, except to the extent that any such infringement could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 5.17, no claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Loan Parties, threatened, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

5.18 Solvency. On a Consolidated basis, after giving effect to the Transaction, the Loan Parties are Solvent.

5.19 [Reserved].

5.20 Labor Matters. There are no strikes, lockouts, slowdowns or other material labor disputes against any Loan Party pending or, to the knowledge of any Loan Party, threatened that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. To the knowledge of the Borrower and Holdings, (a) the hours worked by and payments made to employees of the Loan Parties comply in all material respects with the Fair Labor Standards Act and any other applicable Federal, state, local or foreign Law dealing with such matters, (b) no Loan Party has incurred any material liability or obligation under the Worker Adjustment and Retraining Act or similar state Law and (c) all payments due from any Loan Party, or for which any claim may be made against any Loan Party, on account of wages and employee health and welfare insurance and other benefits, have been paid or properly accrued in all material respects in accordance with GAAP as a liability on the books of such Loan Party. There are no representation proceedings pending or, to any Loan Party's knowledge, threatened to be filed with the National Labor Relations Board, and no labor organization or group of employees of any Loan Party has made a pending demand for recognition except those that could not reasonably be expected to have a Material Adverse Effect. There are no complaints, unfair labor practice charges, grievances, arbitrations, unfair employment practices charges or any other claims or complaints

against any Loan Party pending or, to the knowledge of any Loan Party, threatened to be filed with any Governmental Authority or arbitrator based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment of any employee of any Loan Party except those that could not reasonably be expected to have a Material Adverse Effect.

5.21 Collateral Documents. The provisions of the Collateral Documents are effective to create in favor of the Collateral Agent for the benefit of the Credit Parties a legal, valid and enforceable First Priority Lien or Second Priority Lien, as applicable (subject to Permitted Liens), on all right, title and interest of the respective Loan Parties in the Collateral described therein, and (a) when all appropriate filings or recordings are made in the appropriate offices as may be required under applicable ~~law~~Law and (b) upon the taking of possession or control by the Collateral Agent of such Collateral with respect to which a security interest may be perfected only by possession or control (which possession or control shall be given to the Collateral Agent to the extent required by any Collateral Document), such Collateral Document will constitute fully perfected Liens on, and security interests in, all right, title and interest of the Loan Parties in such Collateral. Prior to the Discharge of Term Obligations, the representations made in this Section 5.21 with respect to possession or control of any Collateral on which there is a Second Priority Lien by the Collateral Agent shall be deemed to refer to the possession or control of such Collateral by the collateral agent for the Term Facility (holding for the benefit of the Collateral Agent for the Credit Parties).

5.22 USA PATRIOT Act. To the extent applicable, each of Holdings and its Subsidiaries is in compliance, in all material respects, with (a) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto and (b) the USA PATRIOT Act. No part of the proceeds of the Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

5.23 Anti-Corruption Laws and Sanctions. Each Loan Party has implemented and maintains in effect policies and procedures designed to ensure compliance by such Loan Party, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and such Loan Party, its Subsidiaries and their respective officers and employees and, to the knowledge of such Loan Party, its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) any Loan Party, any Subsidiary or any of their respective directors, officers or employees, or (b) to the knowledge of any such Loan Party or Subsidiary, any agent of such Loan Party or any Subsidiary that will act in any capacity in connection with or benefit from the ABL Facility established hereby, is a Sanctioned Person. No Borrowing or Letter of Credit, use of proceeds, or transaction contemplated by this Agreement or the other Loan Documents will violate Anti-Corruption Laws or applicable Sanctions.

5.24 Affected Financial Institutions. No Loan Party is an Affected Financial Institution.

5.25 Plan Assets. No Loan Party or any of its Subsidiaries is an entity deemed to hold “plan assets” (within the meaning of the Plan Asset Regulations).

**ARTICLE VI
AFFIRMATIVE COVENANTS**

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement), the Borrower shall, and shall (except in the cases of the covenants set forth in Sections 6.01, 6.02 and 6.03) cause each Subsidiary to:

6.01 Financial Statements and Other Information. Deliver to the Administrative Agent, in form and detail reasonably acceptable to the Administrative Agent:

(a) as soon as available, but in any event within **90(i) 135 days after the end of the first Fiscal Year of Holdings ending after the Closing Date, and (ii) 105** days after the end of each Fiscal Year of Holdings thereafter, a Consolidated balance sheet of Holdings and its Subsidiaries as at the end of such Fiscal Year, and the related Consolidated statements of income or operations, shareholders' equity (if available) and cash flows for such Fiscal Year setting forth in each case in comparative form the figures for the previous Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, audited and accompanied by a report and opinion of Ernst & Young LLP or another Registered Public Accounting Firm of nationally recognized standing reasonably satisfactory to the Administrative Agent, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit (it being agreed that an explanatory or emphasis of matter paragraph does not constitute a qualification or exception) (provided that such report may contain a "going concern" or like qualification or exception, or qualification arising out of the scope of the audit, if such qualification or exception arises solely with respect to, results from or arises on account of (i) an upcoming maturity date hereunder or under any other Indebtedness Incurred in compliance with this Agreement or (ii) any potential or actual inability to satisfy any financial maintenance covenant included in this Agreement or any other Indebtedness of the Borrower or its Subsidiaries);

(b) as soon as available, but in any event within 50 days after the end of each of the first three Fiscal Quarters of each Fiscal Year of Holdings (commencing with the Fiscal Quarter ending December 28, 2024) a Consolidated balance sheet of Holdings and its Subsidiaries as at the end of such Fiscal Quarter, and the related Consolidated statements of income or operations and cash flows for such Fiscal Quarter and for the portion of Holdings' Fiscal Year then ended, setting forth in each case in comparative form the figures for the corresponding Fiscal Quarter of the previous Fiscal Year and the corresponding portion of the previous Fiscal Year and to the figures as set forth in the projections delivered pursuant to Section 6.01(d), all in reasonable detail, certified by a Responsible Officer on behalf of Holdings as fairly presenting in all material respects the financial condition, results of operations, shareholders' equity and cash flows of Holdings and its Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments, including, but not limited to, purchase accounting adjustments, and the absence of footnotes;

(c) as soon as available, but in any event within 40 days **(or with respect to the Fiscal Months ending February 2025, March 2025 and April 2025, 60 days)** after the end of each of the Fiscal Months of each Fiscal Year of Holdings (commencing with the Fiscal Month ending in February 2025), a Consolidated balance sheet of Holdings and its Subsidiaries as of the end of such Fiscal Month, and the related Consolidated statements of income or operations and cash flows for such Fiscal Month and for the portion of Holdings' Fiscal Year then ended, setting forth in each case in comparative form for the corresponding month of the previous Fiscal Year and the corresponding portion

of the previous Fiscal Year, and to the figures as set forth in the projections delivered pursuant to Section 6.01(d), all in reasonable detail and duly certified by a Responsible Officer on behalf of Holdings as fairly presenting in all material respects the financial condition, results of operations, shareholders' equity, and cash flows of Holdings and its Subsidiaries in accordance with GAAP, subject only to normal year-end and quarterly adjustments and the absence of footnotes; and

(d) as soon as available, but in any event no later than 60 days after the end of each Fiscal Year of Holdings (commencing with the Fiscal Year ending March 29, 2025), an annual budget of Holdings and its Subsidiaries on a Consolidated basis for the immediately following Fiscal Year, prepared by management of the Loan Parties for its internal use consistent with the annual budget and related financial statements delivered by the Borrower under the Existing Credit Agreement or as otherwise reasonably acceptable to the Administrative Agent.

6.02 Certificates; Other Information. Deliver to the Administrative Agent, in form and detail reasonably satisfactory to the Administrative Agent:

(a) concurrently with the delivery of the financial statements referred to in Sections 6.01(a) and ~~(a)(b) (commencing with the financial statements for the period ending March 31, 2025)~~, (i) a duly completed Compliance Certificate signed by a Responsible Officer of Holdings, ~~as of the most recent Fiscal Quarter end for which financial statements are available or were required to be delivered under Section 6.01(a) or Section 6.01(a)~~, and (ii) notice of any change in the location of any office in which a Loan Party maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility);

(b) concurrently with the delivery of the financial statements referred to in Section 6.01(c), a duly completed Compliance Certificate signed by a Responsible Officer of Holdings, as of the most recent Fiscal ~~Quarter~~Month end for which financial statements are available or were required to be delivered under Section 6.01(c).

(c) the Borrowing Base Calculation information and items described on Schedule 6.02(c) hereto by the respective dates set forth therein. All information provided by the Borrower to the Administrative Agent in each Borrowing Base Calculation (i) shall be certified (through ABLSoft) to be true and correct in all respects and based on information contained in the Borrower's financial records, (ii) shall be in accordance with the representations, warranties, agreements and covenants for such information in this Agreement as to the determination of the Borrowing Base and (iii) may be utilized for the determination and calculation of the Borrowing Base;

(d) promptly after the same are publicly available, copies of all annual, regular, periodic and special reports and registration statements which Holdings or the Borrower may file or be required to file with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934, or with any national securities exchange, and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(e) not later than seven (7) Business Days after receipt thereof by any Loan Party or any Subsidiary thereof, copies of all notices, requests and other documents (including amendments, waivers and other modifications) so received under or pursuant to any Term Loan Document or instrument, indenture, loan or credit or similar agreement regarding or related to any breach or default by any party thereto or any other event that, in each case, could have a Material Adverse Effect;

(f) promptly after any Loan Party has knowledge thereof, written notice of (i) any action or proceeding relating to any Environmental Law pending or threatened against any Loan Party or any of its Subsidiaries, (ii) any noncompliance with any Environmental Law by any Loan Party or any of its Subsidiaries, (iii) the existence of any Environmental Liability, or (iv) the existence of any Release of Hazardous Materials at any property currently or formerly owned, leased or operated by any Loan Party or any of its Subsidiaries, which action, proceeding, non-compliance, Environmental Liability or Release could (x) reasonably be expected to have a Material Adverse Effect, or (y) cause any property described in the Mortgages to be subject to any material restrictions on ownership, occupancy, use or transferability under any Environmental Law;

(g) as soon as available, but in any event within thirty (30) days after the end of each Fiscal Year of the Borrower, to the extent that it would reflect information not previously delivered to the Administrative Agent, (i) a report supplementing Schedules 5.08(c), 5.08(d) and 5.08(d)(ii), including an identification of all owned real property disposed of by any Loan Party or any Subsidiary thereof and all leased real property disposed of by any Loan Party or any Domestic Subsidiary during such Fiscal Year, a list and description (including the street address, county or other relevant jurisdiction, state, record owner, book value thereof and, in the case of leases of property, lessor, lessee, expiration date and annual rental cost thereof) of all Real Estate acquired or leased during such Fiscal Year and a description of such other changes in the information included in such Schedules as may be necessary for such Schedules to be accurate and complete, (ii) a report supplementing Schedules 5.08(e), 5.13 and 5.17 containing a description of all changes in the information included in such Schedules as may be necessary for such Schedules to be accurate and complete, each such report to be signed by a Responsible Officer of Holdings and to be in a form reasonably satisfactory to the Administrative Agent and (iii) a duly completed Perfection Certificate Supplement;

(h) at least five (5) Business Days prior written notice (or such shorter period as to which the Administrative Agent in its sole discretion agrees) of any change in: (i) any Loan Party's name (ii) any Loan Party's organizational structure or jurisdiction of incorporation or formation; or (iii) any Loan Party's Federal Taxpayer Identification Number or organizational identification number assigned to it by its state of organization;

(i) promptly after the request by the Administrative Agent or any Lender, all documentation and other information that the Administrative Agent or such Lender reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act and the Beneficial Ownership Regulation;

(j) upon request by the Administrative Agent, copies of: (i) each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) filed by any ERISA Affiliate with the Internal Revenue Service with respect to each Pension Plan; (ii) the most recent actuarial valuation report for each Pension Plan; and (iii) all notices received by any ERISA Affiliate from a Multiemployer Plan sponsor or any governmental agency concerning an ERISA Event; ~~and~~

(k) promptly upon the incurrence of any Permitted Liens on any Collateral included in the Borrowing Base, notice of any such Permitted Liens and such documentation and other related information reasonably requested by the Administrative Agent; and

(1) ~~(b)~~ promptly, such additional information regarding the business, financial, legal or corporate affairs of any Loan Party or any Subsidiary thereof, as the Administrative Agent may from time to time reasonably request.

Documents required to be delivered pursuant to Section 6.01(a) or ~~(a)(b)~~ or Section 6.02(c) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered by Approved Electronic Communications and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet at the website address listed on Schedule 11.02; or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that: (A) upon request, the Borrower shall deliver paper copies of such documents to the Administrative Agent, and (B) the Borrower shall notify the Administrative Agent (by Approved Electronic Communications) of the posting of any such documents and provide such documents to the Administrative Agent by Approved Electronic Communications. The Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrower hereby acknowledges that (1) the Administrative Agent and/or the Arranger will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "**Borrower Materials**") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "**Platform**") and (2) certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material nonpublic information with respect to the Borrower or its securities) (each, a "**Public Lender**"). The Borrower hereby agrees that at any time that the Borrower is the issuer of any outstanding debt or equity securities that are registered or issued pursuant to a private offering or is actively contemplating issuing any such securities it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (w) all such Borrower Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, the Arranger and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 11.07); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Investor"; and (z) the Administrative Agent and the Arranger shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Investor."

6.03 Notices. Promptly, after knowledge thereof by a Responsible Officer, notify the Administrative Agent:

- (a) of the occurrence of any Default;
- (b) of any matter that has resulted or would reasonably be expected to result in a Material Adverse Effect, including as a result of (i) breach or non-performance of, or any default under, a Contractual Obligation of any Loan Party or any Subsidiary thereof; (ii) any dispute, litigation, investigation, proceeding or suspension between any Loan Party or any Subsidiary thereof and any

Governmental Authority; or (iii) the commencement of, or any material development in, any litigation or proceeding affecting any Loan Party or any Subsidiary thereof, including pursuant to any applicable Environmental Laws;

(c) of the occurrence of any ERISA Event that would reasonably be expected to result in a Material Adverse Effect;

(d) of any material change in accounting policies or financial reporting practices by any Loan Party or any Subsidiary thereof;

(e) of (i) any casualty or other insured damage to any portion of the Collateral or (ii) the commencement of any action or proceeding for the taking of any interest in a portion of the Collateral under power of eminent domain or (iii) any condemnation or similar proceeding or if any portion of the Collateral is damaged or destroyed; provided, however, that with respect to each of clauses (i), (ii) and (iii), the amount of Collateral affected thereby shall have an aggregate fair market value in excess of \$1.0 million;

(f) of any change in Holdings' or the Borrower's chief executive officer or chief financial officer;

(g) any termination, withdrawal or resignation of Holdings' or the Borrower's Registered Public Accounting Firm; and

(h) any change in the information provided in the Beneficial Ownership Certification most recently delivered to such Lender that would result in a change to the list of beneficial owners identified in such certification.

Each notice pursuant to Section 6.03(a) shall be made by Approved Electronic Communications accompanied by a statement of a Responsible Officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto.

6.04 Payment of Obligations. Pay and discharge as the same shall become due and payable (a) all Taxes upon it or its properties or assets in all respects, unless the same are being contested in good faith by appropriate proceedings diligently conducted, adequate reserves in accordance with GAAP are being maintained by such Loan Party or such Subsidiary and such contest effectively suspends the collection of the contested obligation and the enforcement of any Lien securing such obligation; except for Taxes that could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect; and (b) all material lawful claims which, if unpaid, would by law become a Lien upon its property (except as set forth in clause (a) above).

6.05 Preservation of Existence, Etc. (a) Preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization with respect to the maintenance of good standing status of any Loan Party (other than the Borrower), it will not be a breach of clause (a) of this Section 6.05 unless the failure to maintain good standing of such Loan Party could reasonably be expected to have a Material Adverse Effect; (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c) preserve or renew all of its registered patents, trademarks, trade names

and service marks, the non-preservation or non-renewal of which could reasonably be expected to have a Material Adverse Effect.

6.06 Maintenance of Properties. (a) Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear, casualty or condemnation excepted; and (b) make all necessary repairs thereto and renewals and replacements thereof except, in each case, where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

6.07 Maintenance of Insurance. [Subject to Section 6.19](#)

(a) Maintain with financially sound and reputable insurance companies not Affiliates of the Loan Parties, insurance with respect to its properties and business against loss or damage (i) of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons or (ii) substantially similar to insurance maintained by the Borrower and its Subsidiaries on the Closing Date, in each case, subject to such changes as the Borrower may reasonably deem appropriate in its business judgment with respect to deductibles, self-insured amounts, coverage exclusions and maximum covered losses (provided that none of such policies shall include a co-insurance clause) and with respect to policies for Holdings and the Domestic Subsidiaries, providing for not less than 30 days' prior notice ([10 days' prior notice in the case of cancellation for nonpayment](#)) to the Administrative Agent of termination, lapse or cancellation of such insurance.

(b) With respect to each improved Real Estate subject to a Mortgage, obtain flood insurance with coverages and in amounts sufficient to comply with the Flood Insurance Laws and, in any event, in an amount not less than \$5.0 million for Zone A "special flood hazard areas" and \$10.0 million for all other "special flood hazard areas", in each case, as set forth on any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), otherwise comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws and deliver to the Administrative Agent evidence of such compliance in form and substance reasonably acceptable to the Administrative Agent.

(c) Fire and extended coverage policies maintained with respect to any Collateral shall be endorsed or otherwise amended to include (i) a mortgage clause (regarding improvements to Real Estate) and lenders' loss payable clause (regarding personal property), in form and substance satisfactory to the Collateral Agent, which endorsements or amendments shall provide that the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, and (ii) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Credit Parties. Commercial general liability policies shall be endorsed to name the Collateral Agent as an additional insured. Business interruption policies with respect to Holdings and the Domestic Subsidiaries shall name the Collateral Agent as a loss payee and shall be endorsed or amended to include (A) a provision that, from and after the Closing Date, the insurer shall pay all proceeds otherwise payable to the Loan Parties under the policies directly to the Collateral Agent, and (B) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Credit Parties. Each such policy referred to in this Section 6.07 shall also provide that it shall not be canceled or not renewed (i) by reason of nonpayment of premium except upon not less than ten (10) days' prior written notice thereof by the insurer to the Collateral Agent (giving the Collateral Agent the right to cure defaults in the payment of premiums) or (ii) for any other reason except upon not less than thirty (30) days' prior written notice thereof by the insurer to the Collateral Agent. The Borrower shall deliver to the Collateral Agent, prior to the cancellation, modification adverse to the

Lenders, or non-renewal of any such policy of insurance, a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Collateral Agent, including an insurance binder) together with evidence satisfactory to the Collateral Agent of payment of the premium therefor.

(d) In the event that any part of the Collateral (other than, so long as the Term Facility is outstanding, Term Priority Collateral) is damaged by fire or other casualty and the insurance proceeds for such damage are greater than \$5.0 million in any Fiscal Year, whether or not a Cash Dominion Trigger Event then exists, such proceeds, in their entirety, shall be delivered to the Administrative Agent and the Administrative Agent shall promptly apply such proceeds to reduce the Borrower's outstanding Credit Extensions in accordance with Sections 2.05(e) or 8.03, as applicable. In the event any part of the Collateral (other than, so long as the Term Facility is outstanding, Term Priority Collateral) is damaged by fire or other casualty and the insurance proceeds for such damage are less than \$5.0 million in any Fiscal Year, such proceeds, in their entirety, shall be delivered to the Borrower, unless a Cash Dominion Trigger Event is then occurring, in which event such proceeds shall be delivered to the Administrative Agent and the Administrative Agent shall promptly apply such proceeds to reduce the Borrower's outstanding balance of Credit Extensions in accordance with Sections 2.05(e) or 8.03, as applicable.

(e) None of the Credit Parties, or their agents or employees shall be liable for any loss or damage insured by the insurance policies required to be maintained under this Section 6.07. Each Loan Party shall look solely to its insurance companies or any other parties other than the Credit Parties for the recovery of such loss or damage and such insurance companies shall have no rights of subrogation against any Credit Party or its agents or employees. If, however, the insurance policies do not provide waiver of subrogation rights against such parties, as required above, then the Loan Parties hereby agree, to the extent permitted by law, to waive their right of recovery, if any, against the Credit Parties and their agents and employees. The designation of any form, type or amount of insurance coverage by any Credit Party under this Section 6.07 shall in no event be deemed a representation, warranty or advice by such Credit Party that such insurance is adequate for the purposes of the business of the Loan Parties or the protection of their properties.

6.08 Compliance with Laws. Comply in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted and with respect to which adequate reserves have been set aside and maintained by the Loan Parties in accordance with GAAP; or (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

6.09 Books and Records. Maintain proper books of record and account, in which entries in conformity in all material respects with GAAP under U.S. law, with respect to Holdings and its Domestic Subsidiaries, and under applicable foreign law, with respect to Foreign Subsidiaries (provided that nothing in this Section 6.09 shall affect the obligation of Holdings to provide financial statements in accordance with GAAP under Section 6.01), consistently applied shall be made of all financial transactions and matters involving the assets and business of the Loan Parties.

6.10 Inspection Rights.

(a) Permit representatives and independent contractors of the Administrative Agent (accompanied by any Lender (with the consent of the Borrower (not to be unreasonably withheld)) to visit and inspect any of its properties, to examine its corporate, financial, insurance, and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts

with its directors, officers, and independent public accountants (subject to such accountant's customary policies and procedures), all at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrower; provided, however, that unless an Event of Default has occurred and is continuing, the Administrative Agent may make only one such visit in any Fiscal Year at the Borrower's expense, provided further that when an Event of Default exists the Administrative Agent (or any of its representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and upon reasonable advance notice to the extent practicable. Notwithstanding anything to the contrary in this Section 6.10(a), none of the Borrower or any of the Subsidiaries will be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter that (a) constitutes non-financial trade secrets or non-financial proprietary information, (b) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by Law or any binding agreement or (c) is subject to attorney-client or similar privilege or constitutes attorney work product.

(b) Upon the request of the Administrative Agent after reasonable prior notice, permit the Administrative Agent or professionals (including investment bankers, consultants, accountants, lawyers and appraisers) retained by the Administrative Agent to conduct appraisals, collateral field examinations and other evaluations, including, without limitation, of (i) the Borrower's practices in the computation of the Borrowing Base, and (ii) the assets included in the Borrowing Base and related financial information such as, but not limited to, sales, gross margins, payables, accruals and reserves. Subject to the following sentences, the Loan Parties shall pay the fees and expenses of the Administrative Agent or such professionals with respect to such evaluations and appraisals. Without limiting the foregoing, the Loan Parties acknowledge that the Administrative Agent may undertake up to two (2) inventory appraisals and two (2) collateral field examinations each eighteen (18) month period, at the Loan Parties' expense; provided that, as long as no Enhanced Collateral Trigger Event exists, the Administrative Agent may conduct no more than one collateral field examination and one inventory appraisal in any twelve month period at the Loan Parties' expense. Notwithstanding the foregoing, the Administrative Agent may cause additional appraisals and collateral field examinations to be undertaken (y) as it in its discretion deems necessary or appropriate, at its own expense, or (z) if required by applicable Law or if a Default shall have occurred and be continuing, at the expense of the Loan Parties.

6.11 Use of Proceeds. Use the proceeds of the Credit Extensions to (i) provide ongoing working capital and for other general corporate purposes of the Loan Parties, (ii) to refinance in full, on the Closing Date, the DIP ABL Facility, (iii) to pay Transaction Expenses, and (iv) for general corporate purposes, in each case, solely to the extent in accordance with and subject to the Loan Documents. The Borrower will not request any Borrowing or Letter of Credit, and the Borrower shall not use, and shall procure that its Subsidiaries and its and their respective directors, officers and employees shall not use, the proceeds of any Borrowing or Letter of Credit (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (b) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (c) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

6.12 Covenant to Guarantee Obligations and Give Security.

(a) Upon the formation or acquisition of any new direct or indirect Domestic Subsidiary by any Loan Party (other than (i) any Domestic Subsidiary owned directly or indirectly by a CFC or (ii) any Domestic Subsidiary if substantially all of the assets of such Domestic Subsidiary consist of Equity Interests in one or more Foreign Subsidiaries that are CFCs), then the

Borrower shall, at the Borrower's expense, within the time period specified below unless the Administrative Agent in its sole discretion consents to an extension thereof:

(i) within 30 days after such formation or acquisition, cause such Subsidiary, and cause each direct and indirect parent of such Subsidiary (if it has not already done so), to duly execute and deliver to the Administrative Agent a counterpart to this Agreement, in form and substance satisfactory to the Administrative Agent, guaranteeing the other Loan Parties' obligations under the Loan Documents,

(ii) within 30 days after such formation or acquisition, cause such Subsidiary and each direct and indirect parent of such Subsidiary (if it has not already done so) to duly execute and deliver to the Administrative Agent supplements to the Collateral Documents and other security and pledge agreements covering the personal property of such Subsidiaries, as specified by and in form and substance satisfactory to the Administrative Agent (including delivery of all Pledged Debt and Pledged Equity in and of such Subsidiary, and other instruments of the type specified in Section 4.01(a)(iii)), securing payment of all the Obligations of such Subsidiary or such parent, as the case may be, under the Loan Documents and constituting Liens on all such personal properties,

(iii) within 30 days after such formation or acquisition, cause such Subsidiary and each direct and indirect parent of such Subsidiary (if it has not already done so) to take whatever action (including the filing of Uniform Commercial Code financing statements, the giving of notices and the endorsement of notices on title documents) may be necessary in the reasonable opinion of the Administrative Agent to vest in the Administrative Agent (or in any representative of the Administrative Agent designated by it) valid and subsisting Liens on the personal properties purported to be subject to Collateral Documents, as applicable, and the security and pledge agreements delivered pursuant to this Section 6.12, enforceable against all third parties in accordance with their terms, and

(iv) within 30 days after such formation or acquisition, deliver to the Administrative Agent, upon the request of the Administrative Agent in its sole discretion, a signed copy of a favorable opinion, addressed to the Administrative Agent and the other Credit Parties, of counsel for the Loan Parties acceptable to the Administrative Agent as to the matters contained in clauses (i), (ii) and (iii) above, and as to such other matters as the Administrative Agent may reasonably request.

(b) Subject to the Intercreditor Agreement, promptly grant to the Collateral Agent, within 30 days of the acquisition thereof, a security interest in and Mortgages on each parcel of Real Estate owned in fee by such Loan Party as is acquired by such Loan Party after the Closing Date and that, together with any improvements thereon, individually has a fair market value of at least \$5.0 million as additional security for the Obligations (unless the subject property is already mortgaged to a third party to the extent permitted by Section 7.01). Such Mortgages shall be granted pursuant to documentation reasonably satisfactory in form and substance to the Administrative Agent and the Collateral Agent and shall constitute valid and enforceable perfected Liens subject only to Permitted Liens or other Liens acceptable to the Administrative Agent. The Mortgages or instruments related thereto shall be duly recorded or filed in such manner and in such places as are required by law to establish, perfect, preserve and protect the Liens in favor of the Collateral Agent required to be granted pursuant to the Mortgages and all taxes, fees and other charges payable in connection therewith shall be paid in full. Such Loan Party shall otherwise take such actions and execute and/or deliver to the Collateral Agent such documents as the Administrative Agent or the Collateral Agent shall require to confirm the validity,

perfection and priority of the Lien of any existing Mortgage or new Mortgage against such after-acquired Real Estate (including (i) a fully paid American Land Title Association Lender's Extended Coverage title insurance policies or applicable state title policy in form and substance, with endorsements and in amounts acceptable to the Administrative Agent, issued by title insurers reasonably acceptable to the Administrative Agent, insuring the Mortgages to be valid and subsisting Liens on the property described therein, free and clear of all defects (including, but not limited to, mechanics' and materialmen's Liens) and encumbrances, excepting only Permitted Encumbrances and other Liens permitted under the Loan Documents, and providing for such other affirmative insurance (including endorsements for future advances under the Loan Documents, for mechanics' and materialmen's Liens and for zoning of the applicable property) and as the Administrative Agent may reasonably deem necessary or desirable (a "**Mortgage Policy**"), (ii) a Survey, (iii) the Flood Documentation and (iv) a local counsel opinion (in form and substance reasonably satisfactory to the Administrative Agent and the Collateral Agent) in respect of such Mortgage).

(c) Concurrently with the guarantee by any direct or indirect Domestic Subsidiary of any obligations under the Term Loan Documents, cause such direct or indirect Subsidiary to guarantee the Obligations of the Loan Parties hereunder and otherwise comply with the requirements of this Section 6.12.

(d) At any time upon request of the Administrative Agent, promptly execute and deliver any and all further instruments and documents and take all such other action as the Administrative Agent may deem reasonably necessary or desirable in obtaining the full benefits of, or (as applicable) in perfecting and preserving the Liens of, such guaranties, deeds of trust, trust deeds, deeds to secure debt, mortgages, leasehold mortgages, leasehold deeds of trust, supplements to the Collateral Documents and other security and pledge agreements.

(e) Subject to the terms of the Intercreditor Agreement and prior to the satisfaction of the Discharge of Term Obligations, with respect to any obligation under this Section 6.12 or any Collateral Document to deliver possession or control of any Collateral on which there is a Second Priority Lien by the Collateral Agent, such obligation shall be deemed satisfied by the delivery of possession or control of such Collateral to the "**collateral agent**" for the Term Facility (holding for the benefit of the Collateral Agent for the Credit Parties).

6.13 Cash Management.

(a) On or prior to the ~~thirtieth (30th)~~ forty-fifth (45th) day following the Closing Date (or such later date as may be agreed by the Administrative Agent in its sole discretion):

(i) deliver to the Administrative Agent copies of notifications (each, a "**Credit Card Notification**") substantially in the form attached hereto as Exhibit J which have been executed on behalf of such Loan Party and delivered to such Loan Party's credit card clearinghouses and processors listed on Schedule 6.12; and

(ii) enter into a deposit account control agreement (each, a "**Control Agreement**") in form and substance reasonably acceptable to the Administrative Agent with respect to each Deposit Account of any Loan Party (other than Excluded Accounts) with each Controlled Account Bank (collectively, the "**Controlled Accounts**").

(b) Except as otherwise agreed by the Administrative Agent, each Loan Party shall require that all cash payments of Accounts (including credit card payments), Inventory and other

Collateral be remitted to a Deposit Account of a Loan Party subject to a Control Agreement (subject to the period set forth in clause (a)(ii) above to enter into Control Agreements on the Controlled Accounts) (collectively, the “Concentration AccountAccounts”) no less frequently than on each Business Day, and pursuant to a cash management system reasonably acceptable to the Administrative Agent; provided that the Loan Parties’ cash management system as of the Closing Date is deemed to be reasonably acceptable to the Administrative Agent.

(c) Each Control Agreement shall require, after notice from the Collateral Agent to a Controlled Account Bank of the occurrence of a Cash Dominion Trigger Event (and until the Collateral Agent notifies such Controlled Account Bank that such Cash Dominion Trigger Event has terminated), the ACH or wire transfer no less frequently than each Business Day (and whether or not there are then any outstanding Obligations) from the applicable Concentration Account to an account designated by the Administrative Agent (the “Administrative Agent’s Account”).

(d) From and after the occurrence of a Cash Dominion Trigger Event and until such Cash Dominion Trigger Event is no longer continuing, the Loan Parties shall provide the Collateral Agent with an accounting of the contents of the Controlled Accounts and the Concentration AccountAccounts, which shall identify, to the satisfaction of the Collateral Agent, the proceeds from the Term Priority Collateral which were deposited into a Controlled Account and swept to thea Concentration Account. Upon the receipt of (x) the contents of the Controlled Accounts, and (y) such accounting, the Collateral Agent agrees to promptly remit to the agent under the Term Facility the proceeds of the Term Priority Collateral received by the Administrative Agent.

(e) The Loan Parties hereby acknowledge and agree that (i) after notice from the Collateral Agent to a Controlled Account Bank of the continuance of a Cash Dominion Trigger Event, the Loan Parties have no right of withdrawal from the Concentration AccountAccounts, (ii) the funds on deposit in the Concentration AccountAccounts shall at all times be collateral security for all of the Obligations and (iii) after notice from the Collateral Agent to a Controlled Account Bank of the continuance of a Cash Dominion Trigger Event, the funds on deposit in the Concentration AccountAccounts shall be applied as provided in this Agreement, and in any event, two (2) Business Days after Administrative Agent’s receipt of such funds in the Administrative Agent’s Account. In the event that, notwithstanding the provisions of this Section 6.12, any Loan Party receives or otherwise has dominion and control of any such proceeds or collections, such proceeds and collections shall be held in trust by such Loan Party for the Collateral Agent, shall not be commingled with any of such Loan Party’s other funds or deposited in any account of such Loan Party and shall, not later than the Business Day after receipt thereof, be deposited into thea Concentration Account or dealt with in such other fashion as such Loan Party may be instructed by the Collateral Agent.

~~(f) The Loan Parties shall cause all amounts in Deposit Accounts for specific Stores to sweep to a Concentration Account on each Business Day.~~

6.14 Physical Inventories. Cause at least one (1) physical perpetual “cycle count” at each of the Borrower’s locations to be undertaken in each eighteen (18) month period conducted by such inventory takers as are satisfactory to the Collateral Agent and following such methodology as is consistent with the methodology used in the immediately preceding perpetual cycle count or as otherwise may be reasonably acceptable to the Collateral Agent. The Borrower shall provide the Collateral Agent information regarding the results of such cycle counts in form and detail consistent with past practices under the Existing Credit Agreement or as otherwise reasonably acceptable to the Administrative Agent.

6.15 Further Assurances. Promptly upon request by the Administrative Agent, or any Lender through the Administrative Agent, (a) correct any material defect or error that may be discovered in any Loan Document or in the execution, acknowledgment, filing or recordation of any of the foregoing, and (b) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent, or any Lender through the Administrative Agent, may reasonably require from time to time in order to (i) carry out more effectively the purposes of the Loan Documents, (ii) to the fullest extent permitted by applicable Law, subject any Loan Party's or any of the Subsidiaries' properties, assets, rights or interests to the Liens now or hereafter intended to be covered by any of the Collateral Documents, (iii) perfect and maintain the validity, effectiveness and priority of any of the Collateral Documents and any of the Liens intended to be created thereunder and (iv) assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively unto the Credit Parties the rights granted or now or hereafter intended to be granted to the Credit Parties under any Loan Document or under any other instrument executed in connection with any Loan Document to which any Loan Party or any of the Subsidiaries is or is to be a party, and cause each of the Subsidiaries to do so.

6.16 Lenders Meetings. The Borrower will, upon the request of the Administrative Agent or Required Lenders, participate in a meeting of the Administrative Agent and Lenders once during each Fiscal Year to be held, at the request of the Administrative Agent or Required Lenders, by teleconference or at the Borrower's corporate offices (or at such other location as may be agreed to by the Borrower and the Administrative Agent) at such time as may be agreed to by the Borrower and the Administrative Agent.

6.17 [Reserved].

6.18 [Reserved].

6.19 Post-Closing Matters. Within the time frames set forth on Schedule 6.19, the Borrower shall deliver to the Agents the items set forth on Schedule 6.19.

ARTICLE VII NEGATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement) or any Letter of Credit shall remain outstanding, the Borrower shall not (and with respect to Section 7.13 only, Holdings shall not), nor shall the Borrower permit any Subsidiary to, directly or indirectly:

7.01 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, other than the following Liens (Liens described below are herein referred to as "Permitted Liens"):

(a) Liens pursuant to any Loan Document;

(b) Liens existing on the date hereof and listed on Schedule 7.01(b) and any renewals or extensions thereof, provided that (i) the property covered thereby is not changed in any material manner, (ii) the amount secured or benefited thereby is not increased except as contemplated by Section 7.02(f), and (iii) the direct and contingent obligors with respect thereto are not changed (other

than to decrease the number of obligors), and (iv) any renewal or extension of the obligations secured or benefited thereby is permitted by Section 7.02(f);

(c) Liens for taxes not yet due or which are the subject of a Permitted Protest;

(d) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than ~~30~~60 days or which are the subject of a Permitted Protest;

(e) (i) pledges or deposits in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation, other than any Lien imposed by ERISA and (ii) pledges and deposits in the ordinary course of business securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to Holdings or any of its Subsidiaries;

(f) deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness for borrowed money), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(g) easements, rights-of-way, restrictions and other similar encumbrances affecting Real Estate which, in the aggregate, do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person;

(h) Liens securing judgments for the payment of money not constituting an Event of Default under Section 8.01(h);

(i) Liens securing Indebtedness permitted under Section 7.02(g); provided that (i) such Liens do not at any time encumber any property other than the property financed by such Indebtedness, (ii) the Indebtedness secured thereby does not exceed the cost of the property being acquired on the date of acquisition, and (iii) such Lien and the Indebtedness secured thereby are incurred contemporaneously with or within two hundred seventy (270) days after the acquisition of such property;

(j) Liens securing the Term Loan Obligations to the extent such Liens are subject to the Intercreditor Agreement;

(k) landlords' and lessors' Liens in respect of rent and other lease obligations that are not past due for a period of 60 days or more or that are the subject of a Permitted Protest;

(l) possessory Liens in favor of brokers and dealers arising in connection with the acquisition or disposition of Investments, provided that such Liens (i) attach only to such Investments and (ii) secure only obligations incurred in the ordinary course and arising in connection with the acquisition or disposition of such Investments and not any obligation in connection with margin financing;

(m) Liens arising solely by virtue of any statutory or common law provisions relating to banker's Liens, ordinary course Liens in favor of securities intermediaries, rights of setoff or similar rights and remedies as to deposit accounts or securities accounts or other funds maintained with depository institutions or securities intermediaries;

(n) Liens arising from precautionary UCC filings regarding “**true**” operating leases or the consignment of goods to a Loan Party;

(o) Liens in favor of customs and revenues authorities imposed by applicable Law arising in the ordinary course of business in connection with the importation of goods and securing obligations (i) that are not overdue by more than ~~thirtysixty~~ **(3060)** days, or (ii) that are the subject of a Permitted Protest;

(p) Liens on specific existing assets and proceeds thereof (other than assets of the type included in the Borrowing Base, except to the extent that the Administrative Agent is reasonably satisfied that such Lien does not interfere with Collateral Agent’s Lien on such assets and Collateral Agent’s ability to realize on such Lien on such assets and the proceeds thereof) of a Person acquired following the Closing Date in existence on the date such Person became a Subsidiary; provided that such Liens were not created in anticipation of the transaction pursuant to which such Person became a Subsidiary;

(q) licenses of Intellectual Property permitted under Section ~~Error! Reference source not found.~~7.05(g) hereof;

(r) Liens on the assets of Subsidiaries that are not Loan Parties securing Indebtedness or other obligations of such Subsidiaries that are not Loan Parties permitted by Section 7.02;

(s) other Liens securing Indebtedness or other obligations of the Borrower and the Subsidiary Guarantors outstanding in an aggregate principal amount not to exceed ~~\$1.05.0~~ million; provided, that no such Lien shall extend to or cover any Collateral;

(t) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business which do not (i) in any case materially detract from the value of the property subject thereto or (ii) interfere in any material respect with the business of the Borrower and its Subsidiaries or (iii) secure any Indebtedness;

(u) Liens solely on any cash earnest money deposits made by the Borrower or any of the Subsidiaries in connection with any letter of intent or purchase agreement permitted hereunder;

(v) ground leases in respect of real property on which facilities owned or leased by the Borrower or any of its Subsidiaries are located; and

(w) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto.

7.02 Indebtedness. Create, incur, assume, guarantee, suffer to exist or otherwise become liable with respect to any Indebtedness, except (Indebtedness described below is herein referred to as “**Permitted Indebtedness**”):

(a) obligations (contingent or otherwise) of the Borrower or any of the Subsidiaries existing or arising under any Swap Contract, provided that such obligations are (or were) entered into by such Person in the ordinary course of business for the purpose of directly mitigating risks associated with fluctuations in interest rates or foreign exchange rates or otherwise to mitigate risks associated with its assets or liabilities or business operations;

(b) (i) Indebtedness of a Subsidiary of the Borrower owed to the Borrower or to another Subsidiary of the Borrower and (ii) Indebtedness of the Borrower owed to any Subsidiaries of the Borrower, in each case, which Indebtedness shall (A) in the case of Indebtedness owed to a Loan Party, constitute “Pledged Debt” under the Security Agreement, (B) be on terms (including subordination terms, if owed by a Loan Party) acceptable to the Administrative Agent and (C) be otherwise permitted under the provisions of Section 7.03;

(c) Indebtedness under the Loan Documents;

(d) Indebtedness of the Loan Parties under the Term Facility and any Permitted Refinancing Indebtedness in respect thereof (including Guarantees of any Guarantor in respect of such Indebtedness) not to exceed ~~\$115.0~~ million, plus (i) any “Incremental Term Loans” as defined in the Term Loan Agreement as of the Closing Date (provided, that such Incremental Term Loans shall not (x) exceed \$75.0 million in the aggregate, (y) require any cash payment of interest and/or (z) require any regularly scheduled amortization or other prepayments of principal) and (ii) the amount of any paid-in-kind interest and prepayment premiums thereon, and other reasonable amounts paid, and fees (including original issue discount and upfront fees) and expenses reasonably incurred, in connection with such refinancing;

(e) Indebtedness outstanding on the date hereof and listed on Schedule 7.02 and any Permitted Refinancing Indebtedness in respect thereof;

(f) Guarantees of the Borrower or any Guarantor in respect of Indebtedness otherwise permitted hereunder of the Borrower or any Subsidiary Guarantor;

(g) Indebtedness in respect of Capital Lease Obligations, Synthetic Lease Obligations, and Purchase Money Obligations for fixed or capital assets within the limitations set forth in Section 7.01(i) and any Permitted Refinancing Indebtedness in respect thereof; provided, however, that the aggregate amount of all such Indebtedness at any one time outstanding shall not exceed ~~\$2.0~~5.0 million;

(h) [reserved];

(i) Permitted Holdco Debt;

(j) unsecured Indebtedness of any Loan Party with no scheduled payments of principal until the date that is 6 months after the Scheduled Maturity Date; provided, however, that the aggregate amount of all such Indebtedness at any one time outstanding shall not exceed \$5.0 million;

(k) Indebtedness of the Loan Parties in an aggregate principal amount not to exceed ~~\$1.0~~5.0 million at any time outstanding; provided, however, to the extent any such Indebtedness is secured, any Liens securing such Indebtedness shall not cover any ABL Priority Collateral unless such Liens are subject to a subordination and intercreditor agreement in form and substance reasonably acceptable to the Administrative Agent); ~~and~~

(l) Indebtedness of Foreign Subsidiaries under the Swedish Credit Facility in an aggregate amount not to exceed the U.S. dollar equivalent (as reasonably determined by the Administrative Agent) of ~~\$20.0~~30.0 million outstanding at any time; ~~and~~

(m) other Indebtedness of Subsidiaries that are not Loan Parties (including any Foreign Subsidiaries) in an aggregate principal amount at any time outstanding not to exceed \$5.0 million.

For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a non-U.S. currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred; provided that, if such Indebtedness is incurred to extend, replace, refund, refinance, renew or defease other Indebtedness denominated in a foreign currency, and such extension, replacement, refunding, refinancing, renewal or defeasance would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such extension, replacement, refunding, refinancing, renewal or defeasance, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased.

7.03 Investments. Make or hold any Investments, except:

(a) Investments held by the Borrower and its Subsidiaries in the form of Cash Equivalents;

(b) Investments consisting of loans and advances to officers, directors and employees of Holdings and its Subsidiaries to finance the purchase of capital stock of Holdings and for travel, entertainment, relocation and analogous ordinary business purposes, in an aggregate amount not to exceed \$2.5 million at any time outstanding;

(c)

(i) Investments outstanding on the Closing Date by Borrower and its Subsidiaries in their respective Subsidiaries;

(ii) additional Investments by Borrower and its Subsidiaries in Subsidiaries that are Loan Parties at the time of the making of such Investment;

(iii) additional Investments by Subsidiaries of the Borrower that are not Loan Parties (including Foreign Subsidiaries) in other Subsidiaries that are not Loan Parties (including Foreign Subsidiaries); and

(iv) so long as no ~~Default or~~ Event of Default then exists or would arise therefrom, additional Investments by the Loan Parties in Subsidiaries that are not Loan Parties in an amount outstanding pursuant to this clause (iv) not to exceed ~~\$2.05.0~~ \$2.05.0 million;

(d) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(e) Guarantees permitted by Section 7.02;

(f) Investments existing on the date hereof and set forth on Schedule 5.08(e) and any modification, replacement, renewal, reinvestment or extension of any of the foregoing that does not increase the amount thereof;

(g) Investments in Swap Contracts permitted under Section 7.02(a);

(h) [reserved];

(i) Investments consisting of Liens, Indebtedness, Dispositions and/or Restricted Payments permitted hereunder;

(j) promissory notes and other non-cash consideration that is permitted to be received in connection with Dispositions permitted by Section 7.05;

(k) any Investments made with the proceeds received by or contributed to the Borrower from the substantially concurrent issuance of new Equity Interests (other than Disqualified Equity Interests) issued by Holdings and not used for any other purpose permitted under this Agreement;

(l) other Investments by the Borrower or any of the Subsidiaries in an aggregate principal amount not to exceed ~~\$2.0~~5.0 million at any time outstanding;

(m) [reserved];

(n) Investments to the extent that payment for such Investments is made solely with Qualified Equity Interests of Holdings (or any direct or indirect parent thereof);

(o) Investments held by a Subsidiary acquired after the Closing Date or of a Person merged into the Borrower or merged or consolidated with a Subsidiary in accordance with Section 7.04;

(p) after the Closing Date (other than existing Investments in subsidiaries of such Subsidiary or Person, which must comply with the requirements of Section 7.02 (h) or (l)) to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger or consolidation and were in existence on the date of such acquisition, merger or consolidation;

(q) Guarantees by the Borrower or any of the Subsidiaries of leases (other than Capital Lease Obligations) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business; and

(r) other Investments, so long as the Payment Conditions are satisfied.

7.04 Fundamental Changes. (a) Merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that:

(i) any Subsidiary of the Borrower may merge with (i) the Borrower, provided that the Borrower shall be the continuing or surviving Person, or (ii) any one or more other Subsidiaries, provided that when any Loan Party is merging with another Subsidiary that is not a Loan Party, such Loan Party shall be the continuing or surviving Person;

(ii) any Subsidiary (other than the Borrower) may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Borrower or to another Loan Party (other than Holdings);

(iii) any Subsidiary that is not a Loan Party (i) may dispose of all or substantially all its assets (including any Disposition that is in the nature of a liquidation) to (A) another Subsidiary that is not a Loan Party or (B) to a Loan Party (other than Holdings), or (ii) may be dissolved, with its assets (if any) being transferred in accordance with clause (i) hereof;

(iv) [reserved];

(v) any Disposition permitted by Section 7.05 may be structured as a sale of all or substantially all of the Equity Interests of a Subsidiary,

(vi) any Subsidiary which has no assets to distribute to its equity holders may be dissolved or liquidated; and

(vii) any Foreign Subsidiary may be dissolved or liquidated, including through an insolvency, bankruptcy or equivalent proceeding.

(b) Consummate a Division as the Dividing Person, without the prior written consent of the Administrative Agent. Without limiting the foregoing, if any Loan Party that is a limited liability company consummates a Division (with or without the prior consent of Administrative Agent as required above), each Division Successor shall be required to comply with the obligations set forth in Section 6.12 and the other further assurances obligations set forth in the Loan Documents and become a Loan Party under this Agreement and the other Loan Documents.

7.05 Dispositions. Make any Disposition or enter into any agreement to make any Disposition, except:

(a) Dispositions of obsolete or worn out property, or property (including Intellectual Property) that is no longer used or useful in the business of the Borrower and its Subsidiaries whether now owned or hereafter acquired, in each case, in the ordinary course of business (it being understood that this clause (a) does not include the liquidation of any Store or the inventory and other assets located therein);

(b) Dispositions of inventory and goods held for sale in the ordinary course of business;

(c) Dispositions of equipment or Real Estate to the extent that such property is exchanged for credit against all or a portion of the purchase price of similar replacement property and, if such property is Collateral, then such replacement property is made subject to Liens and security interests in favor of the Collateral Agent for the benefit of the Credit Parties;

(d) Dispositions of property by any Subsidiary to the Borrower or to a wholly-owned Subsidiary; provided that if the transferor of such property is a Subsidiary Guarantor, the transferee thereof must either be the Borrower or a Subsidiary Guarantor or an Investment permitted under Section 7.03;

(e) to the extent constituting a Disposition, Liens permitted by Section 7.01, Investments permitted by Section 7.03, and Restricted Payments permitted by Section 7.06;

(f) bulk sales or other dispositions of the Inventory of the Borrower or a Subsidiary not in the ordinary course of business in connection with Store closings, at arm's length, provided, that such Store closures and related Inventory dispositions shall not exceed (i) in any Fiscal Year, ten percent (10%) of the number of the Borrower's and its Subsidiaries' Stores as of the beginning of such Fiscal Year (net of new Store openings in such Fiscal Year) and (ii) in the aggregate from and after the Closing Date, twenty-five percent (25%) of the number of the Borrower's and its Subsidiaries' Stores in existence as of the Closing Date (net of new Store openings), provided, that all sales of Inventory in connection with Store closings in excess of ten (10) Store closings in any three month period, shall be in accordance with liquidation agreements and with professional liquidators reasonably acceptable to the Administrative Agent; provided, further that all Net Cash Proceeds received in connection therewith are applied to the Obligations if then required hereunder;

(g) grants of (A) licenses of Intellectual Property of over-the-counter software that is commercially available to the public, (B) non-exclusive licenses for the use of the Intellectual Property of Borrower or any of its Subsidiaries entered into in the ordinary course of business, (C) licenses of Intellectual Property that could not result in a legal transfer of the licensed property but that may be exclusive as to territory only as to discrete geographical areas outside of the United States, and (D) licenses of Intellectual Property that may be exclusive as to particular field of use to the extent such licenses do not materially adversely interfere with the business of the Borrower and its Subsidiaries, taken as a whole;

(h) other Dispositions (other than Dispositions of assets constituting ABL Priority Collateral, unless the Administrative Agent has provided prior written consent to any such Disposition) by the Borrower or any of the Subsidiaries in an aggregate principal amount not to exceed ~~5.0~~ 15.0 million in ~~any Fiscal Year~~ the aggregate; and

(i) licenses for the conduct of licensed departments (other than to an Affiliate of any Loan Party) within any Store in the ordinary course of business;

provided, however, that any Disposition pursuant to clauses (a) through (d), and ~~clauses~~ clause (f) ~~and (h)~~ shall be for fair market value.

Notwithstanding the foregoing or anything else in this Agreement or the other Loan Documents to the contrary, no Disposition consisting of Material Intellectual Property may be made from any Loan Party to any Subsidiary that is not a Guarantor (other than licensing or sublicensing of such Material Intellectual Property made in the ordinary course of business and consistent with past practice, provided such licensing or sublicensing is not an exclusive license).

7.06 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, except that:

(a) each Subsidiary of the Borrower may make Restricted Payments to any other Loan Party (other than Holdings);

(b) the Borrower and each of its Subsidiaries may declare and make dividend payments or other distributions payable solely in the common or preferred stock or other common or

preferred Equity Interests of such Person (other than Disqualified Equity Interests); provided that such Equity Interests shall be pledged to the Collateral Agent to the extent required by Section 6.12 hereof;

(c) to the extent constituting Restricted Payments, Holdings and its Subsidiaries may enter into and consummate Investments permitted by Section 7.03, and the Borrower may make Restricted Payments to Holdings, the proceeds of which shall be used to make payments permitted under Section 7.08(c) (but only to the extent such payments have not been and are not expected to be made by the Borrower or a Subsidiary);

(d) the Borrower may declare and pay cash dividends to Holdings in an amount not to exceed an amount necessary to permit Holdings to pay (i) reasonable and customary corporate and operating expenses relating to maintaining its ownership interest in the Borrower (including reasonable out-of-pocket expenses for legal, administrative and accounting services provided by third parties, and compensation, benefits and other amounts payable to officers and employees in connection with their employment in the ordinary course of business and to board of director observers), (ii) franchise Taxes and similar fees required to maintain its corporate existence, (iii) any income Taxes imposed on Holdings or its direct or indirect parent of Holdings as the common parent of a consolidated, combined or similar Tax group of which the Borrower and/or its Subsidiaries are members, up to an amount not to exceed the amount of any such income Taxes that the Borrower and its Subsidiaries would have been required to pay on a separate company (or a stand-alone Tax group) basis (reduced by any income Taxes paid directly by the Borrower or its Subsidiaries); provided that in determining the hypothetical income Tax liability of the Borrower and/or its Subsidiaries on a separate company (or a stand-alone Tax group) basis for the purpose of clause (iii), any interest expense on any Indebtedness incurred by Holdings shall be treated as the interest expense of the Borrower; and (iv) all costs or fees incurred in compliance with or in anticipation of compliance with Securities Laws and state securities Laws;

(e) Borrower may (or make Restricted Payments to allow Holdings or any direct or indirect parent thereof to) repurchase, redeem or otherwise acquire or retire shares of its capital stock held by officers, directors or employees of Holdings or any Subsidiary (or their estates or trusts) following the death, disability or termination of employment of any such Person and, so long as no Default shall have occurred and be continuing (or would result therefrom), the Borrower may pay dividends to Holdings to permit such repurchase, redemption, retirement or acquisition; provided that the aggregate amount of payments to Holdings by the Borrower under this clause (d) will not exceed \$2.5 million in any Fiscal Year of the Borrower (with any unused portion of such scheduled amount available for use in any succeeding Fiscal Year);

(f) repurchases of Equity Interests (i) deemed to occur upon exercise of stock options or warrants or similar rights to the extent such Equity Interests represent a portion of the exercise price of such options or warrants or similar rights; or (ii) in consideration of withholding or similar Taxes payable by any future, present or former employee, director, manager or consultant (or any spouses, former spouses, successors, executors, administrators, heirs, legatees or distributees of any of the foregoing), including deemed repurchases in connection with the exercise of stock options; and

(g) other Restricted Payments, so long as the Payment Conditions have been satisfied.

7.07 Change in Nature of Business. Engage in any material line of business substantially different from those lines of business conducted by the Borrower and the Subsidiaries on the date hereof or any business reasonably related or ancillary thereto.

7.08 Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of the Loan Parties, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to the Loan Parties or such Subsidiary as would be obtainable by the Loan Parties or such Subsidiary at the time in a comparable arm's length transaction with a Person other than an Affiliate; provided that the foregoing restriction shall not apply to:

(a) transactions among the (i) Loan Parties ~~and~~, (ii) any Subsidiaries of Holdings that are not Loan Parties or (iii) the Loan Parties, on the one hand, and any Subsidiary that is not a Loan Party, on the other hand, that are at least as favorable to the Loan Parties as could be obtained in an arm's-length transaction from an unaffiliated party;

(b) (i) any Indebtedness permitted by Section 7.02(b); (ii) any Investments permitted by Section 7.03, (iii) any Disposition permitted by Section 7.05 and (iii) any Restricted Payment permitted by Section 7.06;

(c) so long as no Event of Default has occurred and is continuing or would result therefrom, the payment of Transaction Expenses;

(d) employment, consulting and severance agreements'

(e) loans and advances permitted by Section 7.03(b);

(f) payment of directors' fees, expenses and indemnities;

(g) incurrence of Subordinated Indebtedness by the Loan Parties to the Equity Investors otherwise permitted hereunder or the issuance of Equity Interests by Holdings to the Equity Investors; provided that no such Equity Interests may constitute Disqualified Equity Interests.

(h) transactions with joint ventures permitted hereunder for the purchase or sale of goods and services entered into in the ordinary course of business on terms no less favorable to the Loan Parties or such Subsidiary as would be obtainable by the Loan Parties or such Subsidiary at the time in a comparable arm's length transaction; and

(i) to the extent constituting Affiliates of the Loan Parties, transactions with the Term Loan Lenders in their respective capacities as such.

7.09 Burdensome Agreements. Enter into or permit to exist any Contractual Obligation (other than this Agreement or any other Loan Document) that (a) limits the ability (i) of any Subsidiary of Borrower to make Restricted Payments to any Loan Party or to otherwise transfer property to or invest in any Loan Party, except for any agreement in effect (A) on the date hereof and set forth on Schedule 7.09 and any modification, replacement, renewal, reinvestment or extension of any of the foregoing or (B) at the time any Person becomes a Subsidiary of Borrower, so long as such agreement was not entered into solely in contemplation of such Person becoming a Subsidiary of Borrower, (ii) of any Subsidiary of Borrower to Guarantee the Indebtedness of the Borrower, (iii) of any Subsidiary of Borrower to make or repay loans to a Loan Party or (iv) of the Borrower or any Subsidiary to create, incur, assume or suffer to exist Liens on property of such Person; provided, however, that this clause (iv) shall not prohibit any negative pledge incurred or provided in favor of any holder of Indebtedness permitted under Section 7.02 solely to the extent any such negative pledge relates to the property financed by or the subject of such Indebtedness; or (b) requires the grant of a Permitted Lien to secure an obligation of such Person if a Permitted Lien is granted to secure another obligation of such Person. The foregoing restrictions shall

not be violated by reason of (i) applicable Laws, (ii) this Agreement and the other Loan Documents, (iii) (A) the Term Loan Documents so long as the restrictions of the kind referred to in the previous sentence contained therein, taken as a whole, are not materially more restrictive than those contained in the Term Loan Documents, (B) the Swedish Credit Facility, or (C) documents governing Permitted Holdco Debt so long as the restrictions of the kind referred to in the previous sentence contained therein, taken as a whole, are no more restrictive than those contained herein, (iv) customary non-assignment provisions of any contract, lease or license of the Borrower or any Subsidiary of the Borrower, (v) customary restrictions on a Subsidiary imposed pursuant to an agreement entered into for the sale or disposition of all or substantially all the Equity Interests or assets of a Subsidiary pending the closing of such sale or disposition (so long as such sale or disposition is permitted hereunder), (vi) customary provisions in joint venture agreements and other similar agreements applicable to joint ventures entered into in the ordinary course of business, (vii) documents that represent Indebtedness of a Subsidiary that is not a Loan Party that is permitted by Section 7.02 to the extent such restriction applies only to such Subsidiary, (viii) documents that comprise restrictions imposed by any agreement governing Indebtedness entered into after the Closing Date and permitted under Section 7.02 that are, taken as a whole, in the good faith judgment of the Borrower, no more restrictive with respect to the Borrower or any Subsidiary than customary market terms for Indebtedness of such type (and, in any event, are no more restrictive than the restrictions contained in this Agreement), so long as the Borrower shall have determined in good faith that such restrictions will not affect its obligation or ability to make any payments or grant any Liens required hereunder or (ix) any restrictions under any agreement that amends, refinances or replaces any agreement containing restrictions permitted under the preceding clauses provided that the terms and conditions are no less favorable taken as a whole to the Subsidiary.

7.10 Amendments of Material Indebtedness. Amend, modify or waive any of the Loan Party's rights under any Material Indebtedness (other than the Term Facility or on account of any refinancing thereof otherwise permitted hereunder), in each case, to the extent that such amendment, modification or waiver would, taken as a whole, would reasonably be likely to have a Material Adverse Effect. For the avoidance of doubt, any amendment, modification or waiver of the Loan Party's rights under the Term Facility shall be subject to the Intercreditor Agreement.

7.11 Accounting Changes. Make any change in their Fiscal Year; provided, however, that Holdings and the Borrower may, upon written notice to the Administrative Agent, change its fiscal year to any other fiscal year reasonably acceptable to the Administrative Agent, in which case, Holdings, the Borrower and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary to reflect such change in Fiscal Year.

7.12 Prepayments, Etc. of Indebtedness. Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner any Indebtedness, or make any payment in violation of any subordination terms of any Subordinated Indebtedness, except (a) regularly scheduled or mandatory repayments or redemptions of Permitted Indebtedness (other than Subordinated Indebtedness), (b) payments of principal and/or interest in respect of Subordinated Indebtedness, solely to the extent expressly permitted by the applicable subordination agreement, and (c) voluntary prepayments of Permitted Indebtedness so long as the Payment Conditions are satisfied.

7.13 Holding Company. In the case of Holdings, engage in any business or activity other than (a) the ownership of all outstanding Equity Interests in the Borrower, (b) maintaining its corporate existence, (c) participating in Tax, accounting and other administrative activities as the parent of the Consolidated group of companies, including the Loan Parties, (d) the execution and delivery of the Loan Documents, the Term Loan Documents, and any other agreements governing other Indebtedness of the Borrower and its Subsidiaries not otherwise prohibited hereunder and agreements governing Permitted

Holdco Debt, in each case, to which it is a party and the performance of its obligations thereunder, (e) any public offering of its common stock or any other issuance of its Equity Interests or any transaction permitted under Section 7.04, (f) holding any cash or property received in connection with Restricted Payments made by the Borrower in accordance with Section 7.06 pending application thereof by Holdings, (g) providing indemnification to officers and directors, (h) any activities in connection with the Transactions and ~~(f)~~ activities incidental to the businesses or activities described in clauses (a) through ~~(eh)~~ of this Section.

7.14 Deposit Accounts. Open new DDAs or Controlled Accounts unless the Loan Parties shall have delivered to the Collateral Agent appropriate Control Agreements consistent with the provisions of Section 6.13, and otherwise satisfactory to the Collateral Agent; provided, however, that Control Agreements shall not be required for any Excluded Account. No Loan Party shall maintain any bank accounts or enter into any agreements with credit card processors other than the ones expressly contemplated herein or in Section 6.13 hereof.

7.15 Minimum Availability. The Borrower shall not permit Excess Availability at any time to be less than 10.0% of the lesser of (x) the Borrowing Base and (y) the Aggregate Commitments.

7.16 Sale and Leaseback Transactions. Enter into any arrangement, directly or indirectly, with any person whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred.

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. The Borrower or any other Loan Party fails to (i) pay when and as required to be paid herein, any amount of principal of any Loan or any L/C Obligation, or deposit any funds as cash collateral in respect of L/C Obligations, or (ii) pay within three Business Days after the same becomes due, any interest on any Loan or on any L/C Obligation, or any fee due hereunder, or (iii) pay within five days after the same becomes due, any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants with no Cure Period. ~~(i) Any Loan Party or any of its Subsidiaries fails to perform or observe any term, covenant or agreement applicable to it contained in any of 6.02(c), 6.03(a), 6.05(a) (solely as it relates to the Borrower), 6.07, 6.11, 6.13, 6.19 or Article VII or (ii) any of the Loan Parties fails to perform or observe any term, covenant or agreement contained in Section 5.01 of the Security Agreement, or Sections 6.02 or 6.03 of the Pledge Agreement to which it is a party;~~ or

(c) Specific Covenants with Five-Day Cure Period. Any Loan Party or any of its Subsidiaries fails to perform or observe any term, covenant or agreement applicable to it contained in any of Section 6.01, 6.02 (other than clause (c)), 6.03 (other than clause (a)), 6.05(a) (solely as it relates to any Loan Party or Subsidiary other than the Borrower), 6.05 (other than clause (a)), 6.07 or 6.15, and such failure continues for five Business Days; or

(d) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in Section 8.01(a), (b) or (c) above) contained in any Loan Document on its part to be performed or observed and such failure continues for 30 days following receipt of notice from the Administrative Agent or the Required Lenders; or

(e) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrower or any other Loan Party herein, in any other Loan Document, or in any document delivered in connection herewith or therewith (including, without limitation, any Borrowing Base Calculation) shall be incorrect or misleading in any material respect when made or deemed made; or

(f) Cross-Default. (i) Any Loan Party or any Subsidiary thereof (A) fails to make any payment beyond the applicable grace period if any (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Material Indebtedness, or (B) fails to observe or perform any other agreement or condition relating to any such Material Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such Guarantee to become payable or cash collateral in respect thereof to be demanded; provided that this paragraph (f) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness; or (ii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which a Loan Party or any Subsidiary thereof is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which a Loan Party or any Subsidiary thereof is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by such Loan Party or such Subsidiary as a result thereof is greater than \$20.0 million; or

(g) Insolvency Proceedings, Etc. Any Loan Party or any Material Subsidiary institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for 60 calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding; or

(h) Inability to Pay Debts; Attachment. (i) Any Loan Party or any Material Subsidiary becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within 30 days after its issue or levy; or

(i) Judgments. There is entered against any Loan Party or any Material Subsidiary and remains unpaid one or more final judgments or orders for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding \$20.0 million (to the extent not covered by independent third-party insurance as to which the insurer is rated at least “A” by A.M. Best Company, has been notified of the potential claim and does not dispute coverage) and (i) enforcement proceedings are commenced by any creditor upon such judgment or order, or (ii) there is a period of 30 consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(j) ERISA. An ERISA Event occurs or any substantially similar event occurs with respect to a Foreign Plan (that would have been an ERISA Event had the Foreign Plan been subject to ERISA and that gives rise to liability under analogous foreign law) which, together with all other ERISA Events (or such substantially similar events with respect to Foreign Plans) that have occurred, has resulted or could reasonably be expected to result in a Material Adverse Effect; or

(k) Invalidity of Loan Documents. Any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect against Holdings, the Borrower or any Material Subsidiary; or any Loan Party contests in any manner the validity or enforceability of any provision of any Loan Document; or any Loan Party denies that it has any or further liability or obligation under any provision of any Loan Document (other than as a result of repayment in full of the Obligations), or purports to revoke, terminate or rescind any provision of any Loan Document; or seeks to avoid, limit or otherwise adversely affect any Lien purported to be created under any Collateral Document; or

(l) Change of Control. There occurs any Change of Control; or

(m) Collateral Documents. Any Collateral Document after delivery thereof pursuant to Article IV, Section 6.12, or Section 6.12 shall for any reason (other than pursuant to the terms thereof) cease (or shall be asserted by any Loan Party or, in the reasonable discretion of the Administrative Agent, any other Person not) to create a valid and perfected First Priority Lien or Second Priority Lien, as applicable (subject to Liens permitted by Section 7.01, to the extent expressly permitted to be senior to such Liens), on the Collateral purported to be covered thereby, either (i) with an aggregate fair market value for such Collateral of (A) \$2.0 million or more, in the case of Term Priority Collateral, or (B) \$1.0 million or more, in the case of ABL Priority Collateral or (ii) consisting of amounts on deposit with Controlled Account Banks or of the type included in the Borrowing Base in an amount of more than \$100,000; ~~or.~~

~~(n) Cessation of Business; Liquidation Sales. (A) Except as otherwise expressly permitted hereunder, any Loan Party undertakes a material course of action, whether or not yet formally approved by any Loan Party's management, board of managers, or board of directors, to (i) suspend the operation of a material portion of its business in the ordinary course, (ii) generally suspend the payment of its obligations in the ordinary course, (iii) solicit proposals for the liquidation of, or undertake to liquidate, a material portion of its assets, or (iv) solicit proposals for the employment of, or employ, an agent or other third party to conduct a program of closings, liquidations, or "Going Out Of Business" sales of a material portion of its business; or (B) a Material Adverse Effect results from any Loan Party being enjoined, restrained, or in any way prevented by court order from continuing to conduct a material portion of its business affairs in the ordinary course.~~

8.02 Remedies upon Event of Default. If any Event of Default occurs and is continuing, the Administrative Agent may (and at the request of, or with the consent of, the Required Lenders, shall) take any or all of the following actions:

(a) declare the commitment of each Lender to make Loans and any obligation of each L/C Issuer to make L/C Credit Extensions to be terminated, whereupon such commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Loan Parties;

(c) whether or not the maturity of the Obligations shall have been accelerated pursuant hereto, proceed to protect, enforce and exercise all rights and remedies under this Agreement, any of the other Loan Documents or applicable Law, including, but not limited to, by suit in equity, action at law or other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Agreement and the other Loan Documents or any instrument pursuant to which the Obligations are evidenced, and, if such amount shall have become due, by declaration or otherwise, proceed to enforce the payment thereof or any other legal or equitable right of the Credit Parties; and

(d) require that the Loan Parties provide Letter of Credit Cash Collateralization in accordance with Section 2.03(n);

provided, however that, upon the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States, the obligation of each Lender to make Loans and any obligation of the L/C Issuers to make L/C Credit Extensions shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, and the obligation of the Loan Parties to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, in each case without further act of the Administrative Agent or any Lender.

8.03 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to Section 8.02), or after the commencement of any Liquidation, subject to the terms of the Intercreditor Agreement, any amounts received on account of the Obligations shall be applied (by the Administrative Agent as hereby instructed so to apply) in the following order:

First, to payment in full of that portion of the Obligations constituting fees, indemnities, Credit Party Expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and the Collateral Agent and amounts payable under Article III) payable to the Administrative Agent and the Collateral Agent, each in its capacity as such;

Second, to payment in full of that portion of the Obligations constituting indemnities, Credit Party Expenses, and other amounts (other than principal, interest and fees) payable to the Lenders and the L/C Issuers (including fees, charges and disbursements of counsel to the respective Lenders and the L/C

Issuers and amounts payable under Article III), ratably among them in proportion to the amounts described in this clause Second payable to them in their capacities as such;

Third, to payment in full to the Swing Line Lender of that portion of the Obligations constituting accrued and unpaid interest on the Swing Line Loans;

Fourth, to payment in full of that portion of the Obligations constituting accrued and unpaid interest on the Loans, Letter of Credit Disbursements and other Obligations, and fees (including Letter of Credit Fees), ratably among the Lenders and the L/C Issuers in proportion to the respective amounts described in this clause Fourth payable to them in their capacities as such;

Fifth, to payment in full to the Swing Line Lender of that portion of the Obligations constituting unpaid principal of the Swing Line Loans;

Sixth, to payment in full of that portion of the Obligations constituting unpaid principal of the Loans and Letter of Credit Disbursements, ratably among the Lenders and the L/C Issuers in proportion to the respective amounts described in this clause Sixth held by them in their capacities as such;

Seventh, to the Administrative Agent for the account of the L/C Issuers, to Cash Collateralize in full that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit;

Eighth, [reserved];

Ninth, to payment in full of all other Obligations, ratably among the Credit Parties in proportion to the respective amounts described in this clause Ninth held by them; and

Last, the balance, if any, after all of the Obligations have been paid in full, to the applicable Loan Parties or as otherwise required by Law.

Subject to Section 2.03, amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause Seventh above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above.

Notwithstanding the foregoing, amounts received from the Borrower or any Guarantor that is not an “eligible contract participant” under the Commodity Exchange Act and the regulations promulgated thereunder shall not be applied to the Obligations that are Excluded Swap Obligations (it being understood, that in the event that any amount is applied to Obligations other than Excluded Swap Obligations as a result of this sentence, the Administrative Agent shall, to the extent permitted by law, make such adjustments as it determines are appropriate to distributions pursuant to clause Ninth above from amounts received from “eligible contract participants” under the Commodity Exchange Act and the regulations promulgated thereunder to ensure, as nearly as possible, that the proportional aggregate recoveries with respect to Obligations described in clause Ninth above by the holders of any Excluded Swap Obligations are the same as the proportional aggregate recoveries with respect to other Obligations pursuant to clause Ninth above).

**ARTICLE IX
ADMINISTRATIVE AGENT**

9.01 Appointment and Authority.

(a) Each of the Lenders and each L/C Issuer hereby irrevocably appoints Eclipse to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders and the L/C Issuers, and neither the Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions.

(b) The Administrative Agent shall also act as the Collateral Agent under the Loan Documents, and each of the Lenders (in its capacities as a Lender), Swing Line Lender (if applicable) and each L/C Issuer hereby irrevocably appoints and authorizes the Collateral Agent to act as the agent of such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Collateral Agent and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Agent pursuant to Section 9.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Agents, shall be entitled to the benefits of all provisions of this Article IX and Article XI (including Section 11.04(c), as though such co-agents, sub-agents and attorneys-in-fact were the Collateral Agent under the Loan Documents) as if set forth in full herein with respect thereto.

(c) Each of the Lenders, for itself and on behalf of any of its Affiliates, and each L/C Issuer hereby irrevocably appoints Eclipse, in its capacity as Administrative Agent and Collateral Agent and to take such actions on its behalf and to exercise such powers as are delegated to Eclipse, in its capacity as Administrative Agent and Collateral Agent, by the terms hereof, together with such actions and powers as are reasonably incidental thereto.

9.02 Rights as a Lender. The Person serving as the Administrative Agent and Collateral Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent or the Collateral Agent and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent and Collateral Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent or the Collateral Agent hereunder and without any duty to account therefor to the Lenders.

9.03 Exculpatory Provisions. The Agents shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Agents:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent or Collateral Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent and the Collateral Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent or the Collateral Agent to liability or that is contrary to any Loan Document or applicable Law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or the Collateral Agent or any of its Affiliates in any capacity.

The Agents shall not be liable for any action taken or not taken by them (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Agents shall believe in good faith shall be necessary, under the circumstances as provided in Sections 11.01 and 8.02) or (ii) in the absence of their own gross negligence or willful misconduct. The Agents shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent by the Borrower, a Lender or any L/C Issuer.

The Agents shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Collateral Documents, (v) the value or the sufficiency of any Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Agents.

9.04 Reliance by Agents. The Agents shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by them to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Agents also may rely upon any statement made to them orally or by telephone and believed by them to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the L/C Issuers, the Administrative Agent may presume that such condition is satisfactory to such Lender or such L/C Issuer unless the Administrative Agent shall have received notice to the contrary from such Lender or such L/C Issuer prior to the making of such Loan or the issuance of such Letter of Credit. The Agents may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by them, and shall not be liable for any action taken or not taken by them in accordance with the advice of any such counsel, accountants or experts.

9.05 Delegation of Duties. The Agents may perform in any and all of their duties and exercise their rights and powers hereunder or under any other Loan Document by or through any one or

more sub-agents appointed by the Administrative Agent or the Collateral Agent, as applicable. The Agents and any such sub-agent may perform any and all of their duties and exercise their rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Agents and any such sub-agent, and shall apply to their respective activities as Administrative Agent or Collateral Agent.

9.06 Resignation of Agents. The Agents may at any time give notice of its resignation to the Lenders, the L/C Issuers and the Borrower, including the effective date of such resignation which may be not less than 30 days from the date of such notice. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, with the consent of the Borrower at all times other than during the existence of an Event of Default (which consent shall not be unreasonably withheld or delayed), to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agents give notice of their resignation, then the retiring Agents may on behalf of the Lenders and the L/C Issuers, appoint a successor Administrative Agent and Collateral Agent meeting the qualifications set forth above; provided that if the Agents shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (a) the retiring Agents shall be discharged from their duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Collateral Agent on behalf of the Lenders or the L/C Issuers under any of the Loan Documents, the retiring Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed) and (b) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and each L/C Issuer directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section 9.06. Upon the acceptance of a successor's appointment as Administrative Agent and Collateral Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent and Collateral Agent, and the retiring Administrative Agent and Collateral Agent shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section 9.06). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's or Collateral Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article IX and Section 11.04 shall continue in effect for the benefit of such retiring Administrative Agent and Collateral Agent, their respective sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent and Collateral Agent was acting as Administrative Agent and Collateral Agent.

9.07 Non-Reliance on Agents and Other Lenders. Each Lender and each L/C Issuer acknowledges that it has, independently and without reliance upon the Agents, the Arranger or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and each L/C Issuer also acknowledges that it will, independently and without reliance upon the Agents, the Arranger or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder. Except as provided in Section 9.12, the Agents and the Arranger shall not have any duty or responsibility to provide any Lender with any other

credit or other information concerning the affairs, financial condition or business of any Loan Party that may come into the possession of the Agents and the Arranger.

9.08 No Other Duties, Etc. Anything herein to the contrary notwithstanding, no Arranger listed on the cover page hereof shall (i) have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, the Collateral Agent, a Lender or any L/C Issuer hereunder or (ii) any fiduciary relationship with the Lenders, the Borrower or any other Person pursuant to the Loan Documents.

9.09 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the L/C Issuers and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the L/C Issuers and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders, the L/C Issuers and the Administrative Agent under Sections 2.07, and 11.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and each L/C Issuer to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders and the L/C Issuers, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.07 and 11.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or any L/C Issuer any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or any L/C Issuer to authorize the Administrative Agent to vote in respect of the claim of any Lender or any L/C Issuer in any such proceeding.

9.10 Collateral and Guaranty Matters. The Lenders and the L/C Issuers irrevocably authorize the Agents, at their option and in their discretion,

(a) to release any Lien on any property granted to or held by the Collateral Agent under any Loan Document (i) upon termination of the Aggregate Commitments and payment in full of all Obligations (other than contingent indemnification obligations for which no claim has then been asserted) and the expiration or termination of all Letters of Credit, (ii) that is sold or to be sold as part of

or in connection with any sale permitted hereunder or under any other Loan Document to a Person that is not a Loan Party, or (iii) if approved, authorized or ratified in writing in accordance with Section 11.01;

(b) to release any Guarantor from its obligations hereunder if such Person ceases to be a Subsidiary as a result of a transaction permitted hereunder; and

(c) to subordinate any Lien on any property granted to or held by the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 7.01(i).

Upon request by the Agents at any time, the Required Lenders will confirm in writing the Agents' authority to release or subordinate their interest in particular types or items of property, or to release any Guarantor from its obligations hereunder pursuant to this Section 9.10. In each case as specified in this Section 9.10, the Administrative Agent or the Collateral Agent, as applicable, will, at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Collateral Documents or to subordinate its interest in such item, or to release such Guarantor from its obligations hereunder, in each case in accordance with the terms of the Loan Documents and this Section 9.10.

9.11 Notice of Transfer. The Agents may deem and treat a Lender party to this Agreement as the owner of such Lender's portion of the Obligations for all purposes, unless and until, and except to the extent, an Assignment and Assumption shall have become effective as set forth in Section 11.06.

9.12 Reports and Financial Statements. By signing this Agreement, each Lender:

(a) [reserved];

(b) is deemed to have requested that the Administrative Agent furnish such Lender, promptly after they become available, copies of all Borrowing Base Calculations, financial statements required to be delivered by the Borrower hereunder and all collateral field examinations and appraisals of the Collateral received by the Agents (collectively, the "**Reports**"), and the Administrative Agent further agrees to deliver other information delivered pursuant to Section 6.02 upon the reasonable request of such Lender;

(c) expressly agrees and acknowledges that the Agents (i) make no representation or warranty as to the accuracy of the Reports, and (ii) shall not be liable for any information contained in any Report;

(d) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that the Agents or any other party performing any audit or examination will inspect only specific information regarding the Loan Parties and will rely significantly upon the Loan Parties' books and records, as well as on representations of the Loan Parties' personnel;

(e) agrees to keep all Reports confidential in accordance with the provisions of Section 11.07, or use any Report in any other manner; and

(f) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold the Agents and any such other Lender preparing a Report harmless from any action the indemnifying Lender may take or conclusion the indemnifying Lender may reach or draw from any Report in connection with any Credit Extensions that the indemnifying Lender has made

or may make to the Borrower, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a Loan or Loans of the Borrower; and (ii) to pay and protect, and indemnify, defend, and hold the Agents and any such other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including attorney costs) incurred by the Agents and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

9.13 Agency for Perfection. Each Lender hereby appoints each other Lender as agent for the purpose of perfecting Liens for the benefit of the Agents and the Lenders, in assets which, in accordance with Article 9 of the UCC or any other applicable Law can be perfected only by possession. Should any Lender (other than the Agents) obtain possession of any such Collateral, such Lender shall notify the Agents thereof, and, promptly upon the Collateral Agent's request therefor shall deliver such Collateral to the Collateral Agent or otherwise deal with such Collateral in accordance with the Collateral Agent's instructions.

9.14 Indemnification of Agents. The Lenders agree to indemnify the Agents (to the extent not reimbursed by the Loan Parties and without limiting the obligations of Loan Parties hereunder), ratably according to their respective Applicable Percentages, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against any Agent in any way relating to or arising out of this Agreement or any other Loan Document or any action taken or omitted to be taken by any Agent in connection therewith; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from such Agent's gross negligence or willful misconduct as determined by a final and nonappealable judgment of a court of competent jurisdiction.

9.15 Withholding Tax. To the extent required by any applicable law, the Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. If the Internal Revenue Service or any other authority of the United States or other jurisdiction asserts a claim that the Agent did not properly withhold Tax from amounts paid to or for the account of any Lender for any reason (including, without limitation, because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Agent of a change in circumstance that rendered the exemption from, or reduction of withholding Tax ineffective), such Lender shall indemnify and hold harmless the Agent (to the extent that the Agent has not already been reimbursed by the Borrower and without limiting the obligation of the Borrower to do so) for all amounts paid, directly or indirectly, by the Agent as Tax or otherwise, including any interest, additions to Tax or penalties thereto, together with all expenses incurred, including legal expenses and any other out-of-pocket expenses, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error.

9.16 Relation Among Lenders. The Lenders are not partners or co-venturers, and no Lender shall be liable for the acts or omissions of, or (except as otherwise set forth herein in case of the Agents) authorized to act for, any other Lender.

9.17 Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its

respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of the Plan Asset Regulations or otherwise) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Commitments,

(ii) the prohibited transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable so as to exempt from the prohibitions of ERISA Section 406 and Code Section 4975 such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement and the conditions for exemptive relief thereunder are and will continue to be satisfied in connection therewith,

(iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that none of the Administrative Agent or its Affiliates is a fiduciary with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto).

(c) The Administrative Agent hereby informs the Lenders that each such Person is not undertaking to provide investment advice or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Letters of Credit, the Commitments, this Agreement and any other Loan Documents, (ii) may recognize a gain if it extended the Loans, the Letters of Credit or the Commitments

for an amount less than the amount being paid for an interest in the Loans, the Letters of Credit or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

9.18 Erroneous Payments.

(a) Each Lender and L/C Issuer hereby agrees that (x) if the Administrative Agent notifies such Lender or L/C Issuer that the Administrative Agent has determined in its sole discretion that any funds received by such Lender or L/C Issuer from the Administrative Agent or any of its Affiliates (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a "**Payment**") were erroneously transmitted to such Lender or L/C Issuer (whether or not known to such Lender or L/C Issuer), and demands the return of such Payment (or a portion thereof), such Lender or L/C Issuer shall promptly, but in no event later than one (1) Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender or L/C Issuer to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect, and (y) to the extent permitted by applicable law, such Lender or L/C Issuer shall not assert, and hereby waives, as to the Administrative Agent, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Payments received, including without limitation any defense based on "discharge for value" or any similar doctrine. A notice of the Administrative Agent to any Lender or L/C Issuer under this Section 9.18(a) shall be conclusive, absent manifest error.

(b) Each Lender and L/C Issuer hereby further agrees that if it receives a Payment from the Administrative Agent or any of its Affiliates (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Payment (a "**Payment Notice**") or (y) that was not preceded or accompanied by a Payment Notice, it shall be on notice, in each such case, that an error has been made with respect to such Payment. Each Lender and L/C Issuer agrees that, in each such case, or if it otherwise becomes aware a Payment (or portion thereof) may have been sent in error, such Lender or L/C Issuer shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one (1) Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender or L/C Issuer to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(c) The Borrower and each other Loan Party hereby agrees that (x) in the event an erroneous Payment (or portion thereof) are not recovered from any Lender or L/C Issuer that has received such Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the

rights of such Lender or L/C Issuer with respect to such amount and (y) an erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Loan Party, except, in each case, to the extent such erroneous Payment (or any portion thereof) is, and solely with respect to the amount of such erroneous Payment that is comprised of funds of a Loan Party. Notwithstanding anything to the contrary herein or in any other Loan Document, the provisions of this Section 9.18 relating to Payments (including the preceding two paragraphs and this paragraph) shall not constitute, create or otherwise alter the Obligations on the part of the Loan Parties under the Loan Documents or otherwise.

(d) Each party's obligations under this Section 9.18 shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender or L/C Issuer, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations under any Loan Document.

9.19 Intercreditor Agreement. The parties hereto acknowledge and agree that: (a) each Agent shall be subject to the terms of the Intercreditor Agreement as if each Agent was a party thereto as an "ABL Agent" (as defined in the Intercreditor Agreement) and (b) each Agent, acting in the capacity as an ABL Agent, is authorized to perform and take or refrain from taking any actions, and providing any consents or directions, in connection with the Intercreditor Agreement.

ARTICLE X CONTINUING GUARANTY

10.01 Guaranty. Each Guarantor hereby absolutely and unconditionally guarantees, as a guaranty of payment and performance and not merely as a guaranty of collection, prompt payment when due, whether at stated maturity, by required prepayment, upon acceleration, demand or otherwise, and at all times thereafter, of any and all of the Obligations, whether for principal, interest, premiums, fees, indemnities, damages, costs, expenses or otherwise, of the Borrower to the Credit Parties, arising hereunder and under the other Loan Documents (including all renewals, extensions, amendments, refinancings and other modifications thereof and all costs, attorneys' fees and expenses incurred by the Credit Parties in connection with the collection or enforcement thereof). The Administrative Agent's books and records showing the amount of the Obligations shall be admissible in evidence in any action or proceeding, and shall be binding upon each Guarantor, and conclusive for the purpose of establishing the amount of the Obligations. This Guaranty shall not be affected by the genuineness, validity, regularity or enforceability of the Obligations or any instrument or agreement evidencing any Obligations, or by the existence, validity, enforceability, perfection, non-perfection or extent of any collateral therefor, or by any fact or circumstance relating to the Obligations which might otherwise constitute a defense to the obligations of any Guarantor under this Guaranty, and each Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to any or all of the foregoing.

Each Qualified ECP Guarantor (including the Borrower) hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of each such Loan Party's obligations (a) in respect of Swap Contracts to which it is a party and (b) under this Guaranty in respect of Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 10.01 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 10.01, or otherwise under this Guaranty, as it relates to such other Loan Party, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section shall remain in full force and effect until the termination of this Guaranty in accordance with Section 10.06 hereof. Each

Qualified ECP Guarantor intends that this Section 10.01 constitute, and this Section 10.01 shall be deemed to constitute, a “keepwell, support, or other agreement” for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

10.02 Rights of Lenders. Each Guarantor consents and agrees that the Credit Parties may, at any time and from time to time, without notice or demand, and without affecting the enforceability or continuing effectiveness hereof: (a) amend, extend, renew, compromise, discharge, accelerate or otherwise change the time for payment or the terms of the Obligations or any part thereof; (b) take, hold, exchange, enforce, waive, release, fail to perfect, sell, or otherwise dispose of any security for the payment of this Guaranty or any Obligations; (c) apply such security and direct the order or manner of sale thereof as the Administrative Agent and the Lenders in their sole discretion may determine; and (d) release or substitute one or more of any endorsers or other guarantors of any of the Obligations. Without limiting the generality of the foregoing, each Guarantor consents to the taking of, or failure to take, any action which might in any manner or to any extent vary the risks of such Guarantor under this Guaranty or which, but for this provision, might operate as a discharge of such Guarantor.

10.03 Certain Waivers. Each Guarantor waives (a) any defense arising by reason of any disability or other defense of the Borrower or any other Guarantor, or the cessation from any cause whatsoever (including any act or omission of any Credit Party) of the liability of the Borrower; (b) any defense based on any claim that such Guarantor’s obligations exceed or are more burdensome than those of the Borrower; (c) the benefit of any statute of limitations affecting such Guarantor’s liability hereunder; (d) any right to proceed against the Borrower, proceed against or exhaust any security for the Obligations, or pursue any other remedy in the power of any Credit Party whatsoever; (e) any benefit of and any right to participate in any security now or hereafter held by any Credit Party; and (f) to the fullest extent permitted by law, any and all other defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties. Each Guarantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Obligations, and all notices of acceptance of this Guaranty or of the existence, creation or incurrence of new or additional Obligations. As provided below, this Guaranty shall be governed by, and construed in accordance with, the laws of the State of New York.

10.04 Obligations Independent. The obligations of each Guarantor hereunder are those of primary obligor, and not merely as surety, and are independent of the Obligations and the obligations of any other guarantor, and a separate action may be brought against each Guarantor to enforce this Guaranty whether or not the Borrower or any other person or entity is joined as a party.

10.05 Subrogation. No Guarantor shall exercise any right of subrogation, contribution, indemnity, reimbursement or similar rights with respect to any payments it makes under this Guaranty until all of the Obligations (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement) and any amounts payable under this Guaranty have been paid and performed in full and the Commitments and the Facility are terminated. If any amounts are paid to any Guarantor in violation of the foregoing limitation, then such amounts shall be held in trust for the benefit of the Credit Parties and shall forthwith be paid to the Credit Parties to reduce the amount of the Obligations, whether matured or unmatured.

10.06 Termination; Reinstatement. This Guaranty is a continuing and irrevocable guaranty of all Obligations now or hereafter existing and shall remain in full force and effect until all Obligations and any other amounts payable under this Guaranty are paid in full in cash (other than any indemnity

obligations for unasserted claims that by its terms survives the termination of this Agreement) and the Commitments and the Facility with respect to the Obligations are terminated. Notwithstanding the foregoing, this Guaranty shall continue in full force and effect or be revived, as the case may be, if any payment by or on behalf of the Borrower or any Guarantor is made, or any of the Credit Parties exercises its right of setoff, in respect of the Obligations and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by any of the Credit Parties in their discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Laws or otherwise, all as if such payment had not been made or such setoff had not occurred and whether or not the Credit Parties are in possession of or have released this Guaranty and regardless of any prior revocation, rescission, termination or reduction. The obligations of each Guarantor under this paragraph shall survive termination of this Guaranty.

10.07 Subordination. Each Guarantor hereby subordinates the payment of all obligations and indebtedness of the Borrower owing to such Guarantor, whether now existing or hereafter arising, including but not limited to any obligation of the Borrower to any Guarantor as subrogee of the Credit Parties or resulting from such Guarantor's performance under this Guaranty, to the indefeasible payment in full in cash of all Obligations (other than any indemnity obligations for unasserted claims that by its terms survives the termination of this Agreement). If the Credit Parties so request, any such obligation or indebtedness of the Borrower to any Guarantor shall be enforced and performance received by such Guarantor as trustee for the Credit Parties and the proceeds thereof shall be paid over to the Credit Parties on account of the Obligations, but without reducing or affecting in any manner the liability of such Guarantor under this Guaranty.

10.08 Stay of Acceleration. If acceleration of the time for payment of any of the Obligations is stayed, in connection with any case commenced by or against any Guarantor or the Borrower under any Debtor Relief Laws, or otherwise, all such amounts shall nonetheless be payable by such Guarantor immediately upon demand by the Credit Parties.

10.09 Condition of Borrower. Each Guarantor acknowledges and agrees that it has the sole responsibility for, and has adequate means of, obtaining from the Borrower and any other guarantor such information concerning the financial condition, business and operations of the Borrower and any such other Guarantor as such Guarantor requires, and that none of the Credit Parties has any duty, and such Guarantor is not relying on the Credit Parties at any time to disclose to such Guarantor any information relating to the business, operations or financial condition of the Borrower or any other Guarantor (such Guarantor waiving any duty on the part of the Credit Parties to disclose such information and any defense relating to the failure to provide the same).

ARTICLE XI MISCELLANEOUS

11.01 Amendments, Etc. Subject to Section 3.02, no amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders and the Borrower or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall:

(a) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02) without the written consent of such Lender (it being understood that

the waiver of any mandatory prepayment shall not constitute an extension or increase of any Commitment of any Lender);

(b) postpone any date fixed by this Agreement or any other Loan Document for (i) any payment of principal, interest, fees or other amounts due to the Lenders (or any of them) hereunder or under any of the other Loan Documents without the written consent of each Lender entitled to such payment (it being understood that the waiver of or amendment to the terms of any mandatory prepayment of the Loans shall not constitute a postponement of any date scheduled for the payment of principal or interest, or (ii) any scheduled or mandatory reduction of the Aggregate Commitments hereunder or under any other Loan Document without the written consent of each Lender;

(c) reduce the principal of, or the rate of interest specified herein on, any Loan or Letter of Credit Disbursements, or (subject to clause (iv) of the second proviso to this Section 11.01) any fees or other amounts payable hereunder or under any other Loan Document, without the written consent of each Lender entitled to such amount; provided, however, that only the consent of the Required Lenders shall be necessary to amend the definition of “Default Rate” or to waive any obligation of the Borrower to pay interest or Letter of Credit Fees at the Default Rate; provided further, however, changes to interest rates arising from changes to the definition of Borrowing Base shall be governed by clause (i) below;

(d) change Section 2.13 or Section 8.03 in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender;

(e) change any provision of this Section 11.01 or the definition of “Required Lenders” or “Supermajority Lenders” or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender (other than any Defaulting Lender);

(f) except as expressly permitted hereunder, release, or limit the liability of, any Loan Party without the written consent of each Lender (other than any Defaulting Lender);

(g) except for releases of Collateral in accordance with the provisions of Section 9.10 hereof (in which case, such release may be made by the Administrative Agent acting alone), release all or substantially all of the Collateral from the Liens of the Collateral Documents in any transaction or series of related transactions, without the written consent of each Lender (other than any Defaulting Lender);

(h) increase the Aggregate Commitments without the written consent of each Lender (other than any Defaulting Lender);

(i) change the definition of the term “Borrowing Base” or any component definition thereof if as a result thereof the amounts available to be borrowed by the Borrower would be increased, without the written consent of the Supermajority Lenders, provided that the foregoing shall not limit the discretion of the Administrative Agent to change, establish or eliminate any Reserves without the consent of any Lender;

(j) modify the definition of Permitted Overadvance so as to increase the amount thereof or, except as provided in such definition, the time period for a Permitted Overadvance without the written consent of the Supermajority Lenders;

(k) except as provided in Section 9.10(c), subordinate the Obligations hereunder or the Liens granted hereunder or under the other Loan Documents, to any other Indebtedness or Lien, as the case may be without the written consent of each Lender (other than any Defaulting Lender);

(l) modify this Section 11.01 or Section 8.03 without the written consent of each Lender (other than any Defaulting Lender);

and provided further, that (i) no amendment, waiver or consent shall, unless in writing and signed by the L/C Issuers in addition to the Lenders required above, affect the rights or duties of the L/C Issuers under this Agreement or any Issuer Document relating to any Letter of Credit issued or to be issued by it; (ii) no amendment, waiver or consent shall, unless in writing and signed by the Swing Line Lender in addition to the Lenders required above, affect the rights or duties of the Swing Line Lender under this Agreement; (iii) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document; (iv) no amendment, waiver or consent shall, unless in writing and signed by the Collateral Agent in addition to the Lenders required above, affect the rights or duties of the Collateral Agent under this Agreement or any other Loan Document; and (v) each Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto.

If any Lender does not consent to a proposed amendment, waiver, consent or release with respect to any Loan Document that requires the consent of each Lender or Supermajority Lenders and that has been approved by the Required Lenders, the Borrower may replace such non-consenting Lender in accordance with Section 11.13; provided that such amendment, waiver, consent or release can be effected as a result of the assignment contemplated by such Section (together with all other such assignments required by the Borrower to be made pursuant to this paragraph).

Notwithstanding anything to the contrary contained in this Section 11.01, if the Administrative Agent and the Borrower shall have jointly identified an obvious error (including, but not limited to, an incorrect cross-reference) or any error or omission of a technical or immaterial nature, in each case, in any provision of any Loan Document, then the Administrative Agent and/or the Collateral Agent (acting in their sole discretion) and the Borrower or any other relevant Loan Party shall be permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party to any Loan Document.

11.02 Notices; Effectiveness; Electronic Communications.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

- (i) if to Holdings, the Borrower, any Loan Party, the Administrative Agent, the Collateral Agent, the L/C Issuers or the Swing Line Lender to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 11.02; and
- (ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in subsection (b) below shall be effective as provided in such subsection (b).

(b) Electronic Communications. The Administrative Agent and each of its Affiliates is authorized to transmit, post or otherwise make or communicate, in its sole discretion (but shall not be required to do so), by Approved Electronic Communications in connection with this Agreement or any other Loan Document and the transactions contemplated therein. The Administrative Agent is hereby authorized to establish procedures to provide access to and to make available or deliver, or to accept, notices, documents and similar items by posting to ABLSoft. All uses of ABLSoft and other Approved Electronic Communications shall be governed by and subject to, in addition to the terms of this Agreement, the separate terms, conditions and privacy policy posted or referenced in such system (or such terms, conditions and privacy policy as may be updated from time to time, including on such system) and any related contractual obligations executed by the Administrative Agent and Loan Parties in connection with the use of such system. Each of the Loan Parties, the Lenders and the Administrative Agent hereby acknowledges and agrees that the use of ABLSoft and other Approved Electronic Communications is not necessarily secure and that there are risks associated with such use, including risks of interception, disclosure and abuse and each indicates it assumes and accepts such risks by hereby authorizing the Administrative Agent and each of its Affiliates to transmit Approved Electronic Communications. ABLSoft and all Approved Electronic Communications shall be provided “as is” and “as available”. None of the Administrative Agent or any of its Affiliates or related persons warrants the accuracy, adequacy or completeness of ABLSoft or any other electronic platform or electronic transmission and disclaims all liability for errors or omissions therein. No warranty of any kind is made by the Administrative Agent or any of its Affiliates or related persons in connection with ABLSoft or any other electronic platform or electronic transmission, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects. The Borrower and each other Loan Party executing this Agreement agrees that the Administrative Agent has no responsibility for maintaining or providing any equipment, software, services or any testing required in connection with ABLSoft, any Approved Electronic Communication or otherwise required for ABLSoft or any Approved Electronic Communication. Prior to the Closing Date, the Borrower shall deliver to the Administrative Agent a complete and executed client user form regarding the Borrower’s use of ABLSoft. No Approved Electronic Communications shall be denied legal effect merely because it is made electronically. Approved Electronic Communications that are not readily capable of bearing either a signature or a reproduction of a signature may be signed, and shall be deemed signed, by attaching to, or logically associating with such Approved Electronic Communication, an E-Signature, upon which the Administrative Agent and the Loan Parties may rely and assume the authenticity thereof. Each Approved Electronic Communication containing a signature, a reproduction of a signature or an E-Signature shall, for all intents and purposes, have the same effect and weight as a signed paper original. Each E-Signature shall be deemed sufficient to satisfy any requirement for a “signature” and each Approved Electronic Communication shall be deemed sufficient to satisfy any

requirement for a “writing”, in each case including pursuant to this Agreement, any other Loan Document, the UCC, the Federal Uniform Electronic Transactions Act, the Electronic Signatures in Global and National Commerce Act and any substantive or procedural law governing such subject matter. Each party or beneficiary hereto agrees not to contest the validity or enforceability of an Approved Electronic Communication or E-Signature under the provisions of any applicable law requiring certain documents to be in writing or signed; provided, that nothing herein shall limit such party's or beneficiary's right to contest whether an Approved Electronic Communication or E-Signature has been altered after transmission.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender’s receipt of an acknowledgement from the intended recipient (such as by the “return receipt requested” function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE.” THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the “**Agent Parties**”) have any liability to Holdings or any of its Subsidiaries, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower’s or the Administrative Agent’s transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to Holdings or any of its Subsidiaries, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Borrower, any other Loan Party, and the Administrative Agent may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the Borrower, the Administrative Agent, the L/C Issuers and the Swing Line Lender. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the “Private Side Information” or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender’s compliance procedures and applicable Law, including

United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the “Public Side Information” portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities laws.

(e) Reliance by Administrative Agent and Lenders. The Administrative Agent, the Collateral Agent, the L/C Issuers, the Swing Line Lender and the Lenders shall be entitled to rely and act upon any notices (including telephonic Notice of Borrowings) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent, the Collateral Agent, the L/C Issuers, the Swing Line Lender, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

11.03 No Waiver; Cumulative Remedies. No failure by any Lender, any L/C Issuer, the Administrative Agent or the Collateral Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

11.04 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Loan Parties shall pay all Credit Party Expenses within ten (10) Business Days after receipt of an invoice therefor.

(b) Indemnification by the Loan Parties. The Loan Parties shall indemnify the Administrative Agent (and any sub-agent thereof), the Collateral Agent, the Arranger, the joint bookrunning managers, each Lender, each L/C Issuer and each Related Party of any of the foregoing Persons (each such Person being called an “**Indemnitee**”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the reasonable and documented in reasonable detail fees, charges and disbursements of one counsel to all Indemnitees taken as a whole and, if reasonably necessary, a single local counsel for all Indemnitees taken as a whole in each relevant jurisdiction material to the interests of the Lenders, in each case, selected by the Administrative Agent and solely in the case of an actual conflict of interest between Indemnitees where the Indemnitees affected by such conflict inform the Borrower of such conflict, one additional counsel in each relevant jurisdiction material to the interest of the Lenders to each group of affected Indemnitees taken as a whole) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any other Loan Party arising out of, in connection with, or as a result of (i) the preparation, execution, delivery or administration of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby or any amendment or waiver with respect hereto or thereto, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents, (ii) any Loan or Letter of Credit or the use or proposed use of

the proceeds therefrom (including any refusal by any L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or Release or threat of Release of Hazardous Materials, at, under, on or from any property or facility currently or formerly owned, leased or operated by Holdings or any of its Subsidiaries, or any Environmental Liability related in any way to Holdings or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee (y) result from a claim brought by the Borrower or any other Loan Party against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if the Borrower or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction, or (z) result from the presence, Release or threat of Release of Hazardous Materials or violations of Environmental Laws first occurring or first existing after completion of the foreclosure upon the Collateral, granting of a deed-in-lieu of foreclosure with respect to the Collateral or similar transfer of title or possession of the Collateral, unless such presence, release or violation is actually caused by any Loan Party or any Subsidiary thereof. This Section 11.04(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims or damages arising from any non-Tax claim.

(c) Reimbursement by Lenders. To the extent that the Borrower for any reason fails to pay any amount required under subsection (a) or (b) of this Section to be paid by it to the Agents (or any sub-agent thereof), the Swing Line Lender, the L/C Issuers or any Related Party of any of the foregoing, each Lender (other than the Swing Line Lender in its capacity as such) severally agrees to pay to the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender, the L/C Issuers or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), the Collateral Agent, the Swing Line Lender or L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or the Collateral Agent in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.12(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, the Loan Parties shall not assert, and hereby waive, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Payments. All amounts due under this Section shall be payable not later than ten Business Days after receipt of an invoice or demand therefor.

(f) Survival. The agreements in this Section shall survive the resignation of the Agents, the Swing Line Lender and the L/C Issuers, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

11.05 Payments Set Aside. To the extent that any payment by or on behalf of any of the Loan Parties is made to the Administrative Agent, any L/C Issuer or any Lender, or the Administrative Agent, any L/C Issuer or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent, such L/C Issuer or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and each L/C Issuer severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Effective Rate from time to time in effect. The obligations of the Lenders and the L/C Issuers under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

11.06 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of Section 11.06(b), (ii) by way of participation in accordance with the provisions of Section 11.06(d), or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 11.06(f) (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the L/C Issuers and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment(s) and the Loans (including for purposes of this Section 11.06(b), participations in L/C Obligations and in Swing Line Loans) at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case

of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if “Trade Date” is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than \$1.0 million (and in integral multiples of \$1.0 million in excess thereof) and after giving effect thereto, the assigning Lender shall hold a Commitment of at least \$1.0 million, unless, in each case, each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met;

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender’s rights and obligations under this Agreement with respect to the Loans or the Commitment assigned, except that (A) this clause (ii) shall not apply to the Swing Line Lenders’ rights and obligations in respect of Swing Line Loans and (B) this clause (ii) shall not limit the right of a Lender to assign all or any portion of its Commitment;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by subsection (b)(i)(B) of this Section and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; and

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of (1) any Commitment if such assignment is to a Person that is not a Lender with a Commitment, an Affiliate of Lender or an Approved Fund with respect to such Lender or (2) any Loan to a Person that is not a Lender, an Affiliate of a Lender or an Approved Fund;

(C) the consent of the L/C Issuers (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Letters of Credit (whether or not then outstanding); and

(D) the consent of the Swing Line Lender (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the

obligation of the assignee to participate in exposure under one or more Swing Line Loans (whether or not then outstanding).

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of \$3,500; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire and any Tax forms required by Section 3.01(g), Section 3.01(h) or Section 3.01(i);

(v) No Assignment to Borrower. No such assignment shall be made to the Borrower or any of the Borrower's Affiliates or Subsidiaries; and

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural person.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 3.01, 3.03, and 11.04 with respect to facts and circumstances occurring prior to the effective date of such assignment). Upon request, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 11.06(d).

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal and interest amounts of the Loans (and whether such Loan is a Committed Loan or a Swing Line Loan, as applicable) owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary.

The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "**Participant**") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, including, for avoidance of doubt, any indemnification obligation

with respect to the participated interest, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in clauses (a), (b), (c), (f) and (g) in the first proviso to Section 11.01 that affects such Participant. Subject to subsection (e) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Section 3.01 and Section 3.03 (provided such Participant agrees to be subject to the limitations and requirements therein as though it were a Lender (it being understood that the documentation required under Section 3.01(g), Section 3.01(h) and Section 3.01(i) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 11.06(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 11.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.11 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal and interest amount of each Participant's interest in the Loans held by it (the "**Participant Register**"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under the Loan Documents) except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive, absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such Loan or other obligation hereunder as the owner thereof for all purposes of this Agreement notwithstanding any notice to the contrary.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.03 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant except to the extent that such entitlement to any greater payment results from any Change in Law after the Participant becomes a Participant, or the sale of the participation to such Participant is made with the Borrower's prior written consent.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a FRB or any central bank having jurisdiction over such Lender; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Electronic Execution of Assignments. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State

Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(h) Resignation as L/C Issuer or Swing Line Lender After Assignment.

Notwithstanding anything to the contrary contained herein, if at any time Eclipse (together with its affiliates) assigns all of its Commitment and Loans pursuant to subsection (b) above, Eclipse may, (i) upon 30 days' notice to the Borrower and the Lenders, resign as L/C Issuer and/or (ii) upon 30 days' notice to the Borrower, resign as Swing Line Lender. In the event of any such resignation as L/C Issuer or Swing Line Lender, the Borrower shall be entitled to appoint from among the Lenders a successor L/C Issuer or Swing Line Lender hereunder; provided, however, that no failure by the Borrower to appoint any such successor shall affect the resignation of Eclipse as L/C Issuer or Swing Line Lender, as the case may be. If Eclipse resigns as L/C Issuer, it shall retain all the rights, powers, privileges and duties of the L/C Issuers hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Lenders to make Base Rate Committed Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.03). If Eclipse resigns as Swing Line Lender, it shall retain all the rights of the Swing Line Lender provided for hereunder with respect to Swing Line Loans made by it and outstanding as of the effective date of such resignation, including the right to require the Lenders to make Base Rate Committed Loans or fund risk participations in outstanding Swing Line Loans pursuant to Section 2.04(c). Upon the appointment of a successor L/C Issuer and/or Swing Line Lender, (A) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer or Swing Line Lender, as the case may be, and (B) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to Eclipse to effectively assume the obligations of Eclipse with respect to such Letters of Credit.

11.07 Treatment of Certain Information; Confidentiality. Each of the Administrative Agent, the Lenders and the L/C Issuers agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 11.07, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, or (iii) any funding or financing source of any Lender, (g) with the consent of the Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 11.07 or (ii) becomes available to the Administrative Agent, any Lender, any L/C Issuer or any of their respective Affiliates on a non-confidential basis from a source other than the Borrower.

For purposes of this Section, "**Information**" means all information received from any Loan Party or any Subsidiary thereof relating to any Loan Party or any Subsidiary thereof or their respective businesses, operations, assets and related matters, other than any such information that is available to the Administrative Agent, any Lender or any L/C Issuer on a non-confidential basis prior to disclosure by

any Loan Party or any Subsidiary thereof, provided that, in the case of information received from a Loan Party or any such Subsidiary after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Administrative Agent, the Lenders and the L/C Issuers acknowledges that (A) the Information may include material non-public information concerning Holdings or a Subsidiary, as the case may be, (B) it has developed compliance procedures regarding the use of material non-public information and (C) it will handle such material non-public information in accordance with applicable Law, including Federal and state securities Laws.

11.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Credit Party and each of its respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to setoff and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Credit Party or any such Affiliate to or for the credit or the account of the Borrower or any other Loan Party against any and all of the obligations of the Borrower or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Credit Party, irrespective of whether or not such Credit Party shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Credit Party different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each Credit Party and their respective Affiliates under this Section 11.08 are in addition to other rights and remedies (including other rights of setoff) that such Credit Party or their respective Affiliates may have. Each Credit Party agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

11.09 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "**Maximum Rate**"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

11.10 Counterparts; Integration; Effectiveness.

(a) This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the

Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) Delivery of an executed counterpart of a signature page of (x) this Agreement, (y) any other Loan Document and/or (z) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 11.02), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an “Ancillary Document”) that is an Electronic Signature transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Loan Document or such Ancillary Document, as applicable. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement, any other Loan Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Borrower or any other Loan Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, the Borrower and each Loan Party hereby (A) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders, the Borrower and the Loan Parties, Electronic Signatures transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (B) the Administrative Agent and each of the Lenders may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person’s business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (C) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (D) waives any claim against the Administrative Agent, any Lender, any L/C Issuer and any Related Party of any of the foregoing Persons for any losses, claims, damages, liabilities and related expenses arising solely from the Administrative Agent’s and/or any Lender’s reliance on or use of Electronic Signatures and/or transmissions by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any losses, claims, damages, liabilities and related expenses arising as a result of the failure of the Borrower

and/or any Loan Party to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

11.11 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Obligation (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement) shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

11.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11.13 Replacement of Lenders. (a) If any Lender requests compensation under Section 3.03, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or (b) if any Lender is a Defaulting Lender, or (c) if in connection with a proposed amendment, modification, waiver, or consent with respect to any of the provisions hereof as contemplated by Section 11.01, the consent of the Required Lenders shall have been obtained but the consent of one or more of such other Lenders whose consent is required shall not have been obtained, or (d) if any other circumstance exists hereunder that gives the Borrower the right to replace a Lender as a party hereto, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 11.06), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(a) the Borrower shall have paid to the Administrative Agent the assignment fee specified in Section 11.06(b);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and Letter of Credit Exposure, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.03 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter; and

(d) such assignment does not conflict with applicable Laws.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

11.14 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) SUBMISSION TO JURISDICTION. EACH OF THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY CREDIT PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH OF THE BORROWER AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

11.15 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY

ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

11.16 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower and Holdings each acknowledge and agree, and acknowledge their respective Affiliates' understanding, that: (a) the arranging and other services regarding this Agreement provided by the Administrative Agent, the Arranger and the Lenders are arm's-length commercial transactions between the Borrower, Holdings and their respective Affiliates, on the one hand, and the Administrative Agent, the Arranger and the Lenders, on the other hand, (b) each of the Borrower and Holdings and each other Loan Party has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (c) the Borrower and Holdings and each other Loan Party is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (d) the Administrative Agent, each Arranger and each Lender each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower, Holdings or any of their respective Affiliates, or any other Person and (e) neither the Administrative Agent nor the Arranger or any Lender has any obligation to the Borrower, Holdings or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (f) the Administrative Agent, the Arranger and the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, Holdings and their respective Affiliates, and neither the Administrative Agent nor the Arranger or the Lenders have any obligation to disclose any of such interests to the Borrower, Holdings and their respective Affiliates. To the fullest extent permitted by law, each of the Borrower and Holdings hereby waives and releases any claims that it may have against the Administrative Agent, the Arranger and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

11.17 USA PATRIOT Act Notice. Each Lender that is subject to the USA PATRIOT Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the USA PATRIOT Act. No part of the proceeds of the Loans will be used by the Loan Parties, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

11.18 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden

of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

11.19 Attachments. The exhibits, schedules and annexes attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

11.20 Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement or the other Loan Documents and the exercise of any right or remedy by the Collateral Agent hereunder or under the other Loan Documents are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

11.21 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

11.22 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Contracts or any other agreement or instrument that is a QFC (such support “**QFC Credit Support**” and each such QFC a “**Supported QFC**”), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the “**U.S. Special Resolution Regimes**”) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a “**Covered Party**”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

BORROWER:

THE CONTAINER STORE, INC.

By: _____

Name:

Title:

HOLDINGS:

THE CONTAINER STORE GROUP, INC.

By: _____

Name:

Title:

SUBSIDIARY GUARANTORS:

TCS GIFT CARD SERVICES, LLC

By: _____

Name:

Title:

C STUDIO MANUFACTURING INC.

By: _____

Name:

Title:

C STUDIO MANUFACTURING LLC

By: _____

Name:

Title:

**ADMINISTRATIVE AGENT AND
COLLATERAL AGENT:
ECLIPSE BUSINESS CAPITAL LLC**

By: _____
Name:
Title:

**LENDER:
ECLIPSE BUSINESS CAPITAL SPV, LLC**

By: _____
Name:
Title:

Schedule 2.01

Commitments

<u>Lender</u>	<u>Commitment</u>	<u>Applicable Percentage</u>
Eclipse Business Capital SPV, LLC	\$140,000,000	100%
TOTAL:	\$140,000,000	100%

Schedule 6.02(c)

The Borrower shall provide the Administrative Agent with the information set forth below at the following times (all in a format provided by, or acceptable to, the Administrative Agent):

<p>Monthly (no later than 25 days after the end of each month); <u>provided</u>, that during an Enhanced Collateral Trigger Event, such items shall be delivered weekly (no later than the 3rd Business Day of each week), or more frequently if the Administrative Agent requests</p> <p>(To be delivered electronically utilizing the Borrowing Base portal in ABLSoft)</p>	<p>(a) A summary and a detailed aging, by total, of the Borrower's Accounts, together with an Account roll-forward and Cash Reconciliation Form with supporting details supplied from sales journals, collection journals, credit registers and any other records, with respect to the Borrower's Accounts and Credit Card Receivables, along with a Client/Customer Master List.</p> <p>(b) A summary aging, by vendor, of each Loan Party's accounts payable (identifying therein any held and/or outstanding checks).</p> <p>(c) A detailed calculation of the Credit Card Receivables of the Borrower that are not eligible for the Borrowing Base.</p> <p>(d) Notice of all claims, offsets, or disputes asserted by Account Debtors with respect to the Borrower's Accounts.</p> <p>(e) An Inventory Detail report with respect to the Borrower's Inventory, including a listing by category and location of Inventory, with backup acceptable to the Administrative Agent.</p> <p>(f) A detailed calculation of Inventory of the Borrower that is not eligible for the Borrowing Base.</p>
<p>Monthly (no later than 25 days after the end of each month)</p> <p>(To be delivered electronically utilizing the Borrowing Base portal in ABLSoft)</p>	<p>(g) A summary and a detailed aging, by total, of the Borrower's Accounts and Credit Card Receivables, together with reconciliation to the weekly Borrowing Base submitted closest to such date and support documentation for any reconciling items noted.</p> <p>(h) A summary aging, by vendor, of each Loan Party's accounts payable and a listing by vendor, of any held and/or outstanding checks.</p> <p>(i) A monthly Account roll-forward with respect to Borrower's Accounts and Credit Card Receivables tied to the beginning and ending Account and Credit Card Receivables balances of the Borrower's month-end accounts receivable aging.</p> <p>(j) A reconciliation of Accounts summary aging and trade accounts payable summary aging to each of (i) the Borrower's general ledger, and (ii) their monthly financial statements including any book reserves related to each category (using the Month End Reconciliation Form).</p> <p>(k) A reconciliation of the Inventory perpetual report with respect to the Borrower's Inventory to each of (i) the Borrower's general ledger, (ii) their monthly financial statements including any book reserves related thereto and (iii) the Borrowing Base submitted closest to such date, together with support documentation for any reconciling items noted (using the Month End Reconciliation Form).</p> <p>(l) A reconciliation of the loan statement provided to the Borrower by</p>

	<p>the Administrative Agent for such month to each of (i) the Borrower's general ledger, (ii) their monthly financial statements and (iii) the Borrowing Base submitted closest to such date, together with support documentation for any reconciling items noted (using the Month End Reconciliation Form).</p> <p>(m) A Borrowing Base Calculation.</p>
<p>Bi-Annually (in January and in July of each calendar year, starting July, 2025)</p>	<p>(n) A detailed list of each Loan Party's vendors, with address and contact information.</p>

Schedule 11.02

Administrative Agent & Collateral Agent's Notice Address:

ECLIPSE BUSINESS CAPITAL LLC,
as Administrative Agent
333 W Wacker Suite 950
Chicago, IL 60606
Attention: Jim Gurgone
Email: jgurgone@eclipsebuscap.com

with a copy to (which shall not constitute notice):

RIEMER & BRAUNSTEIN, LLP
100 Cambridge Street, 22nd Floor
Boston, MA 02114
Attention: Donald Rothman
Email: drothman@riemerlaw.com

Administrative Agent's Account:

Wells Fargo Bank, National Association and its affiliates
Account Name: Eclipse Business Capital SPV, LLC
Account # 4943951905
ABA Routing # 121000248
Reference: Container Store

Loan Parties' Notice Address:

THE CONTAINER STORE, INC.
500 Freeport Parkway
Coppell, TX 75019
Attention: Legal – Tasha Grinnell, Treasury – Maria Thereza Neisler
Email: legalreview@containerstore.com and credit@containerstore.com

with a copy (which shall not constitute notice) to:

LATHAM & WATKINS LLP
355 S Grand Ave
Los Angeles, CA 90071
Attention: Elizabeth Oh; Benjamin Gelfand
Email: elizabeth.oh@lw.com; benjamin.gelfand@lw.com

ATTACHMENT 3

Redline of Schedule of Retained Causes of Action

EXHIBIT F

Schedule of Retained Causes of Action

Pursuant to the Plan, the Debtors previously disclosed their intention to retain Causes of Action in Article IV.N therein, as set forth below:

In accordance with section 1123(b) of the Bankruptcy Code, but subject to the releases and exculpation set forth in this section and in Article IX of the Plan, all Causes of Action that a Debtor may hold against any Entity shall vest in the applicable Reorganized Debtor on the Effective Date, including each Cause of Action set forth in the schedule of retained Causes of Action included in the Plan Supplement. Thereafter, the Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, whether arising before or after the Petition Date, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any specific Cause of Action as any indication that the Debtors or the Reorganized Debtors shall not pursue any and all available Causes of Action. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan,** and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise) or laches, shall apply to any Cause of Action upon, after, or as a consequence of the Confirmation or the occurrence of the Effective Date. In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any of the Debtors are a plaintiff, defendant, or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits. For the avoidance of doubt, in no instance shall any Cause of Action preserved pursuant to Article IV.N of the Plan include any Claim or Cause of Action released or exculpated under the Plan (including, without limitation, by the Debtors).

Notwithstanding and without limiting the generality of Article IV.N of the Plan, included herein are certain specific types of Causes of Action that are expressly preserved by the Debtors and/or Reorganized Debtors.

In addition, pursuant to the *Order (I) Authorizing the Debtors to File a Consolidated Creditor Matrix and List of the 30 Largest Unsecured Creditors; (II) Waiving the Requirement to File a List of Equity Security Holders; (III) Authorizing the Debtors to Redact Certain Personally Identifiable Information; and (IV) Granting Related Relief* [Docket No. 73], the Debtors prepared and filed with the Court a consolidated creditor matrix [Docket No. 90]. To the extent not released pursuant to the Plan, the Debtors expressly retain all Causes of Action against any entity listed in the creditor matrix, regardless of whether such entity is expressly identified herein, to the extent such entity or entities owe or may in the future owe money to the Debtors or the Reorganized Debtors.

The below includes certain entities that are party to or that the Debtors believe may become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial. Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action against or related to all entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial, including, without limitation, dealers, creditors, customers, employees, utilities, suppliers, vendors, insurers, sureties, factors, lenders, bondholders, lessors, carriers, or any other parties, regardless of whether such entity is expressly identified herein.

1. Causes of Action, potential counterclaims, and defenses that may be asserted against lien claimants in connection with lien disposition, including, without limitation, Causes of Action related to rights of setoff and contractual breaches.
2. Causes of Action, potential counterclaims, and defenses that may be asserted against vendors, customers, carriers, and property owners related to payment shortfalls, past due payments, and contractual breaches, including, without limitation, Causes of Action related to rights of setoff, contractual breaches, and lease defaults.
3. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units related to, among other things, sales and other tax refunds and attributes, and tax audits, investigations, or other similar reviews including, without limitation, Causes of Action related to rights of setoff, and all Causes of Action against or related to all entities that assert or may assert that the Debtors or Reorganized Debtors owe taxes to them.
4. Causes of Action, potential counterclaims, and defenses that may be asserted in relation to Insurance Contracts.
5. Causes of Action, potential counterclaims, and defenses based in whole or in part upon any and all postings of security deposits, adequate assurance payments, or any other type of deposit, prepayment, or collateral.
6. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units related to, among other things, the importing of goods into the United States, and the exporting of goods from the United States, including, without limitation, customs regulations, entries and liquidations, duties and tariffs (including payments, protests, and related), inspections and certifications; and other import and export activities.
7. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units related to, among other things, product safety and compliance, including, without limitation, regulations relating to the packaging,

transportation and shipment of consumer goods, regulations relating to consumer product safety laws, regulations, certifications, inspections, and testing, and California Proposition 65.

8. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units, employees, customers, and other individuals related to, among other things, store operations, site health, customer and employee safety, and code compliance including, without limitation occupational safety and health citations, building code violations, and store and website accessibility claims.
9. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units, customers, and other individuals related to, among other things, product pricing and promotions.
10. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units, customers, and other individuals related to, among other things, product warranties.
11. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units, employees, customers, and other individuals related to, among other things, environmental regulations.
12. Causes of Action, potential counterclaims, and defenses that may be asserted against customers, and other individuals related to, among other things, store experiences and team member interaction.
13. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units, employees, and other individuals related to privacy, including, but not limited to, matters initiated under the Telephone and Consumer Protection Act (TCPA) or the California Invasion of Privacy Act.
14. Causes of Action, potential counterclaims, and defenses based in whole or in part upon intellectual property or any and all contracts, leases, and licenses to which the Debtors are a party or pursuant to which any of the Debtors have any rights whatsoever.
15. Causes of Action, potential counterclaims, and defenses that may be asserted against Governmental Units, employees, and other individuals related to, among other things, investigations or similar reviews of employment matters, including, without limitation, various matters pending before the equal opportunity commissions of several states including, but not limited to, Delaware and Texas.
16. Causes of Action, potential counterclaims, and defenses that may be asserted under Chapter 5 of the Bankruptcy Code, except, for the avoidance of doubt, any ~~claims~~such Causes of Action, potential counterclaims, and defenses against Released Parties which are released under the Plan.
17. Causes of Action, potential counterclaims, and defenses, among other things, that may be asserted in the following cases, proceedings, and/or threatened cases and proceedings:
 - a. *Anne Heiting v. The Container Store, Inc.*, Case No. 23STCVC20250, stayed in the Superior Court of the State of California, County of Los Angeles.

- b. *Cantwell v. The Container Store, Inc.*, Case No. 24-cv-06920-BMC, administratively closed pending further Order of the Bankruptcy Court in the U.S. District Court for the Eastern District of New York.
- c. *Gravel Rating Systems LLC v. The Container Store, Inc.*, Case No. 4:22-cv-01000, stayed in the U.S. District Court for the Eastern District of Texas Sherman Division.
- d. *Hayes v. The Container Store, Inc.*, Case No. 20CV363825, pending in the Superior Court of the State of California, County of Santa Clara.
- e. *Hernandez v. The Container Store, Inc.*, Case No. 1:24-cv-24519-RNS, pending in the U.S. District Court for the Southern District of Florida.
- f. *Lisa Irving v. The Container Store, Inc.*, Case No. CGC-20-586616, pending in the Superior Court of the State of California, County of San Francisco.
- g. *Mark Cadigan and Mika Pyyhkala, on behalf of themselves and all others similarly situated v. The Container Store, Inc.*, Case No. 20-2119B, pending in the Suffolk County Superior Court.
- h. *The Container Store v. United States et al*, Case No. 1:20-cv-01880, stayed in the Court of International Trade.
- i. Various third-party subpoenas, civil investigative demands, and discovery requests received by the Debtors in matters not against or including the Debtors from various parties.

ATTACHMENT 4

Redline of Directors and Officers of the Reorganized Debtors

EXHIBIT G

Directors and Officers of the Reorganized Debtors¹

The members of the Reorganized Board shall consist of a number of members determined by the Required Consenting Lenders in their sole discretion, which shall consist of members appointed in a manner determined by the Required Consenting Lenders in their sole discretion and set forth in the New Organizational Documents for Reorganized Parent.

The identity and affiliations of Persons presently proposed to serve on the Reorganized Board are as follows:

1. **Satish Malhotra: A seasoned retail executive with decades of diverse experience, Satish Malhotra joined The Container Store in February 2021 as Chief Executive Officer and President. Satish has led the company through its articulation of a new brand purpose, the launch of the Organized Insider loyalty program and The Container Store App, the opening of its first small-format stores, significant eCommerce improvements, a renewed focus on the customer experience and Custom Spaces business, including an in-home design service, key additions to The Container Store leadership team, and the release of the company's first-ever sustainability report. In 2022, Satish led The Container Store through its strategic acquisition of ClosetWorks, and the launch of a premium, wood-based custom space line, Preston, alongside a new Custom Spaces brand architecture that pushes beyond custom closets. In 2024, the company's modular, Elfa Custom Spaces offering expanded with his oversight into key categories with the launch of Elfa Garage and enhanced functionalities with the launch of Decor+. In parallel, his focus on innovation and whole-home solutions drove the launch of The Everything Organizer, a private label collection of general merchandise products that complement The Container Store's Custom Spaces lines and can work in any area of the home. All these developments enable The Container Store to transform lives through the power of organization and address nearly any customer need. Under his leadership, initiatives like in-store mobile checkout, efficiencies in web order processing, and implementation of a new store communication tool led to the company being recognized as a 2023 Forbes Customer Experience All Star, further demonstrated by a consistent, strong net promoter score. Additionally, The Container Store App reached a 4.7 App Store rating, ranking within the top 200 apps in shopping. In 2022, The Container Store's branding campaign won Grand Prize and Strategy of the Year in the PR Daily Content Marketing Awards and Best Use of TikTok in Digiday's Content Marketing Awards. Before joining The Container Store, Satish held various leadership roles at prestige beauty retailer Sephora Americas for more than 20 years.**

¹ Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Plan. The selection process for the Reorganized Board is still ongoing and the contents of this exhibit may be supplemented or revised in an amended Plan Supplement.

He served most recently as Chief Retail Officer and Chief Operating Officer, responsible for leading Sephora’s retail growth by expanding its in-store services and experiences, developing digitally enabled solutions, and by growing its off-mall store locations. In prior roles, he was responsible for Technology, Supply Chain, Store Development, Legal, Strategy and Partnerships, including the Sephora inside JCPenney (SiJCP) business, which now operates in over 600 stores. He also spent several years overseeing Sephora’s expansion into Canada and Latin America. Highlights of his career at Sephora include: transforming Sephora’s IT department to a Center of Excellence within parent company LVMH, launching all of Sephora’s digital commerce properties (including website, mobile, social and CRM), strengthening Sephora’s supply chain to enable 98% of online orders to be received by consumers within two business days, developing an off-mall store concept which dramatically improved Sephora’s accessibility to its consumers, and led the efforts in creating Sephora’s purpose of “inspiring fearlessness”. Before joining Sephora, Satish was a Transaction Services Senior Associate at PwC. He is a Certified Public Accountant (inactive). Throughout his career, Satish has excelled at developing and growing new sales channels, solving complex “back of the house” problems with innovative solutions, and attracting and developing high-performing talent. Leveraging this expertise, he serves on the BigCommerce Board of Directors on the compensation committee. In 2020, the World Retail Forum presented him with the Innovation Leadership Award and D CEO recognized him as one of the most influential North Texas CEOs in 2023 and 2024. A graduate of the University of California, Berkeley, Walter A. Haas School of Business with a Bachelor of Science in Business Administration, Satish has also completed the LVMH Inspiring Entrepreneurs Senior Executive Leadership Program. Malhotra currently resides in Flower Mound, Texas, with his wife, two children and their Coton du Tulear.

2. Joel Bines: Mr. Bines is the Founder and Managing Partner of Spruce Advisory, a boutique advisory firm serving ambitious investors, boards and executives. For nearly two-decades prior, Mr. Bines led the global retail practice at the business consultancy AlixPartners, where he served as a highly respected performance-improvement change agent for a wide-range of retailers, brands and consumer businesses, including multiple domestic and international department stores. Mr. Bines is also the author of the 2022 bestselling retail strategy book, “The Metail Economy”. Mr. Bines currently serves on the boards of Belk, Grocery Holdings, and the Martin Luther King Jr. Memorial Foundation.
3. Ian Greenhaus: Mr. Greenhaus joined Golub Capital in 2023 and is the Head of BSL Workout. Prior to joining Golub Capital, Mr. Greenhaus was a Managing Director on the Opportunistic Credit team at CIFC Asset Management, where he focused on credit and equity opportunities across stressed and distressed issuers. Prior to this position, he worked at Logen Asset Management as a Vice President, where he focused on distressed,

event-driven, and leveraged credit and equity opportunities. Prior to that, Mr. Greenhaus worked at Whippoorwill Associates as a Senior Research Analyst, where he focused on middle market distressed situations. Mr. Greenhaus earned his BBA from the Emory University Goizueta Business School and he received an MBA from the NYU Stern School of Business.

4. Andrew Wadhams: Mr. Wadhams is the founder of *The Wadhams Group*, a consumer products consulting practice. Mr. Wadhams began his career in the Gap organization, where he led field operations and expansion within the Gap, GapKids, and Banana Republic brands both domestically and internationally. He ultimately was responsible for 800 locations generating \$1.4B in sales. After Gap, he specialized in taking PE-backed, distressed retail concepts, and improving both sales and profitability. He created 3 successful exits; two were acquired, while one launched a successful IPO. In addition, as COO of California Closets, Mr. Wadhams was tasked with creating a “Company Owned” division. His team assessed, (re)purchased, and integrated over 30 franchisees into a centralizing entity, successfully leveraging sales, manufacturing, and operational support to drive profitability. Mr. Wadhams attended Cal Poly, San Luis Obispo, and studied Social Sciences with a concentration in Industrial Relations. He is currently a Board Advisor the University of San Francisco’s School of Business Management, and on the Board of the Boy & Girls Clubs, San Leandro.

~~1. Satish Malhotra~~

~~2. TBD~~

~~3. TBD~~

~~4. TBD~~

5. TBD To be appointed in accordance with the New Organizational Documents.

The Debtors shall disclose the identity and affiliations of any other Person proposed to serve on the Reorganized Board or as a director, manager, or officer of a Reorganized Debtor as soon as such Persons are known and determined, to the extent determined prior to confirmation of the Plan. To the extent not so determined, such directors, managers, or officers will be appointed in accordance with the New Organizational Documents.

The composition of the board of directors, board of managers or other governing body of any direct or indirect wholly-owned subsidiary of the Reorganized Parent (each, a “Subsidiary Governing Body”) shall be comprised of one or more executive employees of any of the Companies or other individuals selected or approved by the Reorganized Board in accordance with the New Organizational Documents.

Each of the directors, managers, sole managers and officers of each of the Reorganized Debtors and Reorganized Parent shall serve pursuant to the terms of the applicable New

Organizational Documents of such Reorganized Debtor or Reorganized Parent, as applicable, and may be designated, replaced, or removed in accordance with such New Organizational Documents.

The existing officers of the Debtors as of the Effective Date shall remain in their current capacities as officers of the Reorganized Debtors, subject to their right to resign and the ordinary rights and powers of the Reorganized Board to remove or replace them in accordance with the New Organizational Documents and any applicable employment agreements that are assumed pursuant to the Plan.

Except to the extent that a member of the board of directors of the Parent is designated in this exhibit to serve as a manager of the Reorganized Board on the Effective Date, the members of the board of directors of the Parent prior to the Effective Date shall have no continuing obligations to the Reorganized Debtors on or after the Effective Date, and each such director shall be deemed to have resigned or shall otherwise cease to be a director of the Reorganized Parent on the Effective Date.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

	X	
	:	Chapter 11
In re:	:	
	:	Case No. 24-90627 (ARP)
THE CONTAINER STORE GROUP, INC., <i>et al.</i> ,	:	
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	:	
	X	

**DECLARATION OF DARLENE S. CALDERON REGARDING THE SOLICITATION
AND TABULATION OF VOTES ON THE PREPACKAGED JOINT PLAN OF
REORGANIZATION OF THE CONTAINER STORE GROUP, INC. AND
ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

I, Darlene S. Calderon, depose and declare under the penalty of perjury:

1. I am a Director, employed by Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”), located at 222 North Pacific Coast Highway, Suite 300, El Segundo, California 90245.

I am over the age of 18 and not a party to this action.

2. I submit this declaration (this “Declaration”) with respect to the solicitation of votes and the tabulation of Ballots cast on the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 19] (as amended, supplemented, or otherwise modified from time to time, the “Plan”).²

¹ The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

² Capitalized terms used but not defined herein have the meanings ascribed to them in the Plan or the Solicitation Procedures Order (as defined herein), as applicable.

3. Prior to the commencement of these chapter 11 cases, the above captioned debtors and debtors in possession (collectively, the “Debtors”) engaged Verita as their claims, noticing and solicitation agent to assist with, among other things, (a) serving solicitation materials to the parties entitled to vote to accept or reject the Plan and (b) tabulating votes cast with respect thereto. Verita and its employees have considerable experience in soliciting and tabulating votes to accept or reject chapter 11 plans.

4. On December 22, 2024, the Debtors filed the *Emergency Ex Parte Application for Entry of an Order Authorizing the Employment and Retention of Kurtzman Carson Consultants, LLC d/b/a Verita Global as Claims, Noticing, and Solicitation Agent* [Docket No. 4]. The Court entered an order approving the retention on December 23, 2024 [Docket No. 38].

5. On December 23, 2024, the Court entered the *Order (I) Scheduling Combined Hearing to Consider (A) Final Approval of Disclosure Statement, (B) Approval of Solicitation Procedures and Form of Ballot, and (C) Confirmation of Plan; (II) Establishing an Objection Deadline to Object to Disclosure Statement and Plan; (III) Approving the Form and Manner of Notice of Combined Hearing, Objection Deadline, and Notice of Commencement; (IV) Approving Notice and Objection Procedures for the Assumption or Rejection of Executory Contracts and Unexpired Leases; (V) Conditionally Waiving Requirement of Filing Schedules of Assets and Liabilities, Statements of Financial Affairs, and 2015.3 Reports; (VI) Conditionally Waiving Requirement to Convene the Section 341 Meeting of Creditors; (VII) Conditionally Approving the Disclosure Statement; and (VIII) Granting Related Relief* [Docket No. 81] (the “Solicitation Procedures Order”) establishing, among other things, the Solicitation Procedures.

6. Verita adhered to the procedures outlined in the Solicitation Procedures Order and caused the Ballots to be distributed to parties entitled to vote on the Plan. I supervised the solicitation and tabulation performed by Verita's employees.

7. Except as otherwise noted, all facts set forth herein are based on my personal knowledge, knowledge that I acquired from individuals under my supervision, and/or my review of the relevant documents. I am authorized to submit this Declaration on behalf of Verita. If I were called to testify, I would testify competently as to the facts set forth herein.

A. Prepetition Solicitation

8. On December 21, 2024, prior to the filing of the Debtors' voluntary petitions, Verita commenced service of the Solicitation Packages via electronic mail on Holders of Class 3 Prepetition Term Loan Claims (the "Voting Class") that held such Claim as of December 18, 2024 (the "Voting Record Date"). A Certificate of Service evidencing Verita's service of the foregoing was filed with the Court on December 23, 2024 [Docket No. 51].

B. Postpetition Solicitation

9. Holders of Claims in Class 1 (Other Secured Claims), Class 2 (Prepetition ABL Claims), Class 4 (General Unsecured Claims), Class 5 (Subordinated Claims), Class 6 (Intercompany Claims), Class 7 (Intercompany Interests) and Class 8 (Existing Equity Interests) are not entitled to vote on the Plan (collectively, the "Non-Voting Classes"). Intercompany Claims and Intercompany Interests are all held by the Debtors or affiliates of the Debtors, and the Debtors are not required to serve Holders of Claims in Classes 6 and 7. In lieu of a Solicitation Package, the Non-Voting Classes (other than Holders of Claims in Classes 6 and 7) were served with the Notice of Non-Voting Status and applicable Release Opt-Out Form.

10. On or before December 27, 2024, Verita caused to be served the Notice of Non-Voting Status and applicable Release Opt-Out Form on the Non-Voting Classes. Furthermore, on or before December 27, 2024, Verita caused to be served the Combined Notice on the Debtors' full creditor matrix and on all other parties required to receive such notice pursuant to the Solicitation Procedures Order. A Certificate of Service evidencing Verita's service of the foregoing was filed with the Court on January 3, 2025 [Docket No. 116].

11. On or before December 24, 2024, Verita posted links to the electronic versions of the Combined Notice, Solicitation Procedures Order, Plan, and Disclosure Statement on the face of the public access website at <https://www.veritaglobal.net/thecontainerstore>.

12. Furthermore, on December 27, 2024, the Combined Notice was published in *The New York Times* and *USA Today*. An affidavit evidencing such publication was filed with the Court on January 3, 2025 [Docket No. 117].

13. Verita also forwarded the Notice of Non-Voting Status, applicable Release Opt-Out Form and Combined Notice upon Non-Voting parties whose packages were returned with a forwarding address. The supplemental certificate of service evidencing the foregoing was filed with the Court on January 20, 2025 [Docket No. 149].

C. The Tabulation Process.

14. In accordance with the Solicitation Procedures, Verita worked closely with the Debtors' advisors to identify the Holders of Claims in the Voting Class entitled to vote as of the Voting Record Date, and to coordinate the distribution of the Solicitation Package to such Holders. A detailed description of Verita's distribution of the Solicitation Package is set forth in the Certificates of Service [Docket Nos. 51, 116 and 149].

15. In accordance with the Solicitation Procedures, Verita reviewed, determined the validity of, and tabulated the Ballots submitted to vote on the Plan. To be included in the tabulation results as valid, a Ballot must have been (a) properly completed pursuant to the Solicitation Procedures, (b) executed by the relevant Holder entitled to vote on the Plan (or such Holder's authorized representative), (c) returned to Verita via mail or another approved method of delivery set forth in the Solicitation Procedures, and (d) received by Verita by 4:00 p.m. (prevailing Central Time) on January 21, 2025 (the "Voting Deadline"), unless extended by the Debtors.

16. All validly executed Ballots cast by Holders of Claims entitled to vote in the Voting Class received by Verita on or before the Voting Deadline were tabulated in accordance with the Solicitation Procedures.

17. I declare that the results of the voting by Holders of Claims in the Voting Class is set forth in Exhibit A hereto, which is a true and correct copy of the final tabulation of votes received by Verita. The Voting Class voted to accept the Plan by the requisite amounts under Section 1126(c) of the Bankruptcy Code.

18. Holders of Claims in the Voting Class that participated in the DIP Term Loan Facility had a portion of their Prepetition Term Loan Claims converted into DIP Roll-Up Term Loan Claims (such Holders, "Converted Holders"). However, as set forth in Exhibit B hereto,³ irrespective of whether the voting amounts of Converted Holders are excluded from the voting, the Voting Class still voted to accept the Plan by the requisite number of Holders and amounts under Section 1126(c) of the Bankruptcy Code.

³ The Converted Holders are not excluded for purposes of numerosity because not all Holders of Claims in the Voting Class participated in the DIP Term Loan Facility. Therefore, Exhibit B only excludes the voting amounts of Converted Holders.

19. Further, in accordance with the Solicitation Procedures, Verita also reviewed, determined the validity of, and tabulated the Release Opt-Out Forms submitted to opt out of the Releases. To be included in the tabulation results as valid, a Release Opt-Out Form must have been (a) properly completed pursuant to the Solicitation Procedures, (b) executed by the relevant Holder entitled to opt out of the Releases (or such Holder's authorized representative), (c) returned to Verita via an approved method of delivery set forth in the Solicitation Procedures, and (d) received by Verita by the Voting Deadline.

20. Verita examined each Ballot and each Release Opt-Out Form to determine which parties opted out of the Third-Party Release. A report of the foregoing is attached hereto as **Exhibit C**.

D. Ballots That Were Not Counted.

21. Verita did not receive any Ballots that were not included in the tabulation above as not satisfying the requirements for a valid Ballot as set forth in the Solicitation Procedures Order for the reasons described therein.

E. Conclusion.

22. To the best of my knowledge, information, and belief, the foregoing information concerning the distribution, submission, and tabulation of Ballots in connection with the Plan is true. The Ballots received by Verita are stored at Verita's office and are available for inspection by or submission to this Court.

Dated: January 23, 2025

/s/ Darlene S. Calderon

Darlene S. Calderon

Director

Verita

222 N Pacific Coast Highway, 3rd Floor

El Segundo, CA 90245

Exhibit A

**Exhibit A
Ballot Tabulation Summary**

Class	Not Tabulated	Members Voted	Members Accepted	Members Rejected	% Members Accepted	% Members Rejected	Total \$ Voted	\$ Accepted	\$ Rejected	% \$ Accepted	% \$ Rejected	Class Accepted or Rejected
Class 3 - Term Loan Claims	0	84	84	0	100.00%	0.00%	\$157,716,473.07	\$157,716,473.07	\$0.00	100.00%	0.00%	Accepted

Exhibit A-1

Exhibit A-1
Class 3 Ballot Detail
Term Loan Claims

Creditor Name	Date Received	Ballot No.	Voting Amount	Vote
Name on File - 15708772	01/14/2025	44	\$3,998,784.14	Accept
Name on File - 15708773	01/15/2025	56	\$1,632,187.01	Accept
Name on File - 15708774	01/15/2025	57	\$4,894,537.69	Accept
Name on File - 15708775	01/15/2025	54	\$737,857.65	Accept
Name on File - 15708776	01/15/2025	55	\$2,392,250.87	Accept
Name on File - 15708777	12/30/2024	1	\$8,754,780.09	Accept
Name on File - 15708778	12/30/2024	2	\$16,330,254.10	Accept
Name on File - 15708779	01/08/2025	14	\$810,524.86	Accept
Name on File - 15708780	01/08/2025	11	\$5,783,330.20	Accept
Name on File - 15708781	01/08/2025	13	\$36,944,193.45	Accept
Name on File - 15708782	01/08/2025	12	\$655,427.48	Accept
Name on File - 15708783	01/08/2025	10	\$513,593.09	Accept
Name on File - 15708784	01/21/2025	165	\$2,031,250.00	Accept
Name on File - 15708786	01/20/2025	159	\$1,106,355.63	Accept
Name on File - 15708787	01/21/2025	209	\$823,874.98	Accept
Name on File - 15708788	01/20/2025	147	\$831,796.89	Accept
Name on File - 15708789	01/20/2025	145	\$807,421.89	Accept
Name on File - 15708790	01/21/2025	195	\$1,092,583.84	Accept
Name on File - 15708791	01/20/2025	150	\$1,073,229.76	Accept
Name on File - 15708792	01/20/2025	161	\$1,402,570.95	Accept
Name on File - 15708793	01/21/2025	104	\$823,874.98	Accept
Name on File - 15708794	01/20/2025	148	\$1,224,843.75	Accept
Name on File - 15708795	01/21/2025	193	\$1,286,071.84	Accept
Name on File - 15708796	01/20/2025	162	\$1,092,583.84	Accept
Name on File - 15708797	01/20/2025	163	\$823,874.98	Accept
Name on File - 15708798	01/20/2025	151	\$982,704.78	Accept
Name on File - 15708799	01/20/2025	155	\$1,279,826.64	Accept
Name on File - 15708800	01/21/2025	197	\$823,874.98	Accept
Name on File - 15708801	01/20/2025	152	\$896,999.99	Accept
Name on File - 15708802	01/21/2025	191	\$1,011,854.40	Accept
Name on File - 15708803	01/20/2025	153	\$1,087,708.80	Accept
Name on File - 15708804	01/20/2025	154	\$1,711,358.54	Accept
Name on File - 15708805	01/20/2025	160	\$1,596,562.50	Accept
Name on File - 15708806	01/21/2025	194	\$1,239,713.93	Accept

Exhibit A-1
Class 3 Ballot Detail
Term Loan Claims

Creditor Name	Date Received	Ballot No.	Voting Amount	Vote
Name on File - 15708807	01/20/2025	156	\$1,170,729.83	Accept
Name on File - 15708808	01/20/2025	149	\$1,287,171.45	Accept
Name on File - 15708809	01/21/2025	198	\$914,062.47	Accept
Name on File - 15708810	01/21/2025	196	\$1,793,010.41	Accept
Name on File - 15708811	01/20/2025	146	\$943,312.50	Accept
Name on File - 15708812	01/17/2025	76	\$1,114,143.60	Accept
Name on File - 15708813	01/17/2025	81	\$408,281.25	Accept
Name on File - 15708814	01/17/2025	80	\$610,900.60	Accept
Name on File - 15708815	01/17/2025	91	\$594,518.93	Accept
Name on File - 15708816	01/17/2025	102	\$1,720,177.30	Accept
Name on File - 15708817	01/17/2025	86	\$358,736.95	Accept
Name on File - 15708818	01/17/2025	88	\$211,519.20	Accept
Name on File - 15708819	01/17/2025	92	\$358,501.66	Accept
Name on File - 15708820	01/17/2025	79	\$222,199.57	Accept
Name on File - 15708821	01/17/2025	84	\$244,968.75	Accept
Name on File - 15708822	01/17/2025	83	\$691,465.57	Accept
Name on File - 15708823	01/17/2025	78	\$435,233.74	Accept
Name on File - 15708824	01/17/2025	89	\$408,281.25	Accept
Name on File - 15708825	01/17/2025	85	\$555,499.00	Accept
Name on File - 15708826	01/17/2025	99	\$191,421.60	Accept
Name on File - 15708827	01/17/2025	101	\$241,516.38	Accept
Name on File - 15708828	01/17/2025	98	\$1,041,348.23	Accept
Name on File - 15708829	01/17/2025	93	\$1,767,726.91	Accept
Name on File - 15708830	01/17/2025	77	\$236,017.29	Accept
Name on File - 15708831	01/17/2025	103	\$1,484,659.11	Accept
Name on File - 15708832	01/17/2025	87	\$408,281.25	Accept
Name on File - 15708833	01/17/2025	82	\$326,625.00	Accept
Name on File - 15708834	01/17/2025	90	\$568,981.21	Accept
Name on File - 15708835	01/17/2025	100	\$519,339.70	Accept
Name on File - 15708836	01/08/2025	4	\$1,595,838.89	Accept
Name on File - 15708837	01/08/2025	7	\$857,261.60	Accept
Name on File - 15708838	01/08/2025	6	\$1,561,997.96	Accept
Name on File - 15708839	01/08/2025	3	\$1,913,223.90	Accept
Name on File - 15708840	01/08/2025	5	\$1,494,717.60	Accept
Name on File - 15708841	01/08/2025	15	\$1,595,202.20	Accept

Exhibit A-1
Class 3 Ballot Detail
Term Loan Claims

Creditor Name	Date Received	Ballot No.	Voting Amount	Vote
Name on File - 15708842	01/08/2025	9	\$903,282.47	Accept
Name on File - 15708843	01/08/2025	8	\$519,895.77	Accept
Name on File - 15708844	01/21/2025	164	\$609,375.00	Accept
Name on File - 15708845	01/21/2025	188	\$609,375.00	Accept
Name on File - 15708846	01/15/2025	50	\$1,882,564.82	Accept
Name on File - 15708847	01/15/2025	52	\$1,955,838.36	Accept
Name on File - 15708848	01/15/2025	53	\$1,967,620.46	Accept
Name on File - 15708849	01/15/2025	51	\$1,973,564.93	Accept
Name on File - 15708850	01/10/2025	24	\$968,063.53	Accept
Name on File - 15708851	01/10/2025	23	\$1,887,011.10	Accept
Name on File - 15708852	01/10/2025	22	\$2,400,589.80	Accept
Name on File - 15708853	01/16/2025	64	\$1,941,691.76	Accept
Name on File - 15708854	01/17/2025	105	\$812,500.00	Accept
Name on File - 15708855	01/16/2025	65	\$271,311.82	Accept
Name on File - 15708856	01/16/2025	63	\$668,256.87	Accept
	TOTAL:	Accept Reject	\$157,716,473.07 \$0.00	84 0

Exhibit B

**Exhibit B
Ballot Tabulation Summary**

Class	Not Tabulated	Members Voted	Members Accepted	Members Rejected	% Members Accepted	% Members Rejected	Total \$ Voted	\$ Accepted	\$ Rejected	% \$ Accepted	% \$ Rejected	Class Accepted or Rejected
Class 3 - Term Loan Claims	0	84	84	0	100.00%	0.00%	\$89,845,368.69	\$89,845,368.69	\$0.00	100.00%	0.00%	Accepted

Exhibit B-1

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Class 3 Ballot Detail
Term Loan Claims

Creditor Name	Date Received	Ballot No.	Voting Amount	Vote
Name on File - 15708772	01/14/2025	44	\$2,160,266.31	Accept
Name on File - 15708773	01/15/2025	56	\$0.00	Accept
Name on File - 15708774	01/15/2025	57	\$0.00	Accept
Name on File - 15708775	01/15/2025	54	\$0.00	Accept
Name on File - 15708776	01/15/2025	55	\$0.00	Accept
Name on File - 15708777	12/30/2024	1	\$4,284,186.83	Accept
Name on File - 15708778	12/30/2024	2	\$7,991,275.48	Accept
Name on File - 15708779	01/08/2025	14	\$361,935.92	Accept
Name on File - 15708780	01/08/2025	11	\$2,582,517.90	Accept
Name on File - 15708781	01/08/2025	13	\$16,497,249.41	Accept
Name on File - 15708782	01/08/2025	12	\$292,677.96	Accept
Name on File - 15708783	01/08/2025	10	\$229,342.49	Accept
Name on File - 15708784	01/21/2025	165	\$2,031,250.00	Accept
Name on File - 15708786	01/20/2025	159	\$543,352.69	Accept
Name on File - 15708787	01/21/2025	209	\$390,747.94	Accept
Name on File - 15708788	01/20/2025	147	\$395,027.59	Accept
Name on File - 15708789	01/20/2025	145	\$381,859.47	Accept
Name on File - 15708790	01/21/2025	195	\$535,912.74	Accept
Name on File - 15708791	01/20/2025	150	\$525,457.06	Accept
Name on File - 15708792	01/20/2025	161	\$703,377.31	Accept
Name on File - 15708793	01/21/2025	104	\$390,747.94	Accept
Name on File - 15708794	01/20/2025	148	\$607,363.61	Accept
Name on File - 15708795	01/21/2025	193	\$640,440.92	Accept
Name on File - 15708796	01/20/2025	162	\$535,912.74	Accept
Name on File - 15708797	01/20/2025	163	\$390,747.94	Accept
Name on File - 15708798	01/20/2025	151	\$476,552.69	Accept
Name on File - 15708799	01/20/2025	155	\$637,067.08	Accept
Name on File - 15708800	01/21/2025	197	\$390,747.94	Accept
Name on File - 15708801	01/20/2025	152	\$430,252.32	Accept
Name on File - 15708802	01/21/2025	191	\$492,300.22	Accept
Name on File - 15708803	01/20/2025	153	\$533,279.10	Accept
Name on File - 15708804	01/20/2025	154	\$870,193.88	Accept
Name on File - 15708805	01/20/2025	160	\$1,596,562.50	Accept
Name on File - 15708806	01/21/2025	194	\$1,239,713.93	Accept

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Term Loan Claims

Creditor Name	Date Received	Ballot No.	Voting Amount	Vote
Name on File - 15708807	01/20/2025	156	\$578,129.61	Accept
Name on File - 15708808	01/20/2025	149	\$641,034.95	Accept
Name on File - 15708809	01/21/2025	198	\$439,470.01	Accept
Name on File - 15708810	01/21/2025	196	\$914,304.75	Accept
Name on File - 15708811	01/20/2025	146	\$455,271.76	Accept
Name on File - 15708812	01/17/2025	76	\$601,894.69	Accept
Name on File - 15708813	01/17/2025	81	\$408,281.25	Accept
Name on File - 15708814	01/17/2025	80	\$610,900.60	Accept
Name on File - 15708815	01/17/2025	91	\$594,518.93	Accept
Name on File - 15708816	01/17/2025	102	\$1,720,177.30	Accept
Name on File - 15708817	01/17/2025	86	\$358,736.95	Accept
Name on File - 15708818	01/17/2025	88	\$211,519.20	Accept
Name on File - 15708819	01/17/2025	92	\$358,501.66	Accept
Name on File - 15708820	01/17/2025	79	\$222,199.57	Accept
Name on File - 15708821	01/17/2025	84	\$244,968.75	Accept
Name on File - 15708822	01/17/2025	83	\$691,465.57	Accept
Name on File - 15708823	01/17/2025	78	\$435,233.74	Accept
Name on File - 15708824	01/17/2025	89	\$408,281.25	Accept
Name on File - 15708825	01/17/2025	85	\$555,499.00	Accept
Name on File - 15708826	01/17/2025	99	\$191,421.60	Accept
Name on File - 15708827	01/17/2025	101	\$241,516.38	Accept
Name on File - 15708828	01/17/2025	98	\$1,041,348.23	Accept
Name on File - 15708829	01/17/2025	93	\$1,767,726.91	Accept
Name on File - 15708830	01/17/2025	77	\$236,017.29	Accept
Name on File - 15708831	01/17/2025	103	\$1,484,659.11	Accept
Name on File - 15708832	01/17/2025	87	\$408,281.25	Accept
Name on File - 15708833	01/17/2025	82	\$326,625.00	Accept
Name on File - 15708834	01/17/2025	90	\$568,981.21	Accept
Name on File - 15708835	01/17/2025	100	\$519,339.70	Accept
Name on File - 15708836	01/08/2025	4	\$1,595,838.89	Accept
Name on File - 15708837	01/08/2025	7	\$857,261.60	Accept
Name on File - 15708838	01/08/2025	6	\$1,561,997.96	Accept
Name on File - 15708839	01/08/2025	3	\$1,913,223.90	Accept
Name on File - 15708840	01/08/2025	5	\$1,494,717.60	Accept
Name on File - 15708841	01/08/2025	15	\$1,595,202.20	Accept

Exhibit B-1
Class 3 Ballot Detail
Term Loan Claims

Creditor Name	Date Received	Ballot No.	Voting Amount	Vote
Name on File - 15708842	01/08/2025	9	\$903,282.47	Accept
Name on File - 15708843	01/08/2025	8	\$519,895.77	Accept
Name on File - 15708844	01/21/2025	164	\$609,375.00	Accept
Name on File - 15708845	01/21/2025	188	\$609,375.00	Accept
Name on File - 15708846	01/15/2025	50	\$1,017,019.48	Accept
Name on File - 15708847	01/15/2025	52	\$1,056,604.11	Accept
Name on File - 15708848	01/15/2025	53	\$1,062,969.17	Accept
Name on File - 15708849	01/15/2025	51	\$1,066,180.54	Accept
Name on File - 15708850	01/10/2025	24	\$0.00	Accept
Name on File - 15708851	01/10/2025	23	\$1,887,011.10	Accept
Name on File - 15708852	01/10/2025	22	\$2,400,589.80	Accept
Name on File - 15708853	01/16/2025	64	\$1,941,691.76	Accept
Name on File - 15708854	01/17/2025	105	\$438,937.52	Accept
Name on File - 15708855	01/16/2025	65	\$271,311.82	Accept
Name on File - 15708856	01/16/2025	63	\$668,256.87	Accept
	TOTAL:	Accept	\$89,845,368.69	84
		Reject	\$0.00	0

Exhibit C

Exhibit C
Opt-Out Summary

Creditor Name	Date Received	Ballot No.	Class	Opt-Out of Release
555 9th Street LP ⁽¹⁾	01/21/2025	215	4 - General Unsecured Claims	Yes
ARC SPSANTX00 1, LLC ⁽¹⁾	01/21/2025	216	4 - General Unsecured Claims	Yes
Arch Insurance North America	01/21/2025	201	1 - Other Secured Claims	Yes
Baybrook LPC, LLC	01/16/2025	106	4 - General Unsecured Claims	Yes
Beachwood Place Lifestyle LLC	01/17/2025	108	4 - General Unsecured Claims	Yes
Brightz, Ltd.	01/21/2025	208	4 - General Unsecured Claims	Yes
BV CenterCal Owner, LLC ⁽¹⁾	01/21/2025	222	4 - General Unsecured Claims	Yes
CHUG, INC.	01/10/2025	28	4 - General Unsecured Claims	Yes
Clean Scapes - Ausin LLC	01/15/2025	59	4 - General Unsecured Claims	Yes
Congressional Plaza Associates, LLC	01/21/2025	170	4 - General Unsecured Claims	Yes
Core Power Bridgepointe, LLC ⁽¹⁾	01/22/2025	182	4 - General Unsecured Claims	Yes
Coronado Center L.L.C.	01/17/2025	109	4 - General Unsecured Claims	Yes
County of Palm Beach	01/21/2025	207	4 - General Unsecured Claims	Yes
Duesenberg Topanga LLC	01/21/2025	206	4 - General Unsecured Claims	Yes
Dynegy Energy Services LLC	01/21/2025	203	1 - Other Secured Claims	Yes
Fashion Place, LLC	01/17/2025	112	4 - General Unsecured Claims	Yes
FEDERAL REALTY OP LP	01/21/2025	172	4 - General Unsecured Claims	Yes
Flatiron Property Holding, L.L.C. ⁽¹⁾	01/21/2025	219	4 - General Unsecured Claims	Yes
FP Pembroke Gardens, LLC	01/21/2025	175	4 - General Unsecured Claims	Yes
FRIT San Jose Town & Country Village	01/21/2025	176	4 - General Unsecured Claims	Yes
GCE International , Inc.	01/20/2025	135	4 - General Unsecured Claims	Yes
GGP-Tucson Mall L.L.P.	01/17/2025	115	4 - General Unsecured Claims	Yes
Grant Parish Sheriffs Sales Tax Fund	01/17/2025	119	4 - General Unsecured Claims	Yes
HGIT Briargate LLC	01/21/2025	211	4 - General Unsecured Claims	Yes
Inland Commercial Real Estate Services LLC	01/21/2025	202	4 - General Unsecured Claims	Yes
James Pohlmann Sheriff and Tax Collector ⁽¹⁾	01/22/2025	230	4 - General Unsecured Claims	Yes
KP IV NAVY, LLC DBA Annapolis Mall ⁽¹⁾	01/21/2025	218	4 - General Unsecured Claims	Yes
KRG Ashburn Loudoun LLC	01/21/2025	178	4 - General Unsecured Claims	Yes
KRG Dallas Lincoln Park, LLC	01/21/2025	174	4 - General Unsecured Claims	Yes
KRG Gaithersburg Downtown Crown, LLC	01/21/2025	169	4 - General Unsecured Claims	Yes
KRG Rivers Edge, LLC	01/21/2025	168	4 - General Unsecured Claims	Yes
Lisa Irving, on behalf of herself and all others similarly situated	01/21/2025	185	4 - General Unsecured Claims	Yes
Mark Cadigan and Mika Pyyhkala, on behalf of themselves and all others similarly situated	01/21/2025	183	4 - General Unsecured Claims	Yes
Mayfair Mall, LLC	01/17/2025	110	4 - General Unsecured Claims	Yes
Name on File - 15709044	01/21/2025	184	4 - General Unsecured Claims	Yes
Name on File - 15709045	01/21/2025	177	4 - General Unsecured Claims	Yes
Name on File - 15709163 ⁽¹⁾	01/22/2025	229	4 - General Unsecured Claims	Yes
Name on File - 15709374	01/20/2025	140	4 - General Unsecured Claims	Yes
Name on File - 15709486 ⁽¹⁾	01/21/2025	214	4 - General Unsecured Claims	Yes
Name on File - 15709512	01/13/2025	46	4 - General Unsecured Claims	Yes
Name on File - 15709576	01/21/2025	186	4 - General Unsecured Claims	Yes
Name on File - 15709706	01/21/2025	180	4 - General Unsecured Claims	Yes
Name on File - 15709961	01/19/2025	131	4 - General Unsecured Claims	Yes
Name on File - 15710261	01/20/2025	141	4 - General Unsecured Claims	Yes
Name on File - 15710290	01/20/2025	134	4 - General Unsecured Claims	Yes
Name on File - 15710435	01/18/2025	126	4 - General Unsecured Claims	Yes
Name on File - 15710947	01/09/2025	18	4 - General Unsecured Claims	Yes
Name on File - 15711171 ⁽¹⁾	01/22/2025	232	4 - General Unsecured Claims	Yes
Name on File - 15711434	01/21/2025	173	4 - General Unsecured Claims	Yes
Name on File - 15711547	01/16/2025	71	4 - General Unsecured Claims	Yes
Name on File - 15711596	01/13/2025	45	4 - General Unsecured Claims	Yes
Name on File - 15711614	01/13/2025	43	4 - General Unsecured Claims	Yes
Name on File - 15711861	01/20/2025	157	4 - General Unsecured Claims	Yes
Name on File - 15712134	01/11/2025	30	4 - General Unsecured Claims	Yes
Name on File - 15712458	01/09/2025	21	4 - General Unsecured Claims	Yes
Name on File - 15712635	01/20/2025	166	4 - General Unsecured Claims	Yes
Name on File - 15712712	01/07/2025	16	4 - General Unsecured Claims	Yes
Name on File - 15712755	01/10/2025	26	4 - General Unsecured Claims	Yes

⁽¹⁾ Debtors provided creditor with an extended deadline.

Exhibit C
Opt-Out Summary

Creditor Name	Date Received	Ballot No.	Class	Opt-Out of Release
Name on File - 15712812	01/12/2025	36	4 - General Unsecured Claims	Yes
Name on File - 15712939	01/17/2025	121	4 - General Unsecured Claims	Yes
Name on File - 15713031	01/15/2025	58	4 - General Unsecured Claims	Yes
Name on File - 15713092	01/18/2025	124	4 - General Unsecured Claims	Yes
Name on File - 15713172	01/12/2025	31	4 - General Unsecured Claims	Yes
Name on File - 15713616	01/19/2025	129	4 - General Unsecured Claims	Yes
Name on File - 15713722 ⁽¹⁾	01/22/2025	228	4 - General Unsecured Claims	Yes
Name on File - 15713806	01/17/2025	118	4 - General Unsecured Claims	Yes
Name on File - 15713875	01/10/2025	29	4 - General Unsecured Claims	Yes
Name on File - 15713934	01/09/2025	25	4 - General Unsecured Claims	Yes
Name on File - 15714121	01/20/2025	143	4 - General Unsecured Claims	Yes
Name on File - 15714227	01/17/2025	120	4 - General Unsecured Claims	Yes
Name on File - 15714330 ⁽¹⁾	01/22/2025	231	4 - General Unsecured Claims	Yes
Name on File - 15714652	01/13/2025	41	4 - General Unsecured Claims	Yes
Name on File - 15714669	01/10/2025	27	4 - General Unsecured Claims	Yes
Name on File - 15714730	01/18/2025	125	4 - General Unsecured Claims	Yes
Name on File - 15714950 ⁽¹⁾	01/21/2025	220	8 - Existing Equity Interests (Registered Shareholder)	Yes
Name on File - 15715114	01/21/2025	187	4 - General Unsecured Claims	Yes
Name on File - 15715408	01/09/2025	20	4 - General Unsecured Claims	Yes
Name on File - 15715917	01/13/2025	39	4 - General Unsecured Claims	Yes
Name on File - 15716152	01/12/2025	32	4 - General Unsecured Claims	Yes
Name on File - 15716397 ⁽¹⁾	01/21/2025	221	4 - General Unsecured Claims	Yes
Name on File - 15716410	01/16/2025	74	4 - General Unsecured Claims	Yes
Name on File - 15716906	01/15/2025	66	4 - General Unsecured Claims	Yes
Name on File - 15717405 ⁽¹⁾	01/22/2025	225	4 - General Unsecured Claims	Yes
Name on File - 15717707	01/20/2025	139	4 - General Unsecured Claims	Yes
Name on File - 15717909 ⁽¹⁾	01/22/2025	226	4 - General Unsecured Claims	Yes
Name on File - 15718028	01/12/2025	38	4 - General Unsecured Claims	Yes
Name on File - 15718275	01/21/2025	190	4 - General Unsecured Claims	Yes
Name on File - 15718283 ⁽¹⁾	01/22/2025	223	4 - General Unsecured Claims	Yes
Name on File - 15718465	01/21/2025	210	4 - General Unsecured Claims	Yes
Name on File - 15718507	01/20/2025	142	4 - General Unsecured Claims	Yes
Name on File - 15718588 ⁽¹⁾	01/22/2025	233	4 - General Unsecured Claims	Yes
Name on File - 15718853	01/09/2025	19	4 - General Unsecured Claims	Yes
Name on File - 15719463	01/14/2025	47	4 - General Unsecured Claims	Yes
Name on File - 15719489	01/21/2025	199	4 - General Unsecured Claims	Yes
Name on File - 15719681	01/13/2025	42	4 - General Unsecured Claims	Yes
Name on File - 15719786	01/15/2025	61	4 - General Unsecured Claims	Yes
Name on File - 15719839	01/16/2025	75	4 - General Unsecured Claims	Yes
Name on File - 15719846	01/13/2025	40	4 - General Unsecured Claims	Yes
Name on File - 15719896 ⁽¹⁾	01/22/2025	227	4 - General Unsecured Claims	Yes
Name on File - 15720041	01/15/2025	62	4 - General Unsecured Claims	Yes
Name on File - 15720081	01/18/2025	122	4 - General Unsecured Claims	Yes
Name on File - 15720092	01/17/2025	97	4 - General Unsecured Claims	Yes
Name on File - 15720303	01/12/2025	33	4 - General Unsecured Claims	Yes
Name on File - 15720341 ⁽¹⁾	01/22/2025	235	4 - General Unsecured Claims	Yes
Name on File - 15720579	01/19/2025	128	4 - General Unsecured Claims	Yes
Name on File - 15720713	01/21/2025	200	4 - General Unsecured Claims	Yes
Name on File - 15721038	01/19/2025	132	4 - General Unsecured Claims	Yes
Name on File - 15721163 ⁽¹⁾	01/21/2025	213	4 - General Unsecured Claims	Yes
Name on File - 15721297	01/17/2025	96	4 - General Unsecured Claims	Yes
Name on File - 15722087	01/17/2025	117	4 - General Unsecured Claims	Yes
Name on File - 20001	01/03/2025	N/A	8 - Beneficial Holders of Existing Equity Interests	Yes
Name on File - 20002	01/04/2025	N/A	8 - Beneficial Holders of Existing Equity Interests	Yes
Name on File - 20003	01/05/2025	N/A	8 - Beneficial Holders of Existing Equity Interests	Yes
Name on File - 20004	01/13/2025	N/A	8 - Beneficial Holders of Existing Equity Interests	Yes
Name on File - 20005	01/13/2025	N/A	8 - Beneficial Holders of Existing Equity Interests	Yes
Name on File - 20006	01/13/2025	N/A	8 - Beneficial Holders of Existing Equity Interests	Yes
Name on File - 20007	01/16/2025	N/A	8 - Beneficial Holders of Existing Equity Interests	Yes
Name on File - 20008	01/17/2025	N/A	8 - Beneficial Holders of Existing Equity Interests	Yes

⁽¹⁾ Debtors provided creditor with an extended deadline.

Exhibit C
Opt-Out Summary

Creditor Name	Date Received	Ballot No.	Class	Opt-Out of Release
NOTABAG ⁽¹⁾	01/22/2025	234	4 - General Unsecured Claims	Yes
Oakbrook Shopping Center, LLC	01/17/2025	111	4 - General Unsecured Claims	Yes
PES PARTNERS LLC	01/21/2025	179	4 - General Unsecured Claims	Yes
PR/MRPI Eastgate C, LLC ⁽¹⁾	01/21/2025	217	4 - General Unsecured Claims	Yes
RPAI Vienna Tysons, L.L.C.	01/21/2025	171	4 - General Unsecured Claims	Yes
Saber Livingston LLC	01/16/2025	67	4 - General Unsecured Claims	Yes
Saber Livingston, LLC	01/16/2025	68	4 - General Unsecured Claims	Yes
Sapient Corporation	01/20/2025	136	4 - General Unsecured Claims	Yes
Short Pump Town Center, LLC	01/17/2025	113	4 - General Unsecured Claims	Yes
SPC Chapel Hill, Ltd.	01/21/2025	189	4 - General Unsecured Claims	Yes
STASHER INC.	01/16/2025	94	4 - General Unsecured Claims	Yes
STASHER INC.	01/16/2025	95	4 - General Unsecured Claims	Yes
Staten Island FS Anchor Parcel LLC	01/17/2025	114	4 - General Unsecured Claims	Yes
STEWO INTERNATIONAL AG	01/20/2025	138	4 - General Unsecured Claims	Yes
TEST RITE INTERNATIONAL CO, LTD/HOME ZONE	01/16/2025	72	4 - General Unsecured Claims	Yes
TEST RITE PRODUCTS CORP (Domestic warehouse)	01/14/2025	48	4 - General Unsecured Claims	Yes
Texas Attorney General	01/17/2025	107	4 - General Unsecured Claims	Yes
The Village at Gulfstream Park, LLC	01/21/2025	181	4 - General Unsecured Claims	Yes
Town Square Ventures, L.P.	01/21/2025	212	4 - General Unsecured Claims	Yes
Turbo Sales and Leasing	01/21/2025	167	4 - General Unsecured Claims	Yes
TXU Energy	01/21/2025	204	4 - General Unsecured Claims	Yes
TXU Energy Receivables Company LLC	01/21/2025	205	1 - Other Secured Claims	Yes
Westroads Mall, L.L.C.	01/17/2025	116	4 - General Unsecured Claims	Yes

Opt-Out Form Returned and Did Not Elect to Opt-Out

Creditor Name	Date Received	Ballot No.	Class	Opt-Out of Release
EnergyRx Consulting, LLC dba Neat Method	01/18/2025	123	4 - General Unsecured Claims	No
Johnson Equipment Co.	01/21/2025	192	4 - General Unsecured Claims	No
Name on File - 15709099	01/10/2025	34	4 - General Unsecured Claims	No
Name on File - 15709766	01/16/2025	70	4 - General Unsecured Claims	No
Name on File - 15709889	01/08/2025	17	4 - General Unsecured Claims	No
Name on File - 15710329	01/15/2025	60	4 - General Unsecured Claims	No
Name on File - 15711755	01/10/2025	37	4 - General Unsecured Claims	No
Name on File - 15712171	01/16/2025	73	4 - General Unsecured Claims	No
Name on File - 15714666	01/20/2025	158	4 - General Unsecured Claims	No
Name on File - 15715338	01/14/2025	49	4 - General Unsecured Claims	No
Name on File - 15719013	01/12/2025	35	4 - General Unsecured Claims	No
Name on File - 15719443	01/20/2025	144	4 - General Unsecured Claims	No
Name on File - 15720070 ⁽¹⁾	01/22/2025	224	4 - General Unsecured Claims	No
Name on File - 15720606	01/17/2025	137	4 - General Unsecured Claims	No
Name on File - 15721387	01/19/2025	127	4 - General Unsecured Claims	No
Name on File - 15722072	01/19/2025	130	4 - General Unsecured Claims	No
Name on File - 20009	01/04/2025	N/A	8 - Beneficial Holders of Existing Equity Interests	No
Name on File - 20010	01/05/2025	N/A	8 - Beneficial Holders of Existing Equity Interests	No
Name on File - 20011	01/07/2025	N/A	8 - Beneficial Holders of Existing Equity Interests	No
Name on File - 20012	01/09/2025	N/A	8 - Beneficial Holders of Existing Equity Interests	No
Name on File - 20013	01/20/2025	N/A	8 - Beneficial Holders of Existing Equity Interests	No
Name on File - 20014	01/20/2025	N/A	8 - Beneficial Holders of Existing Equity Interests	No
National Retail Properties, LP	01/16/2025	69	4 - General Unsecured Claims	No
SUNWARE B.V.	01/20/2025	133	4 - General Unsecured Claims	No

⁽¹⁾ Debtors provided creditor with an extended deadline.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

	x	
	:	
In re:	:	Chapter 11
	:	
THE CONTAINER STORE GROUP, INC., <i>et al.</i> ,	:	Case No. 24-90627 (ARP)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	x	

**DECLARATION OF CHAD E. COBEN IN SUPPORT OF
(I) APPROVAL OF THE DISCLOSURE STATEMENT AND
(II) CONFIRMATION OF THE FIRST AMENDED PREPACKAGED JOINT
PLAN OF REORGANIZATION OF THE CONTAINER STORE GROUP, INC. AND
ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

I, Chad E. Coben, hereby declare under penalty of perjury as follows:

1. I am the Chief Restructuring Officer of Debtor The Container Store Group, Inc., and the other above-captioned debtors and debtors in possession (collectively, the “*Debtors*” and, together with their non-debtor affiliates, the “*Company*” or “*The Container Store*”). I am also a Senior Managing Director in the Corporate Finance and Restructuring segment of FTI Consulting, Inc. (“*FTI*”), a leading restructuring advisory services firm.

2. I submit this declaration (this “*Declaration*”) in support of confirmation of the *First Amended Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, filed contemporaneously herewith (as amended, modified, or supplemented, the “*Plan*”) and the *Debtors’ Memorandum of Law in Support of (I) Approval of the Disclosure Statement and (II) Confirmation of the First Amended*

¹ The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, Texas 75019.

Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code, filed contemporaneously herewith (the “**Confirmation Brief**”).²

3. I am authorized to submit this Declaration on behalf of the Debtors. In my capacity as Chief Restructuring Officer of the Debtors,³ I am responsible for overseeing the restructuring activities and operations of the Debtors, including reporting to and assisting the Restructuring Committee of the Board of Directors of The Container Store Group, Inc. (the “**Board**”) in making and implementing decisions in connection with the Chapter 11 Cases.

4. As a result of my experience with the Debtors, I am generally familiar with the Debtors’ businesses, operations, financial matters, operating results, business plans, actual and projected cash flows, underlying books and records, restructuring process, and creditor negotiations. Except as otherwise indicated, all statements set forth in this Declaration are based on my personal knowledge, my discussions with other members of the Debtors’ management team, employees, and advisors, my review of relevant documents, and/or my opinion based on my experience, knowledge, and information concerning the Debtors’ operations and financial condition. Any references to the Bankruptcy Code (as defined below), the chapter 11 process, and related legal matters herein reflect my understanding of such matters based on the explanations provided by the Debtors’ counsel. If called to testify, I would testify competently to the facts set forth in this Declaration.

² Defined terms used but not defined herein have the meanings given to them in the Plan.

³ The Debtors filed the *Application of Debtors for Entry of an Order (I) Authorizing the Debtors to (A) Employ and Retain FTI Consulting, Inc. as Financial Advisor, (B) Designate Chad E. Coben to Serve as Chief Restructuring Officer, and (C) Provide Additional Personnel for the Debtors Effective as of the Petition Date; and (II) Granting Related Relief* [Docket No. 109] on January 3, 2025 and approval is pending as of the date hereof.

Background and Qualifications

5. I have worked in the corporate finance and restructuring field for over 30 years and have been at FTI for over 11 years. Over the course of my career, I have served as an advisor or interim executive in the transformation, turnaround, and restructuring of dozens of public and private equity-backed companies, including CEC Entertainment, Monitronics, Sundance Energy, GTT Communications, Borden Dairy Company, 48 Forty Solutions, Bowery Farms, Wine.com, Interface Security, and many others. Additionally, I have held executive officer roles including Chief Restructuring Officer of MediaLab AI, a digital publisher and technology company; Chief Restructuring Officer of CPXi, a leading ad tech and digital media company; Chief Restructuring Officer of LodgeNet Interactive, the leading provider of entertainment and connectivity services to hospitality and healthcare businesses; and Chief Financial Officer of Blue Nile, the largest online retailer of diamonds and fine jewelry, among others.

6. I began my career at Bank of America, where I spent six years in the Media and Communications Finance Group originating, structuring, and underwriting credit products. I joined FTI in early 2009 after FTI's acquisition of CXO, L.L.C., a boutique turnaround and advisory services firm. Prior to that, I spent over six years as a part of a core management team involved in the consolidations, financings, and operations of businesses related to telecommunications, media, and technology. These businesses included Marcus Cable, AMFM, Inc. and Novo Networks. I hold a Bachelor of Science in Economics from the University of Texas at Austin and a Master of Business Administration from the Cox School of Business at Southern Methodist University. I am also a former board member of the Turnaround Management Association, affiliated with the American Bankruptcy Institute, and have been certified as a Certified Turnaround Professional by the Turnaround Management Association.

FTI's Qualifications and Role for the Debtors

7. FTI's expertise includes liquidity and capital structure assessment, debt and equity restructuring advice, and identification of reorganization alternatives. FTI's clients include many of the world's largest public companies and majorities of the twenty-five largest banks and one-hundred largest law firms in the world. FTI has significant experience assisting distressed companies with day-to-day management activities, including development of pro forma financial statements and business plans, cash flow management, and implementation of liquidity-enhancing and cost-saving strategies. Examples of company representative engagements include *In re Voyager Aviation Holdings, LLC* et al., Case No. 23-11177 (JPM) (Bankr. S.D.N.Y. Sep. 19, 2023) (Docket No. 234); *In re Western Global Airlines, Inc.*, et al., Case No. 23-11093 (KBO) (Bankr. D. Del. Sep. 6, 2023) (Docket No. 191); *In re Pacificco Inc.*, et al., Case No. 23-10470 (PB) (Bankr. S.D.N.Y. May 8, 2023) (Docket No. 168); *In re Serta Simmons Bedding, LLC*, et al., Case No. 23-90020 (DRJ) (Bankr. S.D. Tex. Mar. 6, 2023) (Docket No. 421); *In re Altera Infrastructure L.P.*, et al., Case No. 22-90130 (MI) (Bankr. S.D. Tex. Oct. 6, 2022) (Docket No. 325); *In re TPC Group Inc.*, et al., Case No. 22-10493 (CTG) (Bankr. D. Del. Jul. 22, 2022) (Docket No. 487); *In re CEC Entertainment, Inc.*, et al., Case No. 20-33163 (MI) (Bankr. S.D. Tex. Aug. 14, 2020) (Docket. No. 581); *In re GNC Holdings, Inc.*, et al., Case No. 20-11662 (KBO) (Bankr. D. Del. July 20, 2020) (Docket No. 469); *In re Frontier Communications Corporation*, et al., Case No. 20-22476 (RDD) (Bankr. S.D.N.Y. May 26, 2020) (Docket No. 379); *In re EP Energy Corporation*, et al., Case No. 19-35654 (MI) (Bankr. S.D. Tex. Nov. 6, 2019) (Docket No. 316); *In re Halcon Resources Corporation*, et al., Case No. 19-34446 (DRJ) (Bankr. S.D. Tex. Sept. 24, 2019) (Docket No. 317); *In re Claire's Stores, Inc.*, et al., Case No. 18-10584(MFW) (Bankr. D. Del. Apr. 17, 2018) (Docket No. 290); *In re Monitronics International, Inc.*, Case No. 19-33650 (DRJ) (S.D. Tex. Aug. 5, 2019) (Docket No. 182); *In re Chassix Holdings, Inc.*, et al., Case No.

15-10578 (MEW) (Bankr. S.D.N.Y. Apr. 20, 2015) (Docket No. 295); and *In re Delphi Corporation*, et al., Case No. 05-44481 (RDD) (Bankr. S.D.N.Y. Dec. 1, 2005) (Docket No. 1372).

8. Beginning in May 2024, FTI has served as consultant and restructuring advisor to The Container Store. Since its retention, FTI has assisted The Container Store with long-term business plan development, liquidity analyses, general financial planning and analysis, the Strategic Alternatives Review (as defined in the First Day Declaration), and financial restructuring (starting in September 2024). Prior to the Petition Date, I was appointed as the Chief Restructuring Officer in connection with the filing of the above-captioned chapter 11 cases (the “*Chapter 11 Cases*”).

9. FTI was engaged on a prepetition basis to assist the Debtors in various activities including, but not limited to, cash forecasting and managing liquidity. Additionally, FTI’s prepetition efforts included, among others, (a) assistance in evaluation of the Company’s business plan and preparation of a revised operating plan and cash flow forecast; (b) assistance in evaluation of restructuring alternatives; (c) assistance in development and management of a 13-week cash flow forecast; (d) assistance with financial planning and analysis and operational support; (e) assistance in financing issues including preparation of reports and liaison with creditors and their advisors; (f) assistance in preparation of the Plan and the *Disclosure Statement for Prepackaged Joint Chapter 11 Plan of Reorganization of The Container Store Group, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 18] (as may be amended, supplemented, or otherwise modified, the “*Disclosure Statement*”); and (g) assistance in planning for the Chapter 11 Cases and related contingency planning.

10. Following the filing of the Chapter 11 Cases, among other responsibilities, FTI, under my supervision, has assisted with: (a) the Company’s transition into chapter 11; (b) the

Debtors' short-term cash forecasting and overall cash management; (c) financial planning and analysis and other operational support; (d) providing evidentiary support for the relief sought by the Debtors at the first day hearing; (e) fulfilling various bankruptcy reporting requirements; (f) preparing for the confirmation hearing; (g) satisfying various reporting requirements under the DIP Facility; and (h) other support to assist with the efficient progression and completion of the Chapter 11 Cases.

11. In connection with the preparation of the Plan and Disclosure Statement, FTI, under my supervision, (a) assisted with formulating the Debtors' financial projections attached as Exhibit C to the Disclosure Statement (the "*Financial Projections*") and (b) assisted the Debtors in the preparation of the hypothetical liquidation analysis (the "*Liquidation Analysis*") attached to the Disclosure Statement as Exhibit D.

The Disclosure Statement Satisfies the Requirements of the Bankruptcy Code

12. I believe the Disclosure Statement is extensive and comprehensive. It contains descriptions of, among other things: (a) the Plan, (b) an overview of the Debtors' businesses, (c) key events leading to the commencement of the Chapter 11 Cases, (d) anticipated events during the Chapter 11 Cases, (e) financial information and financial projections that would be relevant to creditors' determinations of whether to accept or reject the Plan, (f) a liquidation analysis setting forth the estimated return that Holders of Claims and Interests would receive in a hypothetical chapter 7 liquidation, (g) a valuation analysis, (h) risk factors affecting the Plan, and (i) federal tax law consequences of the Plan.

The Plan Complies With the Applicable Provisions of the Bankruptcy Code

13. As set forth below, based on my understanding of the Plan and relevant provisions of the Bankruptcy Code, as explained to me by counsel, I believe that the Plan satisfies the

applicable requirements for confirmation under the Bankruptcy Code and therefore should be confirmed.

I. Section 1129(a)(1): The Plan Complies with All Applicable Provisions of the Bankruptcy Code

14. I understand that, under Section 1129(a)(1) of the Bankruptcy Code, a plan must comply with all applicable provisions of the Bankruptcy Code. As described below, the Plan fully complies with the requirements of Sections 1122 and 1123 and all other applicable provisions of the Bankruptcy Code as such provisions have been explained to me.

II. Section 1122: The Plan Satisfies the Confirmation Requirements

15. I understand that, under Section 1122 of the Bankruptcy Code, “a plan may place a claim or an interest in a particular class only if such claim or interest is substantially similar to the other claims or interests of such class.”

16. I believe that the Plan satisfies this requirement because there are valid business, legal, and factual reasons that justify the separate classification of the particular Claims and Interests into the Classes created under the Plan. I believe that each of the Claims and Interests in each particular Class is substantially similar to the other Claims and Interests in such Class. In general, the Plan’s classification scheme follows the Debtors’ capital structure—secured debt, unsecured debt, and equity are classified separately.

III. Section 1123(a)(1)–(3): Specification of Classes, Impairment, and Treatment

17. I understand that Sections 1123(a)(1)–(3) of the Bankruptcy Code require a plan to designate classes of claims and interests, specify which of those classes are unimpaired, and specify how the impaired classes are being treated.

18. I believe the Plan satisfies these requirements because Article III of the Plan specifies in detail the classification of Claims and Interests, whether such Claims and Interests are

Impaired or Unimpaired, and the treatment that each Class of Claims and Interests will receive under the Plan.

IV. Section 1123(a)(4): Equal Treatment within Each Class of Claims or Interests

19. I understand that Section 1123(a)(4) of the Bankruptcy Code requires a plan to provide the same treatment for each claim or interest in a particular class.

20. I believe the Plan satisfies this requirement because Holders of Allowed Claims or Interests in each Class will receive the same rights and treatment as other Holders of Allowed Claims or Interests within such Holders' respective Classes.

V. Section 1123(a)(5): Adequate Means for Implementation of the Plan

21. I understand that Section 1123(a)(5) of the Bankruptcy Code requires a plan to provide "adequate means for the plan's implementation."

22. I believe that the Plan satisfies this requirement because Article IV of the Plan sets forth the means for implementation of the Plan including, without limitation: (a) the continued corporate existence of the Debtors and the vesting of assets in the Reorganized Debtors under Articles IV.C and IV.D of the Plan, respectively; (b) the adoption of the New Organizational Documents that will govern the Reorganized Debtors and the appointment of the initial board of managers of the Reorganized Debtors, as provided in Articles IV.J and IV.M of the Plan, respectively, and as set forth in the Plan Supplement; (c) the issuance of New Equity Interests for distribution in accordance with the terms of the Plan, as detailed in Article IV.H of the Plan; (d) the entry by the Reorganized Debtors into the Exit Facilities Documents, as detailed in Article IV.G of the Plan; (e) the cancellation of obligations of the Debtors under the Prepetition Term Loan Documents (to the extent not already cancelled and extinguished), the Prepetition ABL Facility Documents (to the extent not already cancelled and extinguished), the DIP Facilities Documents, and any other Certificate, share, note, bond, indenture, purchase right, option, warrant or other

instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Equity Interest, in each case, to the extent provided in the Plan, as detailed in Article IV.E of the Plan; (g) the release and discharge of all Liens, except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document created pursuant to the Plan (including, for the avoidance of doubt, the Exit Facility Documents), on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of an Other Secured Claim, satisfaction in full of the portion of the Other Secured Claim that is Allowed as of the Effective Date, as detailed in Article IV.K of the Plan; (h) the preservation of certain Causes of Action by the Reorganized Debtors pursuant to Article IV.N of the Plan; (i) the various discharges, releases, injunctions, indemnifications and exculpations provided in Article IX of the Plan; (j) the process for implementation of the Management Incentive Plan and continuation of certain employee benefits, as described in Article V of the Plan; and (k) the assumption or rejection of Executory Contracts and Unexpired Leases to which any Debtor is a party, as detailed in Article V of the Plan. The precise terms governing the execution of these transactions are set forth in the applicable Definitive Documents or forms of agreements attached to (or otherwise filed in connection with) the *Notice of Filing of Plan Supplement to the Prepackaged Joint Plan of Reorganization for The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 132] (as may be further amended, modified, or supplemented from time to time, the “***Plan Supplement***”).

VI. Section 1123(a)(6): Issuance of Non-Voting Securities

23. I understand that Section 1123(a)(6) of the Bankruptcy Code (a) prohibits the issuance of non-voting equity securities and requires amendment of a debtor’s charter to so provide

and (b) requires that a corporate charter provide an appropriate distribution of voting power among the classes of securities possessing voting power.

24. I believe that the Plan satisfies this requirement because the Plan does not provide for the issuance of non-voting equity securities and the forms of governance documents (including draft amendments thereto) for each Reorganized Debtor, which were filed with the Plan Supplement, prohibit (or are deemed to prohibit through operation of the Plan) the issuance of non-voting equity securities to the extent required by Section 1123(a)(6) of the Bankruptcy Code.

VII. Section 1123(a)(7): Provisions Regarding Directors and Officers

25. I understand that Section 1123(a)(7) of the Bankruptcy Code requires a plan to “contain only provisions that are consistent with the interests of creditors and equity security holders and with public policy with respect to the manner of selection of any officer, director, or trustee under the plan and any successor to such officer, director, or trustee.”

26. I believe the Plan satisfies this requirement. I believe that the Plan is consistent with the interests of all creditors and equity security holders and with public policy with respect to the manner of selection of the board of managers of Reorganized Parent. As contemplated by the Transaction Support Agreement and the Governance Term Sheet, Reorganized Parent’s go-forward board will be designated by the Required Consenting Lenders, who will hold, collectively, the vast majority of the equity in Reorganized Parent. In the Plan Supplement, the Debtors disclosed the known proposed members of Reorganized Parent’s board of managers and their affiliations as well as the parties entitled to appoint the remaining board members. I understand, based on conversations with counsel, that the manner of selecting the Reorganized Board is consistent with applicable corporate law, the Bankruptcy Code, the interests of creditors and equity security holders, and public policy.

VIII. The Assumption or Rejection of Executory Contracts and Unexpired Leases Under the Plan Is Appropriate Pursuant to Section 365 and Section 1123(b)(2) of the Bankruptcy Code.

27. I understand that, pursuant to Section 1123(b)(2) of the Bankruptcy Code, a plan may provide for the assumption, rejection or assignment of any executory contract or unexpired lease not previously rejected. Section 365(a) provides that a debtor, “subject to the court’s approval, may assume or reject any executory contract or unexpired lease.”⁴

28. I believe that the assumption or rejection by the Debtors of their Executory Contracts and Unexpired Leases in accordance with and subject to the terms and conditions of the Plan is both beneficial and necessary to the Debtors’ and the Reorganized Debtors’ business operations upon and subsequent to emergence from chapter 11. The assumption or rejection of each of the Executory Contracts and Unexpired Leases proposed to be assumed or rejected pursuant to Section 365 of the Bankruptcy Code and the Plan is a sound exercise of the Debtors’ business judgment and is in the best interest of the Debtors, their Estates and their creditors. It is my understanding that based upon, among other things, the Reorganized Debtors’ anticipated financial wherewithal after the Effective Date, each Reorganized Debtor that is assuming an Executory Contract or Unexpired Lease pursuant to the Plan will be fully capable of performing under the terms and conditions of the respective contract or lease to be assumed on and after the Effective Date.

29. I further believe that the assumption by the Debtors of (a) the Indemnification Obligations pursuant to Article V.H of the Plan and (b) all the D&O Insurance Policies pursuant to Article V.F of the Plan, is of fundamental importance to the Debtors’ reorganization process, represents a sound exercise of the Debtors’ business judgment, and is in the best interest of the

⁴ 11 U.S.C. § 365(a).

Debtors and their Estates. Furthermore, I believe the Debtors' assumption of the Transaction Support Agreement, including the Consent Premium, is integral to the Debtors' ability to effectuate the Restructuring Transactions contemplated by the Plan and to maximize value for all stakeholders.

IX. Section 1129(a)(2): The Debtors Have Complied with the Applicable Provisions of the Bankruptcy Code

30. I believe that the Plan satisfies Section 1129(a)(2) of the Bankruptcy Code, which requires the plan proponent to comply with the applicable provisions of the Bankruptcy Code. I understand that Section 1129(a)(2) of the Bankruptcy Code encompasses the disclosure and solicitation requirements set forth in Section 1125 of the Bankruptcy Code and the plan acceptance requirements set forth in Section 1126 of the Bankruptcy Code.

31. The Debtors and their professionals acted in good faith in all respects in connection with the solicitation and tabulation of votes on the Plan in accordance with the customary solicitation procedures for prepackaged chapter 11 plans of reorganization established in this District and approved by this Court. I understand that the Debtors, through the Notice and Claims Agent, complied with the content and delivery requirements of Sections 1125(a) and (b) of the Bankruptcy Code by mailing copies of the Disclosure Statement and Plan to all voting creditors and by posting the Disclosure Statement and Plan on the bankruptcy case website maintained by the Notice and Claims Agent. Prior to solicitation, the Disclosure Statement and Plan were subject to review and comment by the Consenting Stakeholders and the Prepetition ABL Lenders and their respective advisors. To the best of my knowledge, no economic stakeholder has asked for additional information or disputed that the Disclosure Statement contains information sufficient for Holders of Claims in the Voting Class to be able to cast an informed vote on the Plan. I believe that the Debtors also satisfied Section 1125(c) of the Bankruptcy Code, which I have been

informed provides that the same disclosure statement must be transmitted to each holder of a claim or interest in a particular class. With respect to modifications to the Plan, it is my understanding that any such changes will be permissible modifications to the Plan that will either improve or do not reflect material differences to recoveries of each affected Class—*i.e.*, no Holder is “likely” to reconsider its acceptance.

X. Section 1129(a)(3): The Debtors Have Proposed the Plan in Good Faith and Not by Any Means Forbidden by Law

32. I understand that Section 1129(a)(3) of the Bankruptcy Code requires a plan to be “proposed in good faith and not by any means forbidden by law.” Here, the Debtors have proposed the Plan in good faith and not by any means forbidden by law.

33. The current Plan is the culmination of the fair, inclusive, and exhaustive process as set forth in more detail in the *Declaration of Chad E. Coben, Chief Restructuring Officer, in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 6] (the “**First Day Declaration**”). As described therein, the Plan will inure to the benefit of all stakeholders and position the Debtors for long-term success. Further, General Unsecured Claims, including all obligations owed to over 3,800 employees and the Debtors’ many vendors, landlords, and suppliers, are Unimpaired under the Plan, which will serve to minimize disruption to the Debtors’ business and is expected to improve the Debtors’ likelihood of success following emergence.

34. The Plan was developed, negotiated, solicited, and is presented to the Court in the utmost good faith and the terms of the Plan achieve an outcome that is fundamentally fair to all stakeholders. The overwhelming support of creditors for the Plan further evidences the Debtors’ good faith in proposing the Plan.

XI. Section 1129(a)(4): The Plan Provides for the Payment of Certain Administrative Costs and Expenses

35. I understand that Section 1129(a)(4) of the Bankruptcy Code requires that certain fees and expenses paid by the plan proponent, by a debtor, or by a person receiving distributions of property under the plan be approved by the Court as reasonable or remain subject to approval by the Court as reasonable.

36. I believe the Plan satisfies this requirement because Article II.A of the Plan provides that (a) Professional Fee Claims and corresponding payments are subject to prior Court approval and the reasonableness requirements under Sections 328 or 330 of the Bankruptcy Code and (b) professionals must file all final requests for payment of Professional Fee Claims no later than thirty (30) days after the Effective Date (and then are subject to a customary notice and objection period), thereby providing an adequate period of time for interested parties to support and/or review such Professional Fee Claims.

37. The Plan, in accordance with the Transaction Support Agreement, the DIP Facilities Documents, the Prepetition Term Loan Documents, the DIP & Exit ABL Commitment Letter, the DIP/Cash Collateral Orders, and the other Definitive Documents, also provides for the payment of Restructuring Fees and Expenses to the various professionals engaged by the Consenting Stakeholders and other supporting parties. I believe that payment of such Restructuring Fees and Expenses is (a) an integral part of the Plan and such other Definitive Documents; (b) was negotiated in good faith and at arm's length by the relevant parties in connection therewith; and (c) is a reasonable exercise of the Debtors' business judgment as it compensates such parties for their support and facilitation of the Transaction Support Agreement, DIP Facilities Documents, the DIP & Exit ABL Commitment Letter, and the other Definitive Documents. Such parties have provided a substantial contribution (to the extent required) to the Chapter 11 Cases by supporting and facilitating the Plan and related transactions.

XII. Section 1129(a)(5): The Debtors Have Disclosed Necessary Information Regarding Directors and Officers of the Debtors

38. I understand that Section 1129(a)(5) of the Bankruptcy Code requires that (a) the plan proponent disclose the identity and affiliations of the proposed officers and directors of the reorganized debtor; (b) the appointment or continuance of such officers and directors be consistent with the interests of creditors and equity security holders and with public policy; and (c) there be disclosure of the identity and compensation of any insiders to be retained or employed by the reorganized debtor.

39. The Reorganized Board will initially consist of five (5) managers, including the Chief Executive Officer of the Reorganized Debtors and the other managers, in each case, selected in accordance with the terms of the Governance Term Sheet filed as part of the Plan Supplement on January 14, 2025. The Debtors will further disclose the identity and affiliations of any other Person(s) proposed to serve on the Reorganized Board as soon as such Persons are known. On the Effective Date, existing officers of the Debtors shall remain in their current capacities as officers of the Reorganized Debtors, subject to their right to resign and the ordinary rights and powers of the Reorganized Board to remove or replace them in accordance with the New Organizational Documents and any applicable employment agreements that are assumed pursuant to the Plan. Additionally, I understand that each such director, manager, managing member, and/or officer will serve from and after the Effective Date pursuant to applicable law and the terms of the New Organizational Documents.

XIII. Section 1129(a)(6): Inapplicable

40. I understand that Section 1129(a)(6) of the Bankruptcy Code permits confirmation only if any regulatory commission that has or will have jurisdiction over a debtor after confirmation has approved any rate change (e.g., the price of utility services) provided for in the

plan. I believe this requirement is inapplicable here because the Debtors are not subject to any governmental regulatory commission with jurisdiction, after confirmation of the Plan, over the rates of the Debtors.

XIV. Section 1129(b): The Plan Satisfies the “Cramdown” Requirements

41. I understand that under Section 1129(b) of the Bankruptcy Code, the Court may “cram down” a plan over rejection by impaired classes of claims or equity interests as long as the plan does not “discriminate unfairly” and is “fair and equitable” with respect to such classes.

42. Claims and Interests in Class 5 (Subordinated Claims) and Class 8 (Existing Equity Interests) are Impaired under the Plan, and the Holders of such Claims and Interests have been deemed to reject the Plan. Additionally, Claims and Interests in Class 6 (Intercompany Claims) and Class 7 (Intercompany Interests) may be Impaired, and the Holders of such Claims and Interests may be deemed to reject the Plan. I believe that the Plan does not discriminate unfairly and is fair and equitable with respect to all non-accepting Impaired Classes. Moreover, the Voting Class unanimously voted in favor of the Plan, meaning the unfair discrimination and fair and equitable analysis is inapplicable to such Class (though the Plan nonetheless would satisfy those requirements as to the Voting Class if they were applicable).

43. I understand that between two classes of claims or two classes of interests, there is no unfair discrimination if (a) the claims or interests in each such class are dissimilar from those in the other class; or (b) taking into account the particular facts and circumstances of the case, there is a reasonable basis for disparate treatment of otherwise similar claims or interests.

44. Here, there is not unfair discrimination under the Plan because all similarly situated Claims and Interests will receive substantially similar treatment, there is a reasonable basis for those Interests that are Impaired and deemed to reject being classified separately from other Claims

and Interests that remain Unimpaired, and the Plan's classification scheme rests on a legally acceptable rationale.

45. The Claims and Interests in deemed rejecting Classes are not similarly situated to any other Classes, given their distinctly different legal character from all other Claims and Interests. For example, the Plan does not discriminate unfairly against Class 5 (Subordinated Claims) or Class 8 (Existing Equity Interests) because there is no other Class of Claims or Interests similarly situated to the Claims or Interests in Classes 5 or 8, respectively. Similarly, Claims in Class 6 (Intercompany Claims) and Class 7 (Intercompany Interests) are entirely unique from any other Class of Claims and Interests and, are therefore, appropriately in their own Class. The Debtors separately classified (a) Intercompany Interests from other Interests and (b) Intercompany Claims from other Claims to preserve the option to (x) Reinstate or (y) set off, settle, distribute, contribute, merge, cancel, or release such Interests and Claims, respectively. Such treatment allows the Debtors greater flexibility to determine whether it is more efficient to maintain their organizational structure and certain entity relationships when they are implementing the Restructuring Transactions rather than prior thereto. Significantly, the optionality does not affect any stakeholders' recovery under the Plan and is intended only for administrative convenience in the restructuring process. Finally, with respect to Class 5 (Subordinated Claims), the Debtors formed Class 5 to include Holders of Claims that may be subordinated pursuant to Sections 509(c), 510(b), or 510(c) of the Bankruptcy Code.

46. I believe the Plan is fair and equitable because, with respect to the Classes that are deemed to reject the Plan (*i.e.*, Classes 5 and 8, and potentially Classes 6 and 7), no Claim or Interest in a Class junior to such Classes will receive a recovery under the Plan on account of such Claim or Interest.

XV. Section 1129(d): The Purpose of the Plan Is Not the Avoidance of Taxes or the Avoidance of Securities Laws

47. I understand that Section 1129(d) of the Bankruptcy Code “prohibits the bankruptcy court, on request from a governmental unit, from confirming a plan if the principal purpose of the plan is the avoidance of taxes or the avoidance of the application of Section 5 of the Securities Act of 1933.”

48. I believe the Plan complies with this requirement because the principal purpose of the Plan is not to avoid taxes or Section 5 of the Securities Act. Rather, the Debtors filed the Plan to accomplish their objective of efficiently effectuating a financial restructuring that positions both the Debtors and the Non-Debtor Affiliates for future stability and success while limiting the operational impact of such restructuring on the Company’s business.

The Releases, Exculpation, And Injunction Provisions In The Plan Are Appropriate

49. Article IX of the Plan sets forth certain release, exculpation, and injunction provisions, as permitted by Section 1129(b) of the Bankruptcy Code, including (a) a “debtor release” pursuant to Article IX.B of the Plan (the “***Debtor Release***”); (b) a “third-party release” by certain Holders of Claims and Interests pursuant to Article IX.C of the Plan (the “***Third-Party Release***”); (c) an “exculpation” of certain parties from liability pursuant to Article IX.D of the Plan (the “***Exculpation***”); and (d) an “injunction” implementing the provisions of Article IX of the Plan pursuant to Article IX.E of the Plan (the “***Injunction Provision***”). Based on my knowledge of the Debtors’ restructuring efforts and information provided to me by the Debtors and their counsel, I believe that the Debtor Release, the Third-Party Release, the Exculpation, and the Injunction Provision in the Plan are the product of good-faith, arm’s-length negotiations by sophisticated entities that were represented by able counsel and financial advisors, were a material inducement for parties to support the comprehensive restructuring embodied in the Plan, are

supported by the Debtors and key constituents, are integral to the Debtors' reorganization, are consistent with the scope of releases, exculpations, and injunctions approved by this Court in other complex chapter 11 cases, are appropriate based on the facts and circumstances of the Chapter 11 Cases and the Plan, and should be approved.

I. The Debtor Release Should Be Approved

50. I believe the Debtor Release is both fair and equitable and in the best interest of the Estates. It is my understanding the Debtor Release set forth in Article IX.B of the Plan constitutes an essential and critical provision of the Plan and formed an integral part of the agreement among all parties in interest embodied in the Plan, as demonstrated by, among other things, the terms of the Transaction Support Agreement, the DIP Facilities Documents, the DIP & Exit ABL Commitment Letter, and the other Definitive Documents. Most importantly, I am unaware of any Claims being released that might reasonably be expected to yield value for the Debtors' Estates.

51. It is my view that the Debtor Release appropriately offers protection to parties that directly or constructively participated in the Debtors' restructuring efforts. The Plan, including the Debtor Release, was negotiated by sophisticated entities that were represented by able counsel and financial advisors. The Released Parties include the Consenting Stakeholders, each Prepetition Agent; each DIP Agent; each DIP Term Lender; the DIP ABL Lender; each Exit Facility Agent; each lender under the Exit Facilities; other supporting parties; and the Company's directors and officers. In addition, many of the parties receiving the Debtor Release, including a number of officers, directors, and Estate professionals, have served the Debtors during the Chapter 11 Cases and have worked tirelessly to maximize value for the benefit of all stakeholders. Certain of the Released Parties, including the Debtors' directors and officers, also have indemnification rights arising under the Debtors' existing corporate governance documents, and the Reorganized

Debtors will be assuming all associated liabilities, which I believe further reinforces the importance of the Debtor Release.

52. This view is informed by the results of the investigation conducted by Hunton Andrews Kurth, LLP (“*Hunton*”).⁵ Specifically, in light of the Debtors’ recognition that such a release would likely be a component of the Restructuring Transactions being contemplated during the negotiation of the Transaction Support Agreement, on December 4, 2024, the Board constituted a two-member independent special sub-committee of the Restructuring Committee (the “*Investigation Subcommittee*”).⁶ The Investigation Subcommittee directed and oversaw Hunton’s efforts leading an investigation into (a) potential claims or causes of action belonging to the Debtors against those of the Released Parties that were viewed as the most likely targets of potentially viable and/or valuable claims (the “*Identified Potential Targets*”) and (b) prepetition transactions entered into by the Debtors that may give rise to potential claims or causes of action against the Identified Potential Targets.

53. I participated in the investigation as follows: Hunton interviewed me, after which Hunton also provided me with an overview of the other interviews conducted of executive officers of the Debtors and members of the Board. Hunton and the Investigation Subcommittee apprised me of developments and progress of the investigation and addressed all of my questions during and regarding the investigation. FTI, under my supervision, provided Hunton with requested documents and access to data rooms. I participated in meetings of the Investigation Subcommittee and Hunton to discuss the findings of the investigation, and I reviewed Hunton’s investigation findings which Hunton presented to the Investigation Subcommittee and the Board.

⁵ In connection with the Company’s contingency planning efforts, the Company engaged Hunton AK as co-counsel on November 26, 2024.

⁶ The Investigation Subcommittee members are Karen Stuckey and Charles Tyson.

54. Based on my participation in the meeting of the Investigation Subcommittee held on January 15, 2025, I understand that the Investigation Subcommittee determined, based in part on its own review of the factual record as well as the findings and recommendations of Hunton, that (i) the pursuit of claims against the Identified Potential Targets, is unlikely to yield value for the Debtors' Estates even if such claims may be viable; and (ii) the benefits of pursuing such claims are outweighed by the benefits afforded by the Plan. On January 17, 2025, the Investigation Subcommittee conveyed Hunton's findings to the Board and explained that, based upon its investigation, the Debtor Release contemplated by the Plan was reasonable and should be approved by the Board as an essential and critical provision of the Plan.

55. This conclusion was informed by: (i) Hunton's review and analysis of the Debtors' public filings and documents and non-public information made available to Hunton by FTI and the Debtors; (ii) interviews conducted by Hunton of executive officers and members of the Debtors' Board; and (iii) research and analysis conducted by Hunton of factual and legal issues (identified by Hunton through document review and interviews) that had the potential to bear on any potential claims arguably held by the Debtors and their Estates against the Identified Potential Targets.

II. The Third-Party Release Should Be Approved

56. Article IX.C of the Plan provides for a customary, consensual third-party release with respect to specified types of Claims or Causes of Action, which is integral to the Plan and given in exchange for consideration. The Third-Party Release is a core consideration among the parties to the Transaction Support Agreement, instrumental in the development of the Plan, and crucial in facilitating and gaining support for the Plan and the Chapter 11 Cases by the Released Parties, including the concessions resulting in substantial de-leveraging of the Debtors' business. It is my reasoned assessment that the beneficiaries of the Third-Party Release made valuable and

significant contributions to the proposed reorganization of the Debtors, including as described above with respect to the Debtor Release. Such contributions include, among other things, (a) compromising Claims and accepting impaired recoveries, (b) participating in raising new money debt (and providing backstop commitments with respect to those investments), (c) permitting the use of encumbered assets and cash collateral during the Chapter 11 Cases, (d) negotiating and supporting the Plan, and (e) in the case of the Debtors' directors, officers, and employees, their immense efforts on behalf of the Debtors both prior to and throughout the Chapter 11 Cases. Further, the Third-Party Release is narrowly tailored to reflect the arm's-length, good-faith negotiations that resulted in the Plan, confirmation of which is in the best interest of the Debtors and their Estates. Finally, the Releasing Parties were provided with notice of the Third-Party Release, the terms thereof, and the opportunity to opt out.

III. The Exculpation Provision Should Be Approved

57. The Exculpation in Article IX.D of the Plan exculpates each of the Debtors for any liability that may arise out of or relate to, among other things, any postpetition act taken or omitted to be taken in connection with the restructuring of the Debtors, the approval of the Disclosure Statement, or confirmation or consummation of the Plan.

58. I support the Exculpation provision because the Debtors played an integral role in the formulation, negotiation, prosecution, and implementation of the Plan, and such contributions represent good and valuable consideration to each of the Debtors, the Estates, and the Debtors' creditors. Their conduct and decision making in connection with those efforts is deserving of protection from second-guessing. The Exculpation is thus critical to the Plan and should be approved. Further, the Exculpation is narrowly tailored to the Debtors, excludes acts of willful misconduct, actual fraud, and gross negligence, and relates only to acts or omissions in connection with or arising out of the administration of the Chapter 11 Cases.

59. Further, the Debtors are not aware of any Claims against the Debtors that would be subject to the Exculpation under the Plan.

IV. The Injunction Provision Should Be Approved

60. Article IX.E of the Plan implements the Plan's discharge, release, and exculpation provisions, in part, by permanently enjoining all Persons from commencing or maintaining any action against the Debtors or the Reorganized Debtors on account of or in connection with or with respect to any Claims or Interests discharged, released, exculpated, or settled under the Plan. Thus, the Injunction Provision is a key provision of the Plan.

61. The Plan also provides for a "gatekeeping" provision to implement the Plan's exculpation and release provisions. Specifically, Article IX.E of the Plan provides that, for any Person or Entity to commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of Claims or Causes of Action subject to the Debtor Release, the Third-Party Release, or Exculpation, the Court must (a) first determine, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim of any kind and (b) specifically authorize a Person or Entity to bring such Claim or Cause of Action Covered Claim against any of the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties (the "***Gatekeeping Provision***"). It is my understanding that the Gatekeeping Provision is limited to parties that have performed valuable services in connection with the Debtors' restructuring, including negotiating and supporting the Transaction Support Agreement, the Plan, the DIP Facilities, and the Exit Facilities, among other aspects of the Restructuring Transactions.

62. Based on my involvement with the Debtors' restructuring efforts and related negotiations, I believe the Debtors and the parties to the Transaction Support Agreement would

not have agreed to the Plan without the inclusion of the Injunction Provision and the Gatekeeping Provision, because they are integral components of the Plan and, in the case of the Injunction Provision, preserve and enforce the release, discharge, and exculpation provisions in the Plan—the inclusion of which were a condition to entering into the Transaction Support Agreement. I, therefore, believe that the Injunction Provision should be approved.

The Financial Projections

63. The Financial Projections reflect the consolidated projections of The Container Store Group, Inc. and all of its direct and indirect Debtor and non-Debtor subsidiaries (collectively, the “*Company*”), consistent with the Company’s regular financial reporting practices, and cover the fiscal years ending March 2025 through March 2029 (the “*Projection Period*”). The Financial Projections reflect management’s view of the business going forward taking into consideration the following factors: (a) current and projected market conditions in which the Debtors operate; (b) no material changes to existing operations as a result of the Plan; (c) the Debtors’ emergence from chapter 11 on or around January 31, 2025 (the “*Projected Emergence Date*”).⁷ The Financial Projections do not consider any potential impact of the application of “fresh start” accounting under Accounting Standards Codification 852, “Reorganizations,” that may potentially apply upon the Effective Date. The Financial Projections do not account for any tax obligations as a result of consummating the Plan. These amounts could vary significantly pending final tax analysis of the transaction. The Financial Projections also assume that all debt facilities existing at the Effective Date remain in place through the Projection Period, at the same rate.

⁷ While January 31, 2025 was used as the Projected Emergence Date at the time of preparation of the Financial Projections, I understand that the current projected Effective Date is on or around January 27, 2025.

64. The Financial Projections were prepared by the Debtors' management, with support from FTI, and consist of the following unaudited projected financial information: (a) consolidated statements of operations for each fiscal year of the Projection Period; (b) projected consolidated balance sheets for each fiscal year of the Projection Period; and (c) projected consolidated statement of cash flows for each fiscal year of the Projection Period.

65. The Financial Projections are subject to a variety of risks and uncertainties and are predicated upon a set of assumptions developed by the Debtors that may be affected by a series of internal and external factors as more fully described in Article IX of the Disclosure Statement.

66. The Financial Projections reflect modest revenue growth in the business. Specifically, consolidated revenue is projected to be approximately \$780 million for the fiscal year ending March 2025, with year-over-year growth of 4.7%, 7.1%, 5.6%, and 9.5% for the fiscal years ending March 2026, 2027, 2028 and 2029, respectively. Earnings before interest, taxes, depreciation and amortization adjusted for stock-based compensation expenses ("***Adjusted EBITDA***") is projected to grow from \$26 million for the fiscal year ending March 2025, to \$85 million for the fiscal year ending March 2029, reflecting a compounded annual growth rate of approximately 34.8% over the same period.

67. Based upon FTI's analysis of the Financial Projections, and my own examination of the assumptions underlying the Debtors' related business strategies, subject to the risks identified in the Financial Projections, I believe that the business strategies and assumptions embodied in the Financial Projections are reasonable and appropriate to provide a foundation for the Plan. The Financial Projections demonstrate that the Debtors will be able to generate sufficient liquidity to service their debt and other obligations throughout the Projection Period.

The Plan Is Feasible and Satisfies Section 1129(a)(11) of the Bankruptcy Code

68. I understand that Section 1129(a)(11) of the Bankruptcy Code requires a court to determine that a chapter 11 plan is feasible, and that the confirmation of such plan is not likely to be followed by the liquidation or further financial reorganization of the debtor. I am familiar with the material provisions of the Plan and the transactions embodied therein. In conjunction with preparing the Financial Projections, I, with the support of the FTI team, assisted the Debtors with formulating a multi-year business plan covering the period from the Projected Emergence Date through fiscal year 2028.

69. On the Projected Emergence Date, the Debtors are projected to have substantial cash and cash equivalents sufficient to make required distributions and payments due pursuant to the Plan on the Effective Date—including payment of certain Claims and expenses, such as (*inter alia*) Other Secured Claims, General Unsecured Claims, interest on account of ABL Claims, Professional Fee Claims, United States Trustee statutory fees, and Restructuring Fees and Expenses—and, together with availability under the Exit Facilities, to provide go-forward liquidity for working capital and general corporate purposes. Further, following the Projected Emergence Date, the Reorganized Debtors are expected to generate positive cash flow each year during the Projection Period for a cumulative increase in cash of \$87 million in the aggregate over such Projection Period.

70. As a result of the foregoing deleveraging, improved capital structure, and expected cash flow generation as reflected in the Financial Projections, the Reorganized Debtors are anticipated to have sufficient liquidity to pay interest and scheduled amortization on their outstanding indebtedness and to fund capital expenditures relating to ongoing business operations as contemplated through the Projection Period. Moreover, I believe that, after taking into account the Restructuring Transactions contemplated by the Plan, including the Exit Facilities, the

Reorganized Debtors, on a consolidated basis, (a) will not be left with unreasonably small capital to operate their businesses as a result of the Plan or any transactions contemplated by the Plan and (b) will be able to generate sufficient cash flow and possess sufficient liquidity to meet the necessary distributions required under the Plan and to sustain their operations going forward throughout the Projection Period.

71. It is my view that the Plan will (a) leave the Debtors' business intact and substantially de-levered, (b) provide the Debtors with access to new post-emergence term and revolving loan facilities, and (c) leave general unsecured creditors unimpaired.

72. Based upon the foregoing and my overall work with the Debtors both prior to and during the Chapter 11 Cases, and based on the facts and circumstances known to me at this time, I believe that the Plan is feasible (as I understand that term's meaning in the context of Bankruptcy Code Section 1129(a)(11)) and will maximize value for those stakeholders receiving distributions under the Plan. Although the Debtors' businesses operate in a competitive industry and market, and although it is impossible to predict with certainty the precise future profitability of the Debtors' businesses or industries and markets in which the Debtors operate, in my opinion, as informed by my knowledge of the Debtors' business and financial projections, the confirmation of the Plan is not likely to be followed by liquidation or the need for further financial reorganization of the Debtors or any successors to the Debtors during the Projection Period. In forming my opinions, I considered, among other factors, the capital structure of the Reorganized Debtors, the earning power of the business, macroeconomic conditions, the anticipation of competent management and adherence to the business plan underlying the Financial Projections, and the reasonableness of the assumptions in the Financial Projections.

The Plan Is in the Best Interests of All Creditors and Interest Holders as Required by Section 1129(A)(7) of the Bankruptcy Code

73. I am advised that to satisfy the “best interests” test under Section 1129(a)(7) of the Bankruptcy Code, a debtor must demonstrate that each holder of a claim or interest in such impaired class either (a) has accepted or is deemed to have accepted the plan or (b) will receive or retain under the plan on account of such claim or interest property of a value, as of the effective date of such plan, that is not less than the amount such holder would receive or retain if the debtors were liquidated under chapter 7 of the Bankruptcy Code. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry and analysis, the Plan satisfies the “best interests” test under Section 1129(a)(7) of the Bankruptcy Code.

74. To demonstrate the Plan’s compliance with Section 1129(a)(7) of the Bankruptcy Code, the Debtors, with the assistance of FTI and other professionals, prepared the Liquidation Analysis, which is attached to the Disclosure Statement as Exhibit D. The Liquidation Analysis contains various estimates, assumptions, and qualifications, all of which are incorporated herein by reference. I believe that the information used by the Debtors in the Liquidation Analysis is information that debtors typically rely upon in conducting analyses of this type.

75. Based on my involvement in the preparation of the Liquidation Analysis and my experience and expertise, I believe that the methodology used to prepare the Liquidation Analysis is appropriate and represents the best judgment of FTI and the Debtors’ management with respect to the results of a hypothetical chapter 7 liquidation, and that the assumptions and conclusions set forth therein are fair and reasonable under the circumstances.

76. In formulating the Liquidation Analysis, it was assumed that, upon conversion of the Chapter 11 Cases to cases under chapter 7 on or around December 22, 2024 (the “*Conversion*”

Date”), a trustee (the “*Chapter 7 Trustee*”) would be appointed to manage the Debtors’ affairs and conduct the liquidation of all of their assets and conversion of those assets to cash.

77. The Liquidation Analysis assumes the Chapter 7 Trustee would manage the Debtors’ estates to maximize recovery to creditors as expeditiously as possible and would appoint professionals to assist in the liquidation and wind down of the Debtors’ estates. The Chapter 7 Trustee would oversee inventory liquidation (assumed to be approximately \$147 million as of the Conversion Date that would be sold through orderly going-out-of business sales covering all existing stores) and the collection of outstanding accounts receivables in addition to attempting to sell or otherwise monetize other assets owned by the Debtors to one or more buyers. Specifically, during the first four (4) month period, the Debtors would complete going-out-of-business sales for all remaining store inventory, furniture, fixtures, and equipment. At the end of this period, the Debtors would reject all operating leases immediately and return the spaces to landlords in broom-swept condition. During the remaining two (2) months, the Debtors would primarily focus on monetizing other assets such as intellectual property and other remaining personal property and equipment, as well as various administrative activities. The Liquidation Analysis assumes the chapter 7 case is to be funded by cash on hand and liquidation of assets.

78. To estimate what members of each Class of Claims and Interests under the Plan would receive if the Debtors were to liquidate under chapter 7, FTI assisted the Debtors in determining the net proceeds from the monetization of the Debtors’ assets. The net proceeds available for distribution in a hypothetical liquidation scenario reflects proceeds available to creditors after reductions for liquidation expenses likely to be incurred in a chapter 7 case, including wind-down costs, compensation of the Chapter 7 Trustee, and fees for professionals retained by the Chapter 7 Trustee.

79. The Liquidation Analysis presents “Low,” “Mid” and “High” estimates of Liquidation Proceeds, thus representing a range of the Debtors’ assumptions relating to the assets in the estates and recoverable by the Debtors. Recoveries to creditors are presented on an undiscounted basis, and the Debtors have estimated an amount of Allowed Claims for each Class of claimants.

80. Proceeds generated by the Chapter 7 Trustee with respect to assets encumbered by prepetition liens would first go to pay the costs of disposing of such assets, including wind-down costs, with the balance of the proceeds used to satisfy the Secured Claims of the applicable lienholders as well as carve-out expenses as outlined in the DIP Orders. Assets not encumbered by prepetition liens are made available to satisfy Administrative Claims, other priority Claims, and General Unsecured Claims in strict order of priority pursuant to Section 726 of the Bankruptcy Code. Based on my experience, the methodology used to prepare the Liquidation Analysis and the assumptions and conclusions set forth therein are fair and reasonable under the circumstances and represent a reasonable exercise of the Debtors’ business judgment with respect to such matters.

81. The Debtors’ estimated creditor recoveries under the Plan are based upon the total enterprise value of the Reorganized Debtors as estimated by the Debtors’ investment banker, Houlihan Lokey, Inc. (and as reflected in the Disclosure Statement). The Debtors’ estimated recovery values by Class and the classification and treatment of claims are set forth in the “Summary of the Expected Recoveries” section beginning on page 5 of the Disclosure Statement.

82. Based on the foregoing, that the Liquidation Analysis shows that no Holder of a Claim or Interest would receive or retain an amount under the Plan on account of its Claim or Interest, as of the Effective Date, that is *less than* the amount that such Holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. Indeed, on an

aggregate basis, Class 2 (Prepetition ABL Loan Claims) recoveries under the Liquidation Analysis would be reduced and range from 41.4% to 95.2% as compared to 100% recovery under the Plan.⁸ Additionally, Class 3 (Prepetition Term Loan Claims) recoveries under the Liquidation Analysis would be reduced and range from 0% to 4.4% as compared to the expected recovery of 4.5% to 17.6% under the Plan. Finally, Class 4 (General Unsecured Claims) receive zero recovery in a chapter 7 liquidation as compared to 100% recovery under the Plan. Accordingly, with respect to individual recoveries at every Debtor, each class of Claim and Interest Holders will not receive less under the Plan than what they would receive in a liquidation. Therefore, I believe that the Plan complies with Section 1129(a)(7) of the Bankruptcy Code.

83. In summary, the Liquidation Analysis indicates that, if these Chapter 11 Cases were converted to cases under chapter 7 of the Bankruptcy Code, the value of distributions would be significantly lower overall than what creditors stand to receive under the Plan.

[Remainder of page intentionally left blank]

⁸ The Prepetition ABL Facility was paid off in full, but was replaced by an equivalent amount under the DIP ABL Credit Agreement. Therefore, this does not impact the treatment of other creditors.

Pursuant to 28 U.S.C. § 1746, to the best of my knowledge, information and belief, and after reasonable inquiry, I declare under penalty of perjury that the foregoing is true and correct.

Dated: January 23, 2025
Houston, Texas

/s/ Chad E. Coben
Chad E. Coben
Chief Restructuring Officer

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

	x	
	:	
In re:	:	Chapter 11
	:	
THE CONTAINER STORE GROUP, INC., <i>et al.</i> ,	:	Case No. 24-90627 (ARP)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	x	

**DECLARATION OF ADAM DUNAYER IN SUPPORT OF (I) APPROVAL OF THE
DISCLOSURE STATEMENT AND (II) CONFIRMATION OF THE FIRST AMENDED
PREPACKAGED JOINT PLAN OF REORGANIZATION OF THE CONTAINER
STORE GROUP, INC. AND ITS DEBTOR AFFILIATES UNDER
CHAPTER 11 OF THE BANKRUPTCY CODE**

I, Adam Dunayer, hereby declare under penalty of perjury as follows:

1. I am a Managing Director in the Financial Restructuring Group at Houlihan Lokey Capital, Inc. (“*Houlihan*”), an investment banking and financial advisory firm. I am based out of Houlihan’s Dallas office, located at 2601 Olive Street, Suite 2500, Dallas, Texas 75201.

2. I submit this declaration (this “*Declaration*”) in support of confirmation of the *First Amended Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, filed contemporaneously herewith (as amended, modified, or supplemented, the “*Plan*”) and the *Debtors’ Memorandum of Law in Support of (I) Approval of the Disclosure Statement and (II) Confirmation of the First Amended Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor*

¹ The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

Affiliates Under Chapter 11 of the Bankruptcy Code, filed contemporaneously herewith (the “**Confirmation Brief**”).²

3. Except as otherwise indicated, the statements in this Declaration are based upon: (a) my personal knowledge of the Debtors’ operations and finances; (b) my review of relevant documents; (c) information provided to me by Houlihan employees working under my supervision; (d) information provided to me by, or discussions with, members of the above-captioned debtors’ (collectively, the “**Debtors**”) management team, other employees, or the Debtors’ other advisors; (e) records kept in the ordinary course of business by the Debtors and provided by the Debtors or their representatives to Houlihan; and/or (f) my views and beliefs based upon my experience as a restructuring professional. I am not being specifically compensated for this testimony other than through the proposed compensation that Houlihan receives in its capacity as an advisor to the Debtors. I am over the age of 18 years and am authorized to submit this Declaration on behalf of the Debtors. If called upon to testify, I can and will testify competently as to the facts set forth herein.

BACKGROUND & QUALIFICATIONS

4. Houlihan is an internationally recognized investment banking and financial advisory firm, with offices worldwide and more than 2,000 global employees. Houlihan is a leader in providing such services to debtors, unsecured and secured creditors, acquirers, and other parties in interest involved with financially troubled companies, both in and outside of bankruptcy. Houlihan has been, and is, involved in some of the largest restructurings in the United States, both out of court and in chapter 11 cases. Houlihan has been retained to provide investment banking

² Defined terms used but not otherwise defined herein shall have the meanings given to them in the Plan or the *Declaration of Chad E. Coben, Chief Restructuring Officer, in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 6], as applicable.

and financial advisory services in, among other cases: *In re Corsicana Bedding, LLC*, No. 22-90016 (Bankr. N.D. Tex. Aug. 9, 2022); *In re GVS Texas Holdings I, LLC*, No. 21-31121 (Bankr. N.D. Tex. Oct. 31, 2021); *In re Utex Indus., Inc.*, No. 20-34932 (Bankr. S.D. Tex. Dec. 3, 2020); *In re PHI, Inc.*, No. 19-30923 (Bankr. N.D. Tex. May 13, 2019); *In re Walter Inv. Mgmt. Corp.*, No. 17-13446 (Bankr. S.D.N.Y. Nov. 30, 2017); *In re Seadrill Ltd.*, No. 17-60079 (Bankr. S.D. Tex. Sep. 12, 2017); *In re Westinghouse Elec. Co. LLC*, No. 17-10751 (Bankr. S.D.N.Y. Mar. 29, 2017).

5. I am a member of Houlihan's Financial Restructuring Group. I have over 30 years of experience consummating transactions and providing strategic advice to companies and creditors in connection with in- and out-of-court special situations, mergers, acquisitions, and dispositions. I also have extensive experience raising debt and equity capital in public and private markets. My experience spans industries, including retail, energy and oilfield services, consumer products, food, healthcare, building products, general industrial, telecom, and technology.

6. Before joining Houlihan in 2002, I was a Managing Director with Bear, Stearns & Co. In addition, I was an Executive Vice President and Chief Financial Officer with Miller Industries, where I also served as President of the company's largest subsidiary.

HOULIHAN'S RETENTION

7. Houlihan was retained on September 4, 2024 to provide financial advisory and investment banking services to the Company. Since being retained, Houlihan has advised the Debtors in connection with strategic alternatives to manage liquidity, raise additional capital, and de-lever the Debtors' balance sheet.

8. Through the provision of its prepetition services to the Company, Houlihan has developed institutional knowledge regarding, among other things, the Debtors' operations and capital structure. Houlihan professionals have worked closely with the Debtors' management and

other professionals and have become well-acquainted with the Debtors' businesses and operations, debt structure, creditors and related matters, including by (1) working cooperatively with the Debtors' other professionals to explore various strategic alternatives to address the Debtors' liquidity needs; (2) reviewing the Debtors' business plan and operating assumptions; (3) reviewing the Debtors' debt and capital structure; (4) evaluating financing options; and (5) preparing for the commencement of the Chapter 11 Cases. In particular, I have participated in numerous meetings with the Debtors' Board and Restructuring Committee in order to, among other things, address the Debtors' need for, and access to, exit financing in the form of the Exit Term Loan Facility and the Exit ABL Facility (together, the "***Exit Facilities***").

9. Accordingly, Houlihan has developed significant relevant experience and expertise regarding the Debtors' businesses that will assist Houlihan in providing effective and efficient services in connection with the Chapter 11 Cases.³

THE TERMS OF THE EXIT FACILITIES ARE REASONABLE

10. Based on my experience with postpetition financing transactions, as well as my involvement in the negotiation of the Exit Facilities and pursuit of alternative postpetition financing proposals, I believe the Exit Facilities are fair and reasonable and represent the best available option under the circumstances.

11. **Exit Term Loan Facility.** I understand that the Plan provides the Debtors with access to the Exit Term Loan Facility, which provides for the issuance of first-out exit term loans (the "***First-Out Exit Term Loans***") in an amount equal to the New Money DIP Term Loans (inclusive of DIP Term Loans paid as part of the DIP Put Option Premium and the DIP

³ The Debtors filed *The Application of Debtors to Employ and Retain Houlihan Lokey Capital, Inc. as Financial Advisor and Investment Banker to the Debtors Effective as of the Petition Date* [Docket No. 110] on January 3, 2025 and approval is pending as of the date hereof.

Commitment Premium) and second-out exit term loans (the “*Second-Out Exit Term Loans*”) in an amount equal converted DIP Roll-Up Term Loans (collectively, the “*Exit Term Loans*”). The First-Out Exit Term Loans provide for payment of interest at a rate of SOFR + 6.50% per annum, to be paid monthly in cash, subject to a 2.00% SOFR floor; *provided*, that accrued interest payable on any First-Out Exit Term Loans up to 5.50% per annum may be paid in kind, in the form of additional First-Out Exit Term Loans; *provided, further*, that interest shall be paid in cash (and not in kind) after delivery of the financial statements for the first fiscal quarter in which LTM EBITDA reaches \$45 million for four consecutive quarters. The Second-Out Exit Term Loans provide for payment of interest at a rate of SOFR + 5.00% per annum, to be paid bi-annually in cash, subject to a 2.00% SOFR floor; *provided*, that accrued interest payable on any Second-Out Exit Term Loans up to 4.00% per annum may be paid in kind; *provided, further*, that with the consent of the Required Lenders all interest can be paid in kind.

12. **Exit ABL Facility.** I understand that the Plan also provides the Debtors with access to the Exit ABL Facility, which provides for a \$140 million senior secured asset based revolving credit facility providing for revolving loans consistent with the ABL Commitment Letter and the Transaction Support Agreement (the “*Exit ABL Loans*”). The Exit ABL Loans provide for payment of interest at a rate of Term SOFR + 4.25%, payable monthly.

13. I believe that the principal economic terms proposed in the Exit Facilities, including the contemplated fees and interest rates, are customary and usual for financings of these types, and are the best available options for the Debtors. The blended cost of capital of the Exit Financings, viewed on a combined basis, is generally consistent with the cost of exit financings in comparable circumstances. Moreover, the interest rates and fees associated with the Exit Facilities were the subject of arm’s-length and good-faith negotiations, are integral components of the overall terms

of the Exit Facilities, and were required by the Exit Term Lenders and the lenders under the Exit ABL Loans as consideration for the extension of the Exit Facilities.

14. Based on my experience and my involvement in the Chapter 11 Cases, I believe that the terms of the Exit Facilities, taken as a whole, are reasonable given the unique facts and circumstances of the Chapter 11 Cases. Further, I believe that the negotiation process in respect of such Exit Facilities—a process with which I was directly involved—was conducted at arm’s-length and in good faith.

**THE TRANSACTION SUPPORT AGREEMENT AND PAYMENT OF THE
PREMIUMS AND FEES IS APPROPRIATE**

15. The Transaction Support Agreement contains certain premiums and fee reimbursement provisions that are reasonable and appropriate under the circumstances. Specifically, pursuant to the Transaction Support Agreement, the Debtors have agreed to pay: (i) the DIP Put Option Premium,⁴ the DIP Commitment Premium,⁵ and the DIP Equity Premium⁶ (collectively, the “*Consent Premium*”); and (ii) the Restructuring Fees and Expenses.⁷ The Consent Premium, together with the Restructuring Fees and Expenses, were offered in

⁴ The DIP Put Option Premium is payable to certain Consenting Term Lenders backstopping the DIP Facilities in an amount equal to their pro rata share of a put option premium comprising 5% of the aggregate amount of the commitments to fund the First-Out DIP Term Loans under the DIP Term Loan Facility, payable in kind upon the initial funding of the First-Out DIP Term Loans in the form of additional First-Out DIP Term Loans.

⁵ The DIP Commitment Premium is payable to DIP Term Lenders in an amount equal to 2% of the aggregate principal amount of the First-Out DIP Term Loans.

⁶ The DIP Equity Premium is payable to Holders of Prepetition Term Loan Claims that fund the DIP Term Loans, in an amount equal to a pro rata amount of 64% of the New Equity Interests, subject to dilution only by the Management Incentive Plan.

⁷ “*Restructuring Fees and Expenses*” means all reasonable and documented fees and expenses of the (a) Agents; (b) Prepetition Term Loan Agent Advisors; (c) DIP Term Loan Agent Advisors; (d) Exit Facility Agent Advisors; and (e) Ad Hoc Group Advisors in each case, payable in accordance with the terms hereof, the applicable engagement and/or fee letters with the Debtors, the Transaction Support Agreement, the DIP Facilities Documents, the Prepetition Term Loan Documents, the DIP & Exit ABL Commitment Letter, and the Interim DIP/Cash Collateral Order, as applicable, and subject to any order of the Bankruptcy Court and any other applicable agreements by such party with respect thereto.

consideration of the various contributions and concessions made by the Ad Hoc Group during these negotiations.

16. The Debtors' assumption of the Transaction Support Agreement is integral to the Debtors' ability to effectuate the Restructuring Transactions contemplated by the Plan and to maximize value for all stakeholders, and the parties to the Transaction Support Agreement at all times engaged in arm's-length, good faith negotiations. The Consent Premium was the subject of arm's-length and good faith negotiations between the Debtors, the Consenting Stakeholders and, together with the Restructuring Fees and Expenses, are integral components of the Transaction Support Agreement and the Plan. The Ad Hoc Group has spent substantial time and expense negotiating the Restructuring Transactions with the Debtors. In addition, the Consenting Lenders have agreed to make substantial contributions under the Plan including, among other things, (a) compromising Claims and accepting impaired recoveries, (b) participating in raising new money debt, including the DIP Facilities, and (c) negotiating and supporting the Restructuring Transactions that maintain the Debtors' businesses and provide full recoveries to Holders of General Unsecured Claims. Based on my experience, fees and expense reimbursements of this kind are both customary in connection with transactions like those contemplated under the Plan and the Transaction Support Agreement and reasonable under the circumstances.

VALUATION ANALYSIS

17. As described in the Disclosure Statement, Houlihan also performed an analysis of the estimated range of total enterprise value (the "***Total Enterprise Value***") and range of implied equity value (the "***Equity Value***") of the Reorganized Debtors on a going concern basis and pro forma for the transactions contemplated by the Plan (the "***Valuation Analysis***"), which analysis is attached as Exhibit E to the Disclosure Statement. The Valuation Analysis was based on financial information and projections provided to Houlihan by the Debtors' management team, including

the financial projections attached to the Disclosure Statement as Exhibit C (the “*Financial Projections*”), and other publicly-available third-party information. The Valuation Analysis valued the Debtors as of December 22, 2024, with an assumed Effective Date of January 31, 2025.

18. Solely for the purposes of the Plan and the Disclosure Statement, the estimated range of Total Enterprise Value was determined to be between approximately \$184 million and approximately \$216 million, with a midpoint of approximately \$200 million. Based on assumed total funded indebtedness of approximately \$176 million (and no excess balance sheet cash), the Total Enterprise Value implies a post-Effective Date Equity Value range between approximately \$8 million and approximately \$41 million, with a midpoint of approximately \$24 million.

19. Impaired Claims under the Plan consist of Prepetition Term Loan Claims. My understanding is that the Prepetition Term Loan Claims total approximately \$163.1 million in aggregate principal amount, plus interest, fees, and other charges. Because these Claims exceed the estimated Total Enterprise Value (after considering the \$40.0 million New Money DIP Term Loans and \$80.0 million Prepetition ABL debt outstanding, among other things), there is no residual value available for distribution to Holders of Existing Equity Interests (though Holders of General Unsecured Claims are to be paid in full under the Plan).

20. The absence of value attributable to Holders of Existing Equity Interests is also supported by the fact that the Prepetition Term Lenders holding over 90% of the outstanding principal amount are signatories to the Transaction Support Agreement, despite estimated recoveries in respect of prepetition term loans not converted to DIP Roll-up Term Loans of 4.5 to 17.6%. Notably, I understand that, despite this impairment, none of the Prepetition Term Lenders has objected to the Plan. I also understand that, based on my review of relevant Financial Industry Regulatory Authority trade activity data, in the days before and after the Transaction Support

Agreement was signed, the Prepetition Term Loans transacted in the secondary market at prices between 66 and 73 cents for each dollar of principal amount.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: January 23, 2025

/s/ Adam Dunayer
Adam Dunayer
Managing Director
Houlihan Lokey Capital, Inc.